

**Date:** Monday, December 8, 2008

**Time:** 9:00 a.m.

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

Orange County Transportation Authority Board Meeting  
Orange County Transportation Authority Headquarters  
First Floor - Room 154  
600 South Main Street, Orange, California  
***Monday, December 8, 2008, at 9:00 a.m.***

## **REVISED**

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

### **Agenda Descriptions**

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

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

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

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

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

## **Call to Order**

### **Invocation**

Director Pringle

### **Pledge of Allegiance**

Director Campbell

## **Special Matters**

#### **1. Presentation of Resolution of Appreciation to Director Mark Rosen**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-87 to Director Mark Rosen for his service on the Board of Directors.

#### **2. Presentation of Resolution of Appreciation to Senator Lou Correa**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-69, to Senator Lou Correa in recognition of his authorship of Senate Bill 1316, which will provide a framework for the extension of the 91 Express Lanes to Interstate 15

#### **3. Presentation of Resolutions of Appreciation to Assembly Member Todd Spitzer**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-72, to Assembly Member Todd Spitzer in recognition of his principal co-authorship of Senate Bill 1316, which will provide a framework for the extension of the 91 Express Lanes to Interstate 15.

#### **4. Presentation of Resolution of Appreciation to Assembly Member Michael Duvall**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-70, to Assembly Member Michael Duvall in recognition of his authorship of Assembly Bill 387, which will allow transit agencies to use design-build for safety, security, and disaster preparedness projects.

**5. Presentation of Resolution of Appreciation to Assembly Member Van Tran**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-73, to Assembly Member Van Tran in recognition of his authorship of Assembly Bill 2906, which will allow for the expansion of the continuous access high occupancy vehicle lane program to State Route 55.

**6. Presentation of Resolution of Appreciation to Senator Bob Huff**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-71, to Senator Bob Huff in recognition of his authorship of Assembly Bill 2906, which will allow for the expansion of the continuous access high occupancy vehicle lane program to State Route 55.

**7. Presentation of Resolution of Appreciation of Maintenance Employee of the Month for November 2008**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-66, to Jose Ruiz, Maintenance Employee of the Month for November.

**8. Presentation of Resolutions of Appreciation for Employees of the Month for December 2008**

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-99, 2008-100, 2008-101 to Ignacio Cuica, Coach Operator; Dan McKenzie, Maintenance; and Kristin Essner, Administration, as Employees of the Month for December 2008.

**9. Presentation of Resolution of Appreciation to Orange County Sheriff's Department Employee of the Quarter**

Present Orange County Transportation Authority Resolution of Appreciation No. 2008-102 for Orange County Sheriff's Deputy David Harris.



- 10. Public Hearing for Proposed New Bus Rapid Transit Service on Harbor Boulevard**  
Gordon Robinson/Beth McCormick

***Overview***

The purpose of the December 8, 2008, public hearing is to receive public comment and input regarding the proposed implementation of new Route 543 bus rapid transit service on Harbor Boulevard effective with the June 2009 Service Change Program. Proposed new Route 543 is the first element of the Bus Rapid Transit Program that, once fully implemented, will satisfy congestion mitigation commitments and meet regional air quality conformity requirements by the end of 2010.

***Recommendation***

Direct staff to return to the Board of Directors on January 26, 2009, with results of the public hearing and final recommendations.

- 11. Adopt a Resolution of Necessity for Acquisition of Property Interests by Eminent Domain for the Metrolink Service Expansion Program**  
James Staudinger/Kia Mortazavi

***Overview***

The Orange County Transportation Authority is working toward a major rail service expansion, the Metrolink Service Expansion Program, which is expected to become operational in early 2010. Proposed track improvement projects in Fullerton and Anaheim for the Metrolink Service Expansion Program require the acquisition of property interests adjacent to existing Orange County Transportation Authority's operating railroad right-of-way. The acquisition of these property interests has been conducted in accordance with the Orange County Transportation Authority Board of Directors-approved right-of-way policies and procedures. Negotiations for the acquisition of property interests currently owned by Commercial Family Limited Partnership are at an impasse; therefore, eminent domain action is necessary in order to acquire those property interests so as to not delay construction.

**11. (Continued)**

***Recommendations***

- A. Adopt Resolution of Necessity No. 2008-89 for acquisition by eminent domain of property interests necessary for the construction of the Metrolink Service Expansion Program.
- B. Authorize Orange County Transportation Authority staff and legal counsel to take all steps necessary to acquire the specified necessary property interests through the eminent domain process.

**Consent Calendar (Items 12 through 36)**

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

**Orange County Transportation Authority Consent Calendar Matters**

**12. Approval of the Resolution of Appreciation for Director Mark Rosen**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-87 to Director Mark Rosen for his service on the Board of Directors.

**13. Approval of Resolution of Appreciation to Senator Lou Correa**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-69, to Senator Lou Correa in recognition of his authorship of Senate Bill 1316, which will provide a framework for the extension of the 91 Express Lanes to Interstate 15

**14. Approval of Resolutions of Appreciation to Assembly Member Todd Spitzer**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-72, to Assembly Member Todd Spitzer in recognition of his principal co-authorship of Senate Bill 1316, which will provide a framework for the extension of the 91 Express Lanes to Interstate 15.

**15. Approval of Resolution of Appreciation to Assembly Member Michael Duvall**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-70, to Assembly Member Michael Duvall in recognition of his authorship of Assembly Bill 387, which will allow transit agencies to use design-build for safety, security, and disaster preparedness projects.

**16. Approval of Resolution of Appreciation to Assembly Member Van Tran**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-73, to Assembly Member Van Tran in recognition of his authorship of Assembly Bill 2906, which will allow for the expansion of the continuous access high occupancy vehicle lane program to State Route 55.

**17. Approval of Resolution of Appreciation to Senator Bob Huff**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-71, to Senator Bob Huff in recognition of his authorship of Assembly Bill 2906, which will allow for the expansion of the continuous access high occupancy vehicle lane program to State Route 55.

**18. Approval of Resolution of Appreciation of Maintenance Employee of the Month for November 2008**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-66, to Jose Ruiz, Maintenance Employee of the Month for November.

**19. Approval of Resolutions of Appreciation for Employees of the Month for December 2008**

Adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-99, 2008-100, 2008-101 to Ignacio Cuica, Coach Operator; Dan McKenzie, Maintenance; and Kristin Essner, Administration, as Employees of the Month for December 2008.

**20. Approval of Resolution of Appreciation to Orange County Sheriff's Department Employee of the Quarter**

Adopt Orange County Transportation Authority Resolution of Appreciation No. 2008-102 for Orange County Sheriff's Deputy David Harris.

**21. Approval of Minutes**

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of November 24, 2008.

**22. Proposed Board of Directors' Meeting Calendar for the Year 2009**

Wendy Knowles

***Overview***

Presented is the proposed official Board of Directors' meeting calendar for 2009, depicting the dates of the Board meetings and holidays for the year.

***Recommendation***

Adopt the Orange County Transportation Authority and affiliated agencies' Board of Directors' meeting calendar for the year 2009.

**23. State Legislative Status Report**

Manny Leon/P. Sue Zuhlke

***Overview***

An overview of the state's fiscal condition is provided based on several recently released reports. A synopsis of recent key state election results is also included.

***Recommendation***

Receive and file as an informational item.

**24. Orange County Transportation Authority's Draft 2009 Federal Legislative Platform**  
Richard J. Bacigalupo

***Overview***

A draft of the Orange County Transportation Authority's 2009 Federal Legislative Platform has been prepared for the Board of Directors' consideration to direct staff to circulate for further review and comment by interested parties.

***Recommendation***

Authorize staff to circulate copies of the Draft 2009 Federal Legislative Platform to advisory groups, Orange County legislative delegations, cities, and interested members of the public.

**25. Guiding Principles for Consideration of Experimental Transit Technologies**  
Michael A. Litschi/Kia Mortazavi

***Overview***

The Orange County Transportation Authority currently does not have a formal policy for considering experimental transit technologies such as personal rapid transit and low-speed magnetic levitation systems. A set of guiding principles for assessing the feasibility of new transit technologies is presented for Board of Directors' review and approval.

***Recommendations***

- A. Approve guiding principles for consideration of experimental transit technologies in the 2010 Long-Range Transportation Plan and future transportation planning studies.
- B. Direct staff to continue monitoring the development of personal rapid transit and other experimental transit technologies.

**26. Traffic Light Synchronization Program Schedule**

Anup Kulkarni/Kia Mortazavi

***Overview***

The Orange County Transportation Authority, working with local agencies, the County of Orange, and the California Department of Transportation developed a Traffic Light Synchronization Program of ten multi-agency projects to synchronize all traffic-signalized intersections on ten significant arterial corridors within the County of Orange. These projects were submitted to the California Transportation Commission and approved in May 2008 as part of the Proposition 1B Traffic Light Synchronization Program. This program will provide funding to implement signal synchronization on over 150 miles of Orange County streets over the next three fiscal years. A three-year phasing plan is submitted for Board of Directors' review.

***Recommendation***

Receive and file as an information item.

**27. 91 Express Lanes Property Insurance Policy Renewal**

Al Gorski/Patrick J. Gough

***Overview***

The Orange County Transportation Authority currently has a primary property and flood insurance policy for the 91 Express Lanes with AXIS Reinsurance Company and an additional policy with Empire Indemnity Insurance Company that provides earthquake coverage, which are scheduled to expire on March 1, 2009.

***Recommendation***

Authorize the Chief Executive Officer to issue Purchase Order A10913 with Marsh Risk and Insurance Services, Inc., in an amount not to exceed \$550,000, for the purchase of property and earthquake insurance for the period of March 1, 2009, to March 1, 2010.

**28. First Quarter Fiscal Year 2008-09 Grant Status Report**

Christine McCandless/James S. Kenan

***Overview***

The Quarterly Grant Status Report summarizes grant activities for information purposes for the Orange County Transportation Authority Board of Directors. This report focuses on significant activity for the period of July through September 2008. The Quarterly Grant Status Report summarizes future and pending grant applications, awarded/executed and current grant agreements, as well as closed-out grant agreements.

***Recommendation***

Receive and file as an information item.

**29. Fiscal Year 2008-09 First Quarter Budget Status Report**

Victor Velasquez/James S. Kenan

***Overview***

The Orange County Transportation Authority's staff has implemented the fiscal year 2008-09 budget. This report summarizes the material variances between the budget plan and actual revenues and expenses.

***Recommendation***

Receive and file as an information item.

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

- 30. Agreement for Rail Safety Communications Outreach Program**  
Ted Nguyen/Ellen S. Burton

### ***Overview***

The Orange County Transportation Authority Board of Directors has approved increases to the frequency of Metrolink rail service beginning in 2010. These increases, coupled with a growing number of rail right of way trespassing violations, create a need to expand rail safety communications. To create awareness and promote safety, consultant services for outreach support have been solicited. On October 3, 2008, a request for proposals was issued and offers have been received in accordance with the Orange County Transportation Authority's procurement procedures for professional services.

### ***Recommendation***

Authorize the Chief Executive Officer to execute Agreement No. C-8-1153 between the Orange County Transportation Authority and Katz & Associates, in an amount not to exceed \$378,000, for a term of two years for rail safety communications outreach.

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

- 31. Southern Counties Oil Company Contract Compliance Review**  
Kathleen M. O'Connell

### ***Overview***

The Internal Audit Department has completed a contract compliance review of an agreement between Southern Counties Oil Company and the Orange County Transportation Authority. Recommendations have been made to strengthen internal controls over the procurement process, records retention, and contract monitoring. Management has indicated the recommendations contained in the report will be implemented or otherwise satisfactorily addressed.



**31. (Continued)**

***Recommendation***

Direct staff to implement recommendations in the Southern Counties Oil Company Contract Compliance Review, Internal Audit Report No. 08 026.

**32. Call for Projects for Section 5316 and 5317 Federal Funding Programs**

Dana Wiemiller/Beth McCormick

***Overview***

The Federal Transit Administration has established funding opportunities to address the special transportation needs of seniors, persons with disabilities, and persons of low income. The Public Transit/Human Services Transportation Coordination Plan was adopted by the Board of Directors in October 2008 as required to access this funding. Staff is seeking Board of Directors' approval to release a call for projects allowing Orange County agencies to compete for funding under the Section 5316, Job Access Reverse Commute Program and Section 5317, the New Freedom Initiative. Staff is also seeking an amendment to Agreement No. C-7-1177 to retain consultant assistance with the call for projects activities.

***Recommendations***

- A. Approve the call for projects for the Federal Transit Administration Section 5316 and 5317 grant programs.
- B. Approve Amendment No. 2 to Agreement No. C-7-1177 with A Menninger-Mayeda Alternative, in the amount of \$21,000.

- 33. Approval to Release Request for Proposals for Contracted Fixed Route, StationLink, and Express Bus Services**  
Curt Burlingame/Beth McCormick

***Overview***

The agreement with Veolia Transportation Services, Inc., to operate contracted fixed route, StationLink, and express bus services will expire on June 30, 2009. A request for proposals has been developed and staff is seeking Board of Directors' approval to issue.

***Recommendations***

- A. Approve the release of Request for Proposals No. 8-1326 for contracted fixed route, StationLink, and express bus service.
  - B. Approve the proposed weighted evaluation criteria for contractor selection.
- 34. Special Needs in Transit Advisory Committee Appointments and Report of Activities for 2008**  
Donna Berger/Ellen S. Burton

***Overview***

On December 31, 2008, the terms of eleven Special Needs in Transit Advisory Committee members will expire. Additionally, seven members are unable to complete their terms for a variety of reasons including scheduling conflicts, job changes, and out-of-state relocation, creating a total of 18 openings on the committee. This report recommends candidates for appointment and seeks resolutions of appreciation to acknowledge the service of members leaving the committee who have served with distinction. The report also highlights the Special Needs in Transit Advisory Committee's activities for the year 2008.

**34. (Continued)**

***Recommendations***

- A. Approve the appointment of members to serve on the Special Needs in Transit Advisory Committee.
- B. Adopt resolutions of appreciation for committee members who have served with distinction.
- C. Receive and file the Special Needs in Transit Advisory Committee's Report of Activities for 2008.

**35. Customer Relations Report for First Quarter Fiscal Year 2008-09**

Adam Raley/Ellen S. Burton

***Overview***

The Customer Relations report is submitted to the Orange County Transportation Authority Board of Directors on a quarterly basis. The report provides an overview of customer communications received during the prior period of July through September 2008, as well as a review of the performance of Alta Resources, the contracted provider of the Customer Information Center.

***Recommendation***

Receive and file as an information item.

**36. California Air Resources Board Fleet Rule Compliance**

Ryan Erickson/Beth McCormick

***Overview***

The Orange County Transportation Authority is subject to various local and state rules to reduce emissions in its bus fleet. To comply with rules that become more stringent over time, the Orange County Transportation Authority has worked to replace diesel vehicles with clean alternative fuel vehicles over the past several years. Due to vehicle replacement delays, the Orange County Transportation Authority was not in compliance with emissions standards as of December 31, 2007, and at present is working with the California Air Resources Board to address the period of non-compliance. As of October 2008, the Orange County Transportation Authority revenue fleet is again in compliance with air quality regulations.

***Recommendation***

Receive and file as an information item.

**Regular Calendar**

There are no Regular Calendar matters.

**Discussion Items**

**37. Capital Program Cost Trends**

Tom Bogard/Kia Mortazavi

**38. Public Comments**

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

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

**40. Directors' Reports**

**41. Closed Session**

- A. Pursuant to Government Code Section 54956.9(a) to discuss Pamela Avery, et. al. vs. Orange County Transportation Authority, et al., OCSC Case No. 07CC0004.
- B. Pursuant to Government Code Section 54956.8 to discuss the purchase of real property interests identified as Assessor's Parcel Number 264-051-20 in the City of Anaheim, owned by Commercial Family Limited Partnership. James Staudinger is the negotiator for the Orange County Transportation Authority and C.B. Nanda is the negotiator for the property owner.

**42. Adjournment**

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, January 12, 2009**, at the OCTA Headquarters.





**December 8, 2008**

**To:** Members of the Board of Directors  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Public Hearing for Proposed New Bus Rapid Transit Service on Harbor Boulevard

**Overview**

The purpose of the December 8, 2008, public hearing is to receive public comment and input regarding the proposed implementation of new Route 543 bus rapid transit service on Harbor Boulevard effective with the June 2009 Service Change Program. Proposed new Route 543 is the first element of the Bus Rapid Transit Program that, once fully implemented, will satisfy congestion mitigation commitments and meet regional air quality conformity requirements by the end of 2010.

**Recommendation**

Direct staff to return to the Board of Directors on January 26, 2009, with results of the public hearing and final recommendations.

**Background**

Proposed new Route 543 bus rapid transit (BRT) service is planned to operate primarily on Harbor Boulevard between the cities of Fullerton and Newport Beach on weekdays between 5 a.m. and 8 p.m. Station stops along the route, spaced approximately one mile apart, will provide access to major destinations including California State University-Fullerton, Fullerton College, Fullerton Transportation Center (with connection opportunities to Metrolink and Amtrak services), Anaheim Resort Area, Orange Coast College, Triangle Square, and the Newport Beach Pier. The new BRT service is proposed to be implemented on June 15, 2009, as part of the June 2009 Service Change Program. Resources for the proposed service improvement will be included in the Orange County Transportation Authority's (Authority) Fiscal Year 2009-10 Budget.

***Discussion***

The proposed implementation of new Route 543 is the first of three planned Bravo! BRT service implementations to be executed within the next two years to satisfy congestion mitigation commitments and meet regional air quality conformity requirements by the end of 2010. The Bravo! BRT services are designed to provide an attractive rapid transit option for Orange County commuters and visitors by decreasing travel time and improving travel speed within high ridership corridors, while offering connecting service to key destinations including Metrolink and Amtrak train stations. Upon Board of Directors (Board) approval, this new service will be implemented and operated using Bravo! branded vehicles with static Bravo! signage at station locations.

The proposal incorporates input received through community outreach efforts, agency cooperation, customer and coach operator comments, and analysis by staff. The proposal has been reviewed by the Citizens' Advisory Committee, and the Special Needs in Transit Advisory Committee, as well as the Authority's staff System Improvement Team and Service Review Committee. The final staff recommendation will include consideration of additional public input received through December 8, 2008, the public hearing date.

A public hearing is required for the service improvement by Authority policy (Attachment A). The individual route proposal is described below:

<b>ROUTE</b>	<b>SERVICE TO/FROM</b>	<b>SUMMARY OF PRELIMINARY RECOMMENDATION</b>
543	Fullerton to Newport Beach	Weekdays only, implement a new bus rapid transit route on Harbor Boulevard between Fullerton and Newport Beach. Regular local bus fares would apply.

Proposed new Route 543 would require approximately 51,612 annual vehicle revenue hours at an estimated annual cost of approximately \$4,410,245. It is estimated the proposed service improvement would generate 9,000 additional boardings annually.

Attachment B is a map showing the proposed Route 543 BRT service.



A Notice of Public Hearing (Attachment C) was advertised in Orange County newspapers on November 7, 2008. Notices regarding the public hearing were conveyed to public officials, colleges, and universities in November as well. Information regarding the public hearing was distributed on board Authority buses and posted on the Authority website.

**Next Steps**

After review of the input received through the public hearing date on December 8, 2008, Authority staff will return on January 26, 2009, with final recommendations for consideration by the Board of Directors.

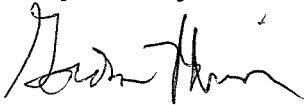
**Summary**

Proposed new Route 543 is the first element of the BRT program that, once fully implemented, will satisfy congestion mitigation commitments and meet regional air quality conformity requirements by the end of 2010 in the South Coast Air Basin. Staff will return with final recommendations for consideration by the Board of Directors on January 26, 2009.

**Attachments**


- A. Public Hearing Process for Service and Fare Changes Policy
- B. Proposed Route 543, Harbor Boulevard Corridor Draft
- C. Notice of Public Hearing

**Prepared by:**



Gordon Robinson  
BRT Project Manager  
(714) 560-5715

**Approved by:**



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



## PUBLIC HEARING PROCESS FOR SERVICE AND FARE CHANGES POLICY

POLICY #: 520.02

ORIGINATION DATE: 07/20/07

REVISION DATE: 01/02/08

PAGE 1 OF 2

### I. Purpose

Public hearings to consider proposed fare and major service changes are key elements of the decision making process used by the Board of Directors to assess the potential impact proposals may have on the Orange County Transportation Authority's (Authority) riders and the residents of Orange County.

### II. Public Hearings

Public Hearings will be scheduled by the Authority's Board of Directors for fare and major service change proposals as described below.

### III. Fares

Changes in fares and fare media pricing are subject to public hearing requirements with the exception of the following:

- One day reduced fare
- Free fare promotions

### IV. Major Service Changes

A major service change is any change or series of changes that directly affect:

- 25% or more of the number of transit route miles of a route
- 25% or more of the transit revenue vehicle miles of a route computed on a daily basis for the day of the week for which the change is made
- 25% or more of the route miles and/or revenue vehicle miles of a transit route accumulated over a series of changes made within a single fiscal year
- the implementation of a new transit route

### APPROVAL

Chief Executive Officer

1-03-08

Date

Service changes that are exempt from public hearings include:

- Standard seasonal variations
- Changes instituted in response to an emergency situation in effect for 90-days or less
- Experimental service changes instituted for 180 days or less

The foregoing does not preclude the Board of Directors from setting a public hearing on any other matter associated with fares and service that it chooses.

#### **V. Hearing Setting Requirements**

Prior to the institution of a fare change or a major service change, a notice of intent to hold the public hearing will be published in a newspaper of general circulation in the urbanized area. The notice will also be published in newspapers oriented to specific groups or neighborhoods that may be affected.

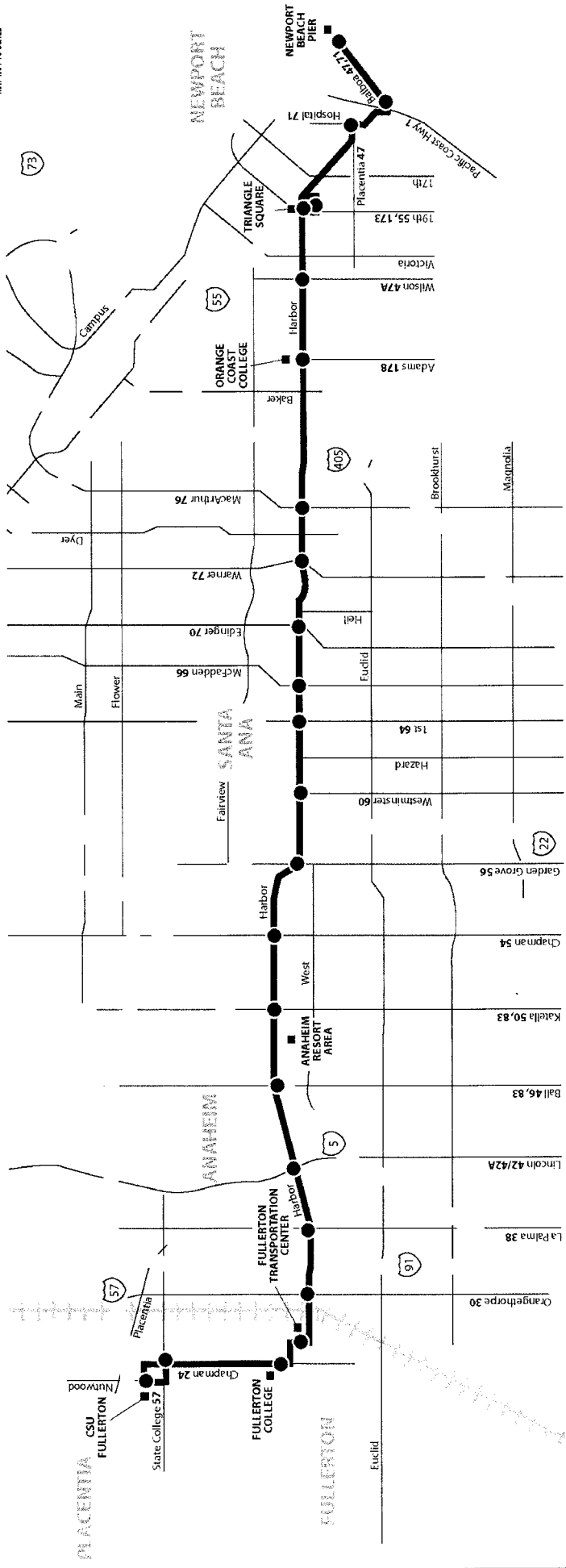
The notice will be published at least 30-days prior to the hearing.

The notice will contain descriptions of the changes and the time and place of the hearing.

**END OF POLICY**

PROPOSED ROUTE 543 , HARBOR BOULEVARD CORRIDOR

DRAFT



PACIFICA

ANAHEIM

SANTA ANA

CARDEN GROVE

WESTMINSTER

FOUNTAIN VALLEY

COSTA MESA

FULLERTON

NEWPORT BEACH



## Notice of Public Hearing

**Re: Orange County Transportation Authority  
Proposed New Bus Rapid Transit (BRT) Service on Harbor  
Boulevard**

**December 8, 2008**

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**NOTICE IS HEREBY GIVEN** that the Orange County Transportation Authority (OCTA) Board of Directors will hold a public hearing at 9:00 a.m. on Monday, December 8, 2008, at the Orange County Transportation Authority, 600 South Main St., Orange, California. The public hearing shall be for the purpose of considering the implementation of proposed new Route 543 Bus Rapid Transit (BRT) service.

**Description of Service Changes:** Proposed new Route 543 will operate primarily on Harbor Boulevard between the cities of Fullerton and Newport Beach on weekdays only between approximately 5 a.m. and 8 p.m. The purpose of the BRT service is to provide a rapid transit option to Orange County commuters and visitors as well as satisfying congestion mitigation commitments and regional air quality conformity requirements by the end of 2010 in the South Coast air basin. The BRT service will supplement the existing local service in order to maximize operational efficiency and passenger convenience. The BRT service is proposed to be implemented with the June 2009 service change effective June 14, 2009. This recommendation falls under Section 5(i)(3) of the Urban Mass Transportation Act of 1964 (Federal Transit Act, as amended) and thus requires a public hearing.

**Description of Service Area:** The service area affected by the proposed bus service improvement includes Orange County.

**Relocation:** No persons, families, or businesses will be displaced by the proposed service bus improvement.

**Environment:** In accordance with the California Environmental Quality Act (CEQA) of 1970, OCTA has determined that the project will have no significant effect on the environment and meets the criteria of an exemption under CEQA Reg. 15061(b)(c). The OCTA will file a Notice of Exemption for the proposed bus service improvement.

**Comprehensive Planning:** The proposed bus service improvement conforms with comprehensive land use and transportation planning in the area.

**Public Participation:** Interested persons may submit, orally or in writing, recommendations and evidence with respect to the proposed service change. A description of the proposals will be available for public inspection between November 9, 2008 and December 8, 2008. Please contact the Clerk of the Board, Wendy Knowles, at the OCTA Administrative Offices, 550 South Main Street, P.O. Box 14184, Orange, California, 92613-1584. Telephone (714) 560-5676.

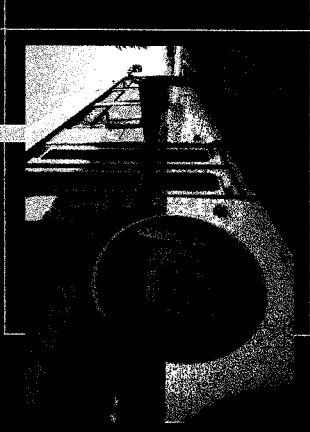
**At the Public Hearing,** the OCTA Board of Directors will afford interested persons or agencies an opportunity to submit, either orally or in writing, evidence and recommendations with respect to the effects of the proposed bus service improvement.

**ALL INTERESTED PARTIES** are invited to submit, orally or in writing, evidence and recommendations with respect to the proposed service change. Written comments may be addressed to the Clerk of the Board:

Wendy Knowles  
Clerk of the Board  
Orange County Transportation Authority  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Telephone (714) 560-5676

**POWERPOINT  
PRESENTATION**

# Public Hearing for Proposed New Bus Rapid Transit Service on Harbor Boulevard



Board of Directors Meeting  
December 8, 2008





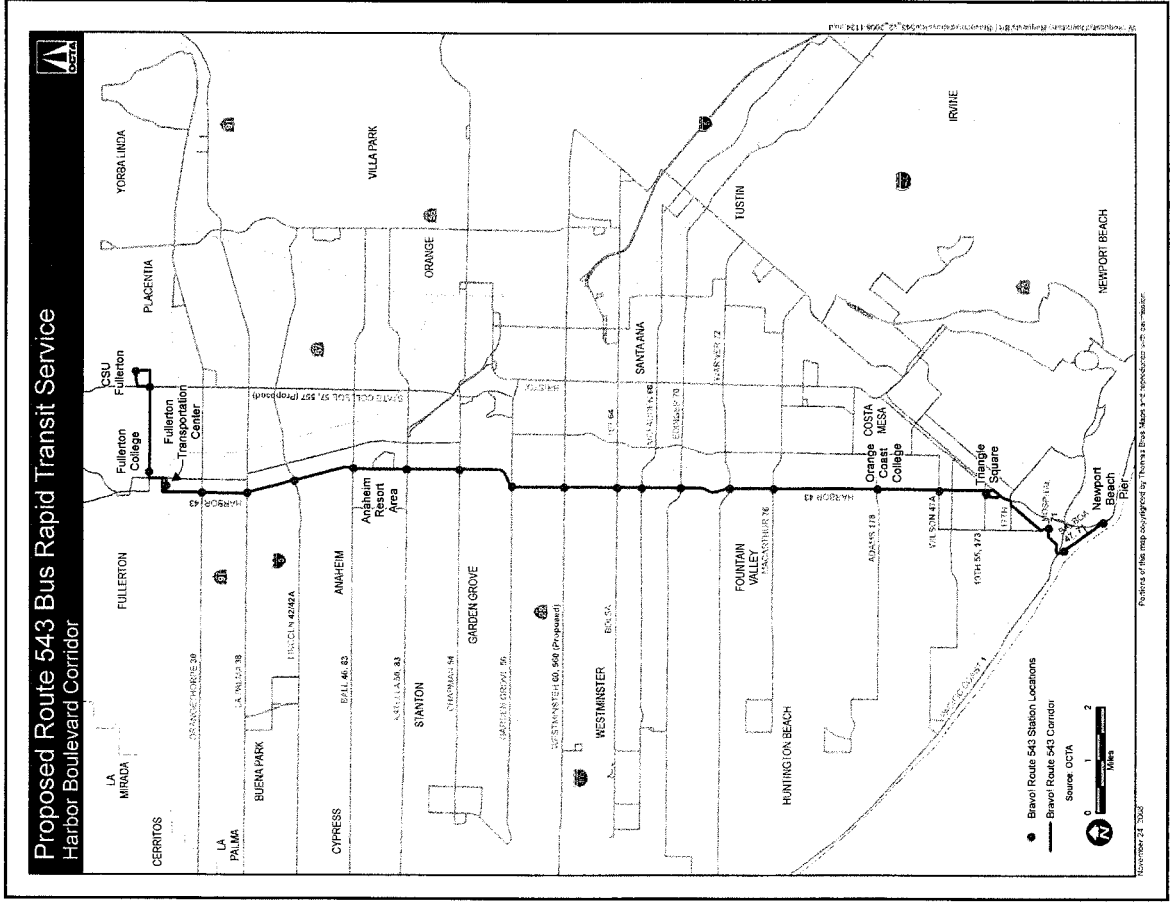
# Background

Bus Rapid Transit Program designed to:

- Satisfy congestion mitigation commitments
- Meet air quality conformity requirements by 2010
- Offer higher travel speeds to key destinations
- Provide rapid transit option to discretionary riders

# Proposed New Route 543

**BRAVO!**



# Service Characteristics

- Harbor Boulevard Corridor connecting Fullerton to Newport Beach
  - Weekdays between 5:00 a.m. and 8:00 p.m.
  - Initial 15/30 minute frequency
  - Limited station stops (1.2 miles apart)
  - Compressed Natural Gas (CNG) Bravo! branded vehicles
  - Regular bus fares will apply
  - Up to an estimated 3 million boardings annually

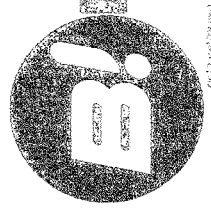


# Public Outreach

- City and agency coordination
  - 13 city agencies and other organizations
    - 7 cities - Harbor Boulevard Corridor
  - Caltrans
- Stakeholder input
  - Public Advisory Committees
  - Technical Advisory Committee
  - Transit Operations

# Next Steps

- Analyze public comment and Board input
- Return with final recommendations
- Harbor Corridor Pilot implementation June 2009 – June 2010
  - Limited stops
  - Branded vehicles
  - Static signage at existing bus stops

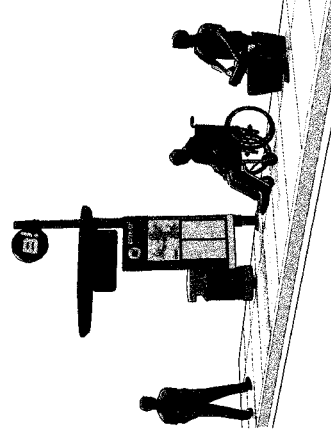


# Next Steps (Continued)

## Enhanced implementations June 2010 – December 2010

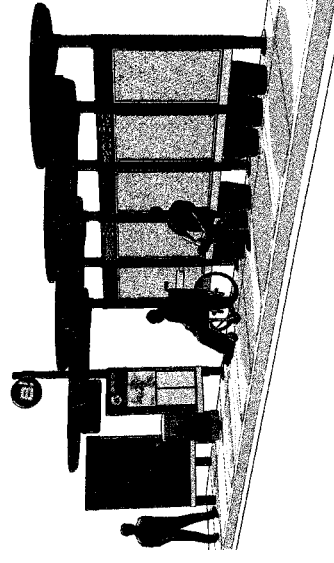
- Harbor, Westminster/17<sup>th</sup>, Bristol/State College Corridors

- \* Minimal shelters
- \* Real-time Passenger Information System
- \* Traffic Signal Synchronization



## Future enhancements

- Enhanced shelters
- Civil modifications



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**December 8, 2008**

**To:** Members of the Board of Directors  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Adopt a Resolution of Necessity for Acquisition of Property Interests by Eminent Domain for the Metrolink Service Expansion Program

### **Overview**

The Orange County Transportation Authority is working toward a major rail service expansion, the Metrolink Service Expansion Program, which is expected to become operational in early 2010. Proposed track improvement projects in Fullerton and Anaheim for the Metrolink Service Expansion Program require the acquisition of property interests adjacent to existing Orange County Transportation Authority's operating railroad right-of-way. The acquisition of these property interests has been conducted in accordance with the Orange County Transportation Authority Board of Directors-approved right-of-way policies and procedures. Negotiations for the acquisition of property interests currently owned by Commercial Family Limited Partnership are at an impasse; therefore, eminent domain action is necessary in order to acquire those property interests so as to not delay construction.

### **Recommendations**

- A. Adopt Resolution of Necessity No. 2008-89 for acquisition by eminent domain of property interests necessary for the construction of the Metrolink Service Expansion Program.
- B. Authorize Orange County Transportation Authority staff and legal counsel to take all steps necessary to acquire the specified necessary property interests through the eminent domain process.

### **Background**

On November 14, 2005, the Orange County Transportation Authority (OCTA) Board of Directors (Board) authorized staff to initiate implementation of the Metrolink Service Expansion Program (MSEP). The MSEP is a transportation improvement measure identified to attain mandated regional air quality

conformance. The MSEP intends to increase the frequency of commuter rail service to 30- to 60-minute departures along the Orange County Metrolink railroad service corridor, between the Fullerton Station and the Laguna Niguel Station. Daily train trips will more than double on weekdays and additional trains will operate on weekends.

Key physical improvements in Fullerton and Anaheim include construction of a turnback facility at the Fullerton Station, as well as the approaching pocket track and layover facility, approximately one mile south of the Fullerton Station, between Orangethorpe Avenue and the Riverside Freeway (State Route 91). The layover facility will include the addition of requisite turnouts and approach tracks that move trains from the mainline tracks into and out of the facility. The pocket track is a necessary improvement that minimizes impact to existing Amtrak and railroad freight operations that share tracks with the Metrolink commuter rail operation. These physical improvements are required for the operation of the expanded commuter rail service. The layover facility location was selected because of its proximity to the Fullerton Station turnback facility, which promotes efficiencies of operation and maintenance. The design of the tracks and associated facilities was developed to minimize the amount of right-of-way (ROW) acquisition necessary to support the added infrastructure required to implement the planned service increases.

A preliminary design to place the layover facility in Irvine was considered but rejected. The Irvine site was determined to be unacceptable due to a number of serious constraints that could not be feasibly overcome. These constraints included poor location on the corridor based upon the final operating plan, a large concrete drainage channel that runs parallel to the tracks, and a 16-inch petroleum pipeline. In addition, access to the layover facility could only be accomplished by acquiring access through a private industrial park, which is already heavily congested. Including the access, it is estimated that partial acquisitions of 11 parcels would have been required; however, the most problematic issue is the 1.20 percent grade to the west that would not permit level tracks for the overnight layover of trains. The grade would pose a safety issue because the trains could not be properly secured during inspection and maintenance and could move and run out of the facility when the brakes are released.

The property currently owned by Commercial Family Limited Partnership is needed to construct part of the layover facility components, including train crew parking, a mechanical crew building, an operations building, and an emergency services access road. This property is required due to the length of track needed to accommodate the required train lengths at the layover facility, which will be constructed on the property immediately to the north.

On April 3, 2008, OCTA staff and the MSEP project designer met with Mr. Nanda, who represents Commercial Family Limited Partnership, to discuss the impact of the project on his property. At that meeting, Mr. Nanda stated that revising the project design to stay north of the State Route 91 would minimize impacts to the development of his property and would be acceptable to him. The project was redesigned to minimize the amount of property needed from Mr. Nanda.

The property immediately north is needed to accommodate the track improvements feeding into and out of the turnback and layover facilities. This property will be used for the dedicated approach and train storage tracks into and out of the Fullerton Station. Along with these tracks, switches, communication conduits, signals, a maintenance access road, a storage track for rail maintenance equipment, parking, an access driveway, train crew facilities, and other associated components will be constructed.

On March 3 and May 23, 2008, the Board authorized OCTA staff to acquire property interests in Fullerton and Anaheim. OCTA began acquiring the property interests in accordance with federal and state laws and regulations as well as OCTA's policies and procedures, which were approved by the Board on October 28, 2002. An offer for purchase was made for the amount established as just compensation, which was determined through the appraisal process.

### ***Discussion***

OCTA's policies and procedures prescribe the internal steps that OCTA takes to ensure federal and state laws and regulations are followed and that there is an orderly and effective process for implementing the acquisition and relocation process. The Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) was enacted by the federal government to ensure that real property interests are acquired and that persons, businesses, and personal property are relocated in an equitable, consistent, and equal manner. State laws and regulations were also enacted to provide benefits and safeguards better than, and in addition to, those prescribed in the Uniform Act.

A written offer to purchase was prepared for the full estimated value of the required property interests, based on an independent appraisal, and delivered personally to the property owner. As part of the written offer, the property owner was given an appraisal summary statement, which described the property and included information on the sales comparables that were used in the preparation of the value estimate. This information was provided so that the property owner could have information helpful for the evaluation of the offer. The property owner was also given an acquisition handbook, which provides information on the

acquisition process including eminent domain. OCTA staff and the ROW consultant treated the property owner with respect and understanding and negotiated in good faith.

Efforts to obtain an agreement with the property owner, Commercial Family Limited Partnership, have reached an impasse. Although the property owner was given the opportunity to obtain an appraisal, to our knowledge, the property owner has not done so. Counter offers received from the owner were extremely high and did not have supporting information sufficient for meaningful analysis.

At the November 24, 2008, Board Meeting, the Board initially considered adopting Resolution of Necessity No. 2008-89; however, the Board postponed its decision. Immediately after the Board meeting, OCTA staff met face to face with representatives of Commercial Family Limited Partnership to continue negotiations. During the last two weeks, several follow-up discussions were held but an agreement could not be reached.

All efforts were made to reach a negotiated settlement; however, since an impasse has been reached, OCTA staff requests the Board adopt Resolution of Necessity No. 2008-89 to acquire the property interests through eminent domain (Attachment A). OCTA staff will continue to negotiate with the property owner as the eminent domain process goes forward. It is staff's desire to acquire the property interests through negotiations with the property owner.

A two-thirds vote of all Board Members is required to adopt a resolution of necessity.

Possession of these property interests must be obtained as soon as legally possible so that construction of the MSEP will not be delayed. A delay in construction will result in increased costs and possible failure to have the MSEP, with increased passenger rail service, implemented as scheduled.

Resolution of Necessity No. 2008-89 has been prepared for adoption by the Board. The property subject to this action is identified in a legal description contained therein and the property is shown on a property location map (Attachment B).

#### Fiscal Impact

The project is included in OCTA's Fiscal Year 2007-08 Budget, Development Division, Account 0010-9081-T5406-FVP, and is funded through the Local Transportation Authority.

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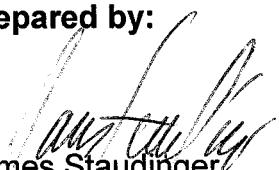
***Summary***

Staff requests the Board of Directors adopt Resolution of Necessity No. 2008-89 for acquisition by eminent domain of specific property interests necessary for the construction of the Metrolink Service Expansion Program, and authorize Orange County Transportation Authority staff and legal counsel to take all steps necessary to acquire the property interests through the eminent domain process.


***Attachments***

- A. Resolution No. 2008-89 – A Resolution of the Orange County Transportation Authority Finding and Determining that the Public Interest and Necessity Require the Acquisition by Eminent Domain of Interests in Certain Real Property for Public Use and Authorizing and Directing Condemnation
- B. Property Location Map

**Prepared by:**

  
James Staudinger  
Manager, Right-of-Way  
(714) 560-5746

**Approved by:**

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

WOODRUFF, SPRADLIN  
& SMART  
ATTORNEYS AT LAW  
COSTA MESA

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**RESOLUTION NO. 2008-89**

**A RESOLUTION OF THE ORANGE  
COUNTY TRANSPORTATION  
AUTHORITY FINDING AND  
DETERMINING THAT THE PUBLIC  
INTEREST AND NECESSITY REQUIRE  
THE ACQUISITION BY EMINENT  
DOMAIN OF INTERESTS IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE  
AND AUTHORIZING AND DIRECTING  
CONDEMNATION.**

**WHEREAS**, the Orange County Transportation Authority (Authority) is undertaking a major rail service expansion, the Metrolink Service Expansion Program which is expected to become operational in early 2010 (the "Project"); and

**WHEREAS**, the Project is intended to provide 30- to 60-minute train service throughout the day and transform Metrolink into a more viable option for thousands of Orange County residents; and the Project is a transportation improvement measure identified to attain mandated regional air quality conformance. The Project intends to increase the frequency of commuter rail service to 30- to 60-minute departures, along the Orange County Metrolink railroad service corridor, between the Fullerton Station and the Laguna Niguel Station. Daily train trips will more than double on weekdays, and additional trains will run on weekends; and

**WHEREAS**, key physical improvements for the Project, in the cities of Fullerton and Anaheim, include construction of a turnback facility at the Fullerton Station, including the approaching pocket track, and a layover facility approximately one mile south of the Fullerton Station between Orangethorpe Avenue and the Riverside Freeway (State Route 91) in Anaheim. The layover facility will include the addition of requisite turnouts and approach tracks that move trains from the mainline tracks into and out of the facility. The pocket track is a necessary improvement that minimizes impact to existing Amtrak and railroad freight operations that share tracks with the Metrolink commuter rail operation. These physical improvements are required for the operation of the expanded commuter rail service; and

**WHEREAS**, proposed track improvements for the Project call for additional track capacity, which requires the acquisition of property interests from private parties adjacent to the existing Metrolink right-of-way in the City of Anaheim. An initial study/mitigated negative declaration was prepared, as required by the California Environmental Quality Act, for the Fullerton turnback

1 facility and Anaheim layover facility. The draft environmental document was  
2 publicly circulated from December 21, 2007 to January 21, 2008. The final  
3 environmental document was approved by the Board (Resolution No. 2008-31) on  
4 May 19, 2008; and

4 **WHEREAS**, the Project will be a transportation improvement project  
5 serving the public interest; and

6 **WHEREAS**, subsection (a) of the California Public Utilities Code section  
7 130220.5 authorizes the Authority to exercise the power of eminent domain to  
8 acquire any property necessary, incidental, or convenient to the exercise of the  
9 Authority's powers; and

9 **WHEREAS**, on March 2, 2008 and May 23, 2008 the Authority's Board of  
10 Directors authorized Authority staff to acquire property interests in Fullerton and  
11 Anaheim for the Project; and

12 **WHEREAS**, the hereinafter described real property required for the Project  
13 is 14,013 +/- square feet located on a single parcel and consists of a fee interest.  
14 The subject property is located in the City of Anaheim. The property interest to be  
15 acquired is more particularly described in Exhibit "A" attached hereto and  
16 incorporated herein by reference together with a map thereof. To the extent there  
17 exists any improvements within the property are described on Exhibit "A", the  
18 proposed acquisition will include those improvements as well; and

17 **WHEREAS**, in accordance with section 1245.235 of the California Code  
18 of Civil Procedure, on October 24, 2008 there was mailed a Notice of Hearing on  
19 the Intent of the Authority to adopt a Resolution of Necessity for acquisition by  
20 eminent domain of the real property described in Exhibit "A" herein, which Notice  
21 of Hearing is attached hereto as Exhibit "B" and is incorporated herein by this  
22 reference. The Notice of Hearing was mailed to all persons whose names appear  
23 on the last equalized county assessment roll notice as having an interest in the  
24 property described in Exhibit "A" and to the address appearing on said roll; and

23 **WHEREAS**, in accordance with subsection (c) of California Public  
24 Utilities code section 130220.5, on October 29, 2008 there were mailed to the  
25 mayor, city manager, city clerk and city council members of the City of Anaheim  
26 letters with a copy of the Notice of Hearing on the Intent of the Authority to adopt  
27 a Resolution of Necessity for acquisition by eminent domain of the real property  
28 described in Exhibit "A". A copy of said letter mailed to the Mayor of Anaheim is  
attached hereto as Exhibit "C" and incorporated herein by this reference; and

27 **WHEREAS**, the Project, including all amendments thereto, together with  
28 the staff reports, environmental documents and all other evidence presented to the  
Board of Directors at the times the Project and the amendments thereto were

1 adopted, are incorporated herein by this reference and made a part hereof as  
2 though fully set forth herein; and

3 **WHEREAS**, pursuant to section 1245.235 of the California Code of Civil  
4 Procedure, the Authority scheduled a hearing for Monday, November 24, 2008 at  
5 9:00 a.m. at 600 South Main Street, Orange, California, 92683-1584 and gave to  
6 each person whose property is to be acquired notice and a reasonable opportunity  
7 to appear at said hearing and to be heard on the matters referred to in section  
8 1240.030 of the California Code of Civil Procedure; and

9 **WHEREAS**, said hearing proceeded on Monday, November 24, 2008 and  
10 it was decided to schedule a further hearing on Monday, December 8, 2008 at 9:00  
11 a.m. at 600 South Main Street, Orange, California 92683-1584. On November 26,  
12 2008 a letter concerning the further hearing date was mailed to each person whose  
13 property is to be acquired and is attached hereto as Exhibit "D" and is incorporated  
14 herein by this reference; and

15 **WHEREAS**, in accordance with subsection (c) of California Public  
16 Utilities code section 130220.5, on December 2, 2008 there were mailed to the  
17 mayor, city manager, city clerk and city council members of the City of Anaheim  
18 letters concerning the further hearing date. A copy of said letter to the Mayor of  
19 Anaheim is attached hereto as Exhibit "E" and incorporated herein by this  
20 reference; and

21 **WHEREAS**, said hearing has been held by the Authority and each person  
22 whose property is to be acquired by eminent domain was afforded an opportunity  
23 to be heard on those matters specified in the Authority's notice of intention to  
24 conduct a hearing on whether to adopt a Resolution of Necessity and referred to in  
25 section 1240.030 of the California Code of Civil Procedure; and

26 **WHEREAS**, the Authority may adopt a Resolution of Necessity pursuant  
27 to section 1240.040 of the California Code of Civil Procedure.

28 **NOW, THEREFORE**, the Orange County Transportation Authority does  
hereby find, determine, resolve and order as follows:

**Section 1. Incorporation of Findings and Recitals.** The above findings  
and recitals are true and correct and are incorporated herein in full by this  
reference.

**Section 2. Compliance with California Code of Civil Procedure.** There  
has been compliance by the Authority with the requirements of section 1245.235  
of the California Code of Civil Procedure regarding notice and hearing.



1           **Section 3. Public Use.** The public use for which the property and the  
2 interest in the property are to be acquired is for the construction and future  
3 maintenance of the Project, a public transportation improvement, as more fully  
4 described hereinabove. Subsection (a) of California Public Utilities Code section  
5 130220.5 authorizes the Authority to acquire by eminent domain property and  
6 interest in property necessary for such purpose and for all uses incidental or  
7 convenient thereto.

8           **Section 4. Necessity.**

9           (a) The proposed Project is necessary to satisfy the anticipated increase  
10 in ridership demands and maintain mandated regional air quality conformance.

11           (b) The public interest and necessity require the acquisition by eminent  
12 domain proceedings a fee interest in the real property described in Exhibit "A" to  
13 this Resolution of Necessity, together with any improvements thereon.

14           **Section 5. Description of Property Interests.**

15           (a) The property interest to be acquired is more particularly described in  
16 Exhibit "A" attached hereto and incorporated herein by reference together with a  
17 map thereof. To the extent there exists any improvements within the property area  
18 described on Exhibit "A", the proposed acquisition will include those  
19 improvements as well.

20           (b) Also included in Exhibit "A" is the legal description and plat of the  
21 real property interest to be acquired as well as other interest(s) in real property to  
22 be acquired by the Authority, which describes the general location and extent of  
23 the property interest with sufficient detail for reasonable identification.

24           **Section 6. Findings.** The Authority hereby finds, determines and declares  
25 each of the following:

26           (a) The public interest and necessity require the proposed Project;

27           (b) The proposed Project is planned or located in the manner that will be  
28 most compatible with the greatest public good and least private injury;

          (c) The above-described property interest and as described in Exhibit  
"A" is necessary for the proposed Project;

          (d) The offer required by section 7267.2 of the California Government  
Code has been made to the owner or owners of record; and

1 (e) All conditions and statutory requirements necessary to exercise the  
2 power of eminent domain (“the right to take”) to acquire the property described  
3 herein have been complied with by the Authority.

4 **Section 7. Use Not Unreasonably Interfering With Existing Public**  
5 **Use(s).** To the extent any of the real property to be acquired is subject to  
6 easements and rights-of-way appropriated to existing public uses that are not  
7 owned by a public body, the herein described use or uses will not unreasonably  
8 interfere with or impair the continuance of the public use as it now exists or may  
9 reasonably be expected to exist in the future. As such, General Counsel  
10 (“Counsel”) is authorized to acquire the real property subject to such existing  
11 public use(s) pursuant to section 1240.510 of the California Code of Civil  
12 Procedure. To the extent any of the real property to be acquired is subject to  
13 easements and rights-of-way appropriated to existing public uses that are owned  
14 by a public body, the herein described use or uses will not unreasonably interfere  
15 with or impair the continuance of the public use as it now exists or may reasonably  
16 be expected to exist in the future. As such, Counsel is authorized to acquire the  
17 real property subject to such existing public use(s) pursuant to section 1240.510 of  
18 the California Code of Civil Procedure.

19 **Section 8. Authority to Exercise Eminent Domain.** The Authority is  
20 hereby authorized and empowered to acquire fee title in the real property  
21 described in Exhibit “A”, including the improvements thereon, if any, by eminent  
22 domain for the proposed Project in accordance with the applicable provisions of  
23 the California Code of Civil Procedure, the California Public Utilities Code and  
24 the Constitution of California relating to eminent domain.

25 **Section 9. Further Activities.** Counsel is hereby authorized and  
26 empowered to acquire the hereinabove described interests in real property (and  
27 any improvements thereon) in the name of and on behalf of the Authority by  
28 eminent domain, and Counsel is authorized to institute and prosecute such legal  
proceedings as may be required in connection therewith. Counsel is further  
authorized to take such steps as may be authorized and required by law, and to  
make such security deposits as may be required by order of court, to permit the  
Authority to take possession of and use the hereinabove described real property  
(and any improvements thereon) at the earliest possible time. Counsel is further  
authorized to correct any errors in this Resolution of Necessity or to make or agree  
to non-material changes in the legal descriptions of the real property that are  
deemed necessary for the conduct of the eminent domain action or other  
proceedings or transactions required to acquire the subject real property. Counsel  
is further authorized to reduce the extent of the interests or property to be acquired  
so as to reduce the compensation payable in the action where such change would  
not substantially impair the construction and operation of the Project for which the  
real property is being acquired.

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**Section 10. Effective Date.** This Resolution shall take effect upon adoption.

PASSED, APPROVED and adopted on this \_\_\_\_\_ day of \_\_\_\_\_,  
2008.

\_\_\_\_\_  
CHRIS NORBY  
Chairman

ATTEST:  
\_\_\_\_\_  
\_\_\_\_\_  
Clerk of the Board

I, \_\_\_\_\_, Clerk of the Board of Directors o the  
Orange County Transportation Authority, do hereby certify that the foregoing Resolution  
No. \_\_\_\_\_ was duly and regularly adopted by the Orange County Transportation  
Authority at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
by the following votes:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Clerk of the Board

WOODRUFF, SPRADLIN  
& SMART  
ATTORNEYS AT LAW  
COSTA MESA

# EXHIBIT "A"

EXHIBIT "A"  
LEGAL DESCRIPTION

THAT PORTION OF A STRIP OF LAND, 70.0 FEET IN WIDTH, BEING ALL THAT PART OF THE ANAHEIM BRANCH (NOW ABANDONED) OF THE UNION PACIFIC RAILROAD COMPANY, SUCCESSOR IN INTEREST TO THE LOS ANGELES & SALT LAKE RAILROAD COMPANY, SITUATE IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE & MERIDIAN, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID STRIP LYING BETWEEN LINES DISTANT 0.00 FEET AND 70.0 FEET WESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AS PRESENTLY CONSTRUCTED AND OPERATED, THE SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED IN THE QUITCLAIM DEED TO COMMERCIAL FAMILY LIMITED PARTNERSHIP, RECORDED JANUARY 3, 2001 AS DOCUMENT NO. 20010001700 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF SAID STRIP BEING BOUNDED ON THE NORTH BY THE NORTHERLY LINE OF THE SAID SOUTHEAST QUARTER (SE ¼) OF SECTION 3 AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF PARCEL 1 AS DESCRIBED IN THE DEED OF EASEMENT TO STATE OF CALIFORNIA, RECORDED DECEMBER 4, 1957 IN BOOK 4124, PAGE 257 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

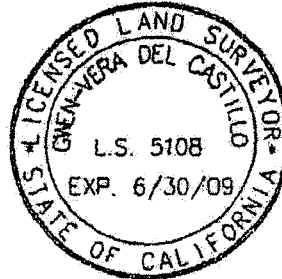
CONTAINING 14,013 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

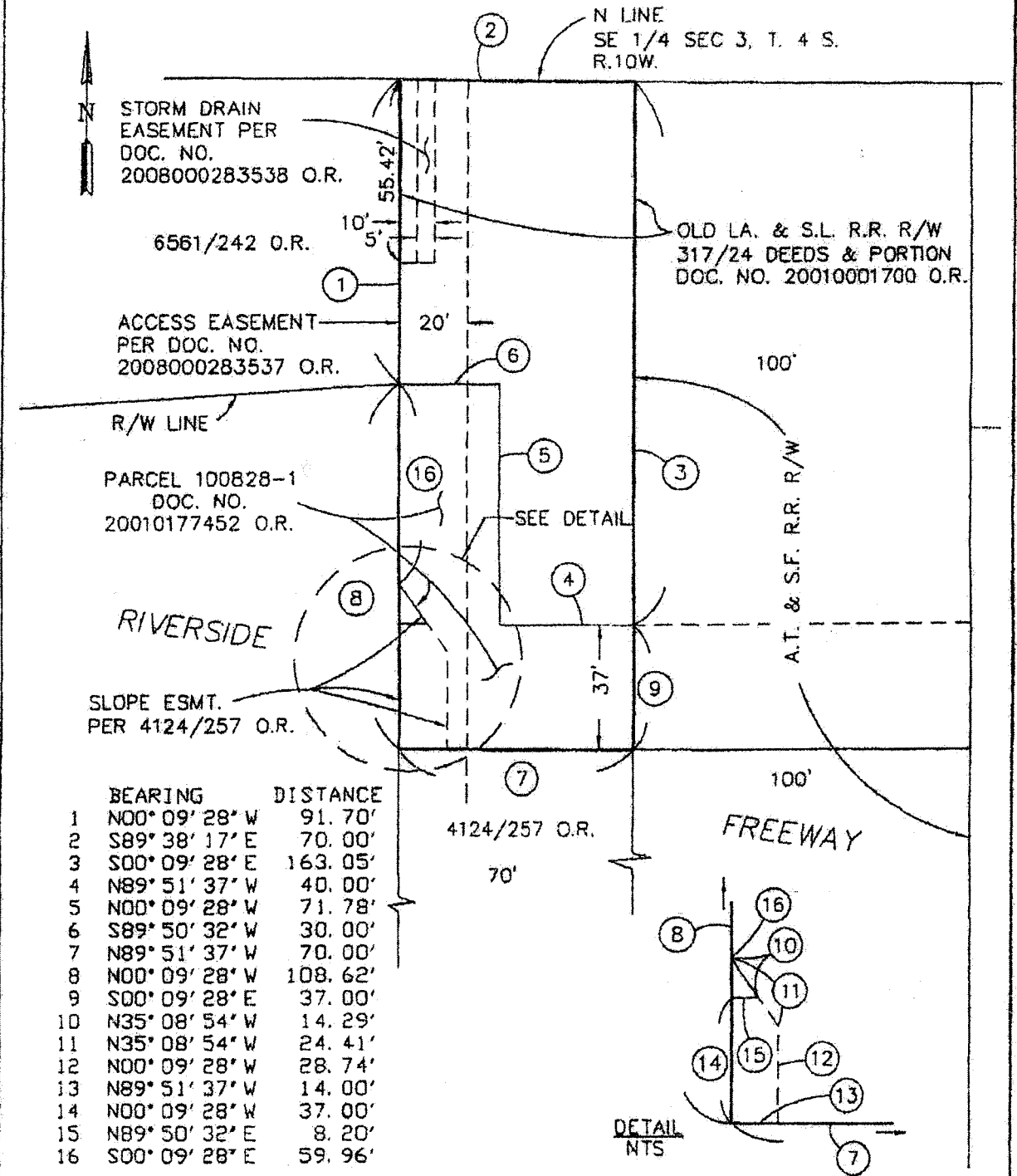
DATED THIS 26<sup>th</sup> DAY OF AUGUST, 2008.

*Gwen-Vera del Castillo*

GWEN-VERA DEL CASTILLO, PLS 5108  
REGISTRATION EXPIRES 6/30/09



RANCHO SAN JUAN CAJON DE SANTA ANA



BEARING	DISTANCE
1 N00° 09' 28" W	91.70'
2 S89° 38' 17" E	70.00'
3 S00° 09' 28" E	163.05'
4 N89° 51' 37" W	40.00'
5 N00° 09' 28" W	71.78'
6 S89° 50' 32" W	30.00'
7 N89° 51' 37" W	70.00'
8 N00° 09' 28" W	108.62'
9 S00° 09' 28" E	37.00'
10 N35° 08' 54" W	14.29'
11 N35° 08' 54" W	24.41'
12 N00° 09' 28" W	28.74'
13 N89° 51' 37" W	14.00'
14 N00° 09' 28" W	37.00'
15 N89° 50' 32" E	8.20'
16 S00° 09' 28" E	59.96'

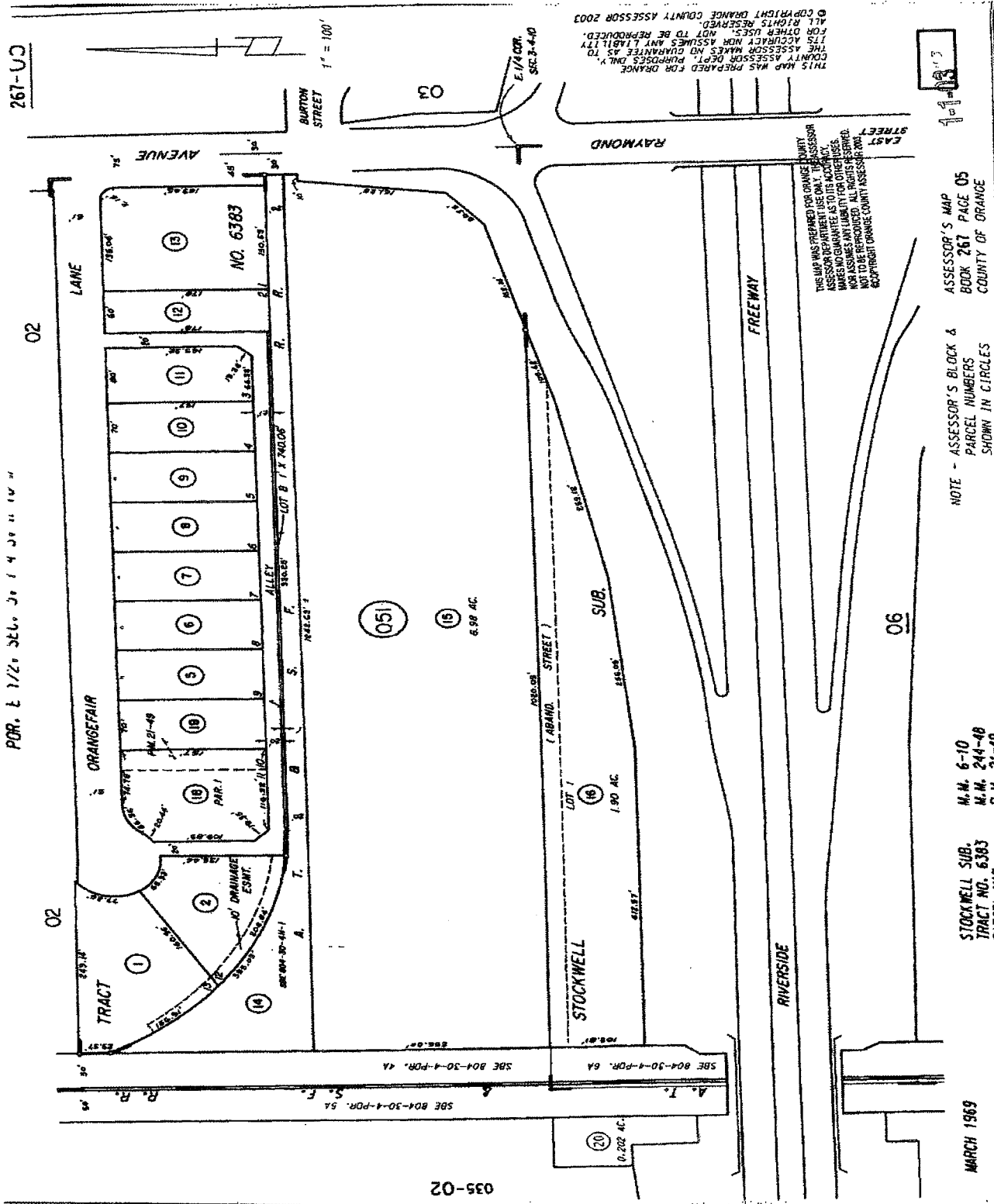
JOB #: 107-065  
 DATE: 8/5/08  
 SCALE: 1" = 40'  
 SHEET 1 OF 1

EXHIBIT "B"  
 AP NO. 267-051-20

COAST SURVEYING, INC.  
 15031 PARKWAY LOOP, SUITE 8  
 TUSTIN, CA 92780-6527 (714) 918-8268

267-UC

POR. E 1/2<sup>nd</sup> SEC. 30 1 4 30 11 10 "



035-02

THIS MAP WAS PREPARED FOR ORANGE COUNTY  
 COUNTY ASSESSOR DEPT. PURPOSES ONLY.  
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101-1013

NOTE - ASSESSOR'S BLOCK &  
 PARCEL NUMBERS  
 SHOWN IN CIRCLES

STOCKWELL SUB.  
 TRACT NO. 6383  
 PARCEL MAP

MARCH 1989

M.M. 6-10  
 M.M. 244-48  
 P.M. 21-49

ASSESSOR'S MAP  
 BOOK 267 PAGE 05  
 COUNTY OF ORANGE

# EXHIBIT “B”





## NOTICE OF HEARING

### BOARD OF DIRECTORS

*Chris Norby*  
Chairman

*Peter Buffa*  
Vice Chairman

*Jerry Amante*  
Director

*Patricia Bates*  
Director

*Art Brown*  
Director

*Bill Campbell*  
Director

*Carolyn V. Cavecche*  
Director

*Richard Dixon*  
Director

*Paul G. Giab*  
Director

*Cathy Green*  
Director

*Allan Mansoor*  
Director

*John Moorlach*  
Director

*Janet Nguyen*  
Director

*Curt Pringle*  
Director

*Miguel Pulido*  
Director

*Mark Rosen*  
Director

*Gregory T. Winterbottom*  
Director

*Cindy Quon*  
Governor's  
Ex-Officio Member

### EXECUTIVE OFFICE

*Arthur T. Leahy*  
Chief Executive Officer

NOTICE OF HEARING REGARDING THE INTENTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF PROPERTY LOCATED IN THE CITY OF ANAHEIM, CALIFORNIA, WHICH IS LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO. NOTICE IS PROVIDED PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1245.235.

TO: Commercial Family Limited Partnership,  
A Nevada Limited Partnership  
202 North Curry Street, Suite 100  
Carson City, Nevada 89703-4121

California Code of Civil Procedure Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following conditions are satisfied:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.
- (d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

YOU ARE HEREBY NOTIFIED, that the Board of Directors for the OCTA, at its meeting to be held on Monday, November 24, 2008, commencing at 9:00 A.M., or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, California, 92683-1584, will meet to decide if the above conditions are met concerning your property and, if the conditions are met, to consider the adoption of a Resolution of Necessity pursuant to Public Utilities Code Section 130220.5, et seq., for acquisition by eminent domain of a fee interest in certain real property (Property) in connection with the Metrolink Service Expansion Program (Project). Project improvements include railroad track improvements, layover and turnback facilities, station improvements and other improvements at Fullerton and Anaheim necessary for improved Metrolink service implementation. The Property is 14,013 +/- square feet, slightly irregular in shape, which is legally described on Exhibit A, attached hereto. Maps depicting the property have also been attached for your convenience.

The hearing will be held on Monday, November 24, 2008 at 9:00 AM, or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, CA 92683-1584.

You, as a person claiming or having an interest in and to the Property, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing.

The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether or not the public interest and necessity require the Project;
2. Whether or not the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether or not the property sought to be acquired is necessary for this Project,
4. Whether the offer required to be made by Government Code Section 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation was made to the owner or owners of record.

Questions regarding the amount of compensation to be paid are not part of this proceeding and the Board does not consider such in determining whether a Resolution should be adopted.

If adopted, the Resolution will authorize the OCTA to acquire the Property by eminent domain.

If you wish to be heard at this hearing, you MUST FILE A WRITTEN REQUEST, indicating your intent to appear and be heard, within fifteen (15) days of the mailing of this notice by filing or delivering that written request to the OCTA, Attention: James Staudinger, at 550 South Main Street, P. O. Box 14184, Orange, CA 92863-1584.

Your failure to timely file a written request to appear and be heard may result in a waiver of your right to be heard.

For further information, contact Simin Yazdan at (714) 560-5758.

Dated and Mailed: October 24, 2008

  
James Staudinger

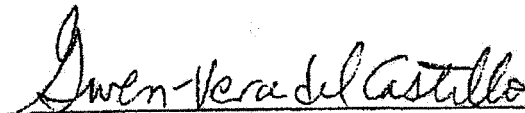
**EXHIBIT "A"  
LEGAL DESCRIPTION**

THAT PORTION OF A STRIP OF LAND, 70.0 FEET IN WIDTH, BEING ALL THAT PART OF THE ANAHEIM BRANCH (NOW ABANDONED) OF THE UNION PACIFIC RAILROAD COMPANY, SUCCESSOR IN INTEREST TO THE LOS ANGELES & SALT LAKE RAILROAD COMPANY, SITUATE IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE & MERIDIAN, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID STRIP LYING BETWEEN LINES DISTANT 0.00 FEET AND 70.0 FEET WESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AS PRESENTLY CONSTRUCTED AND OPERATED, THE SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED IN THE QUITCLAIM DEED TO COMMERCIAL FAMILY LIMITED PARTNERSHIP, RECORDED JANUARY 3, 2001 AS DOCUMENT NO. 20010001700 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF SAID STRIP BEING BOUNDED ON THE NORTH BY THE NORTHERLY LINE OF THE SAID SOUTHEAST QUARTER (SE ¼) OF SECTION 3 AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF PARCEL 1 AS DESCRIBED IN THE DEED OF EASEMENT TO STATE OF CALIFORNIA, RECORDED DECEMBER 4, 1957 IN BOOK 4124, PAGE 257 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

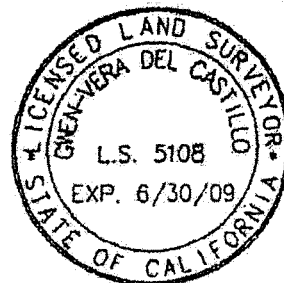
CONTAINING 14,013 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

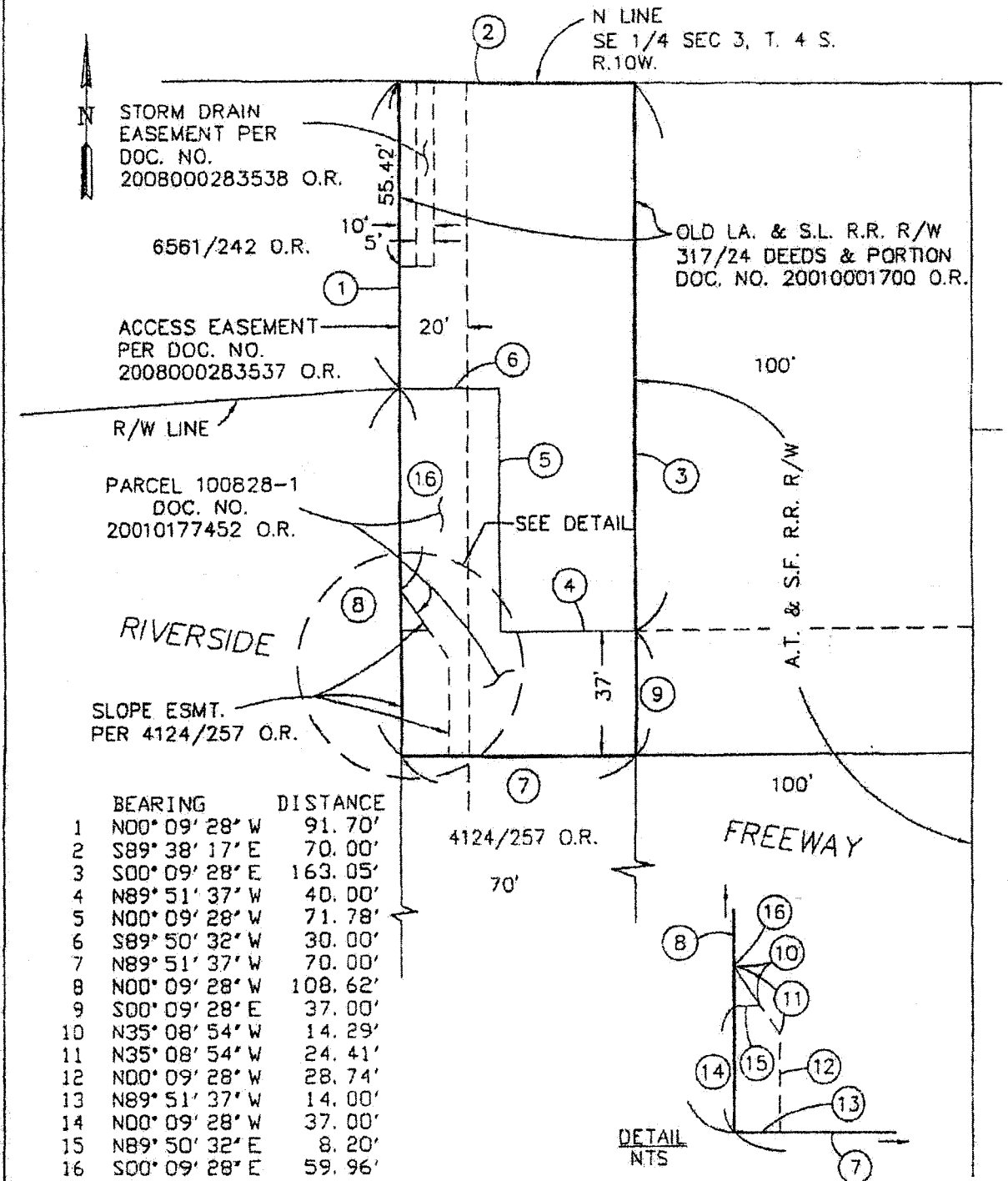
DATED THIS 26<sup>th</sup> DAY OF AUGUST, 2008.



GWEN-VERA DEL CASTILLO, PLS 5108  
REGISTRATION EXPIRES 6/30/09



RANCHO SAN JUAN CAJON DE SANTA ANA



STORM DRAIN  
EASEMENT PER  
DOC. NO.  
2008000283538 O.R.

6561/242 O.R.

ACCESS EASEMENT  
PER DOC. NO.  
2008000283537 O.R.

PARCEL 100828-1  
DOC. NO.  
20010177452 O.R.

SLOPE ESMT.  
PER 4124/257 O.R.

N LINE  
SE 1/4 SEC 3, T. 4 S.  
R.10W.

OLD LA. & S.L. R.R. R/W  
317/24 DEEDS & PORTION  
DOC. NO. 20010001700 O.R.

A.T. & S.F. R.R. R/W

FREEWAY

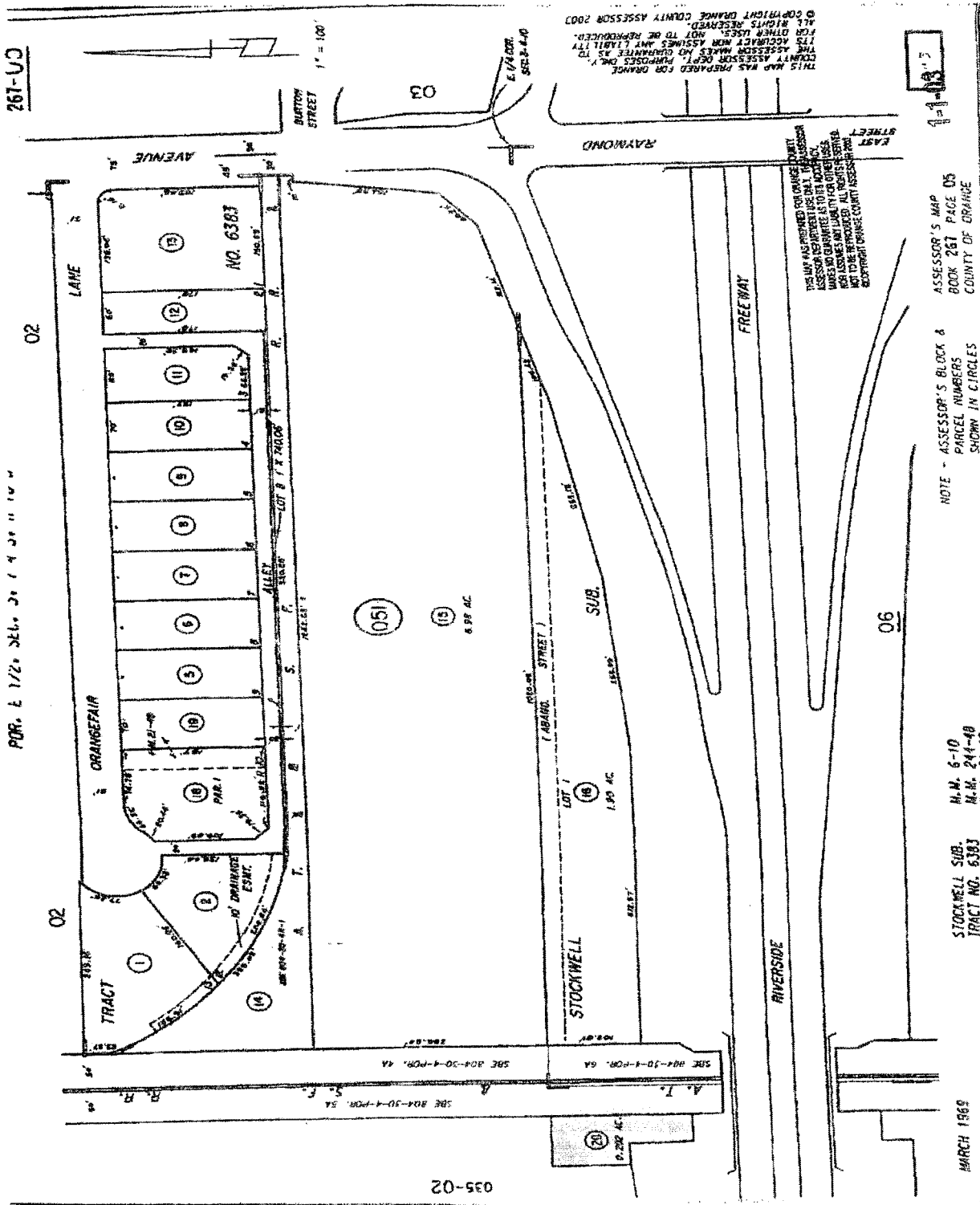
	BEARING	DISTANCE
1	N00° 09' 28" W	91.70'
2	S89° 38' 17" E	70.00'
3	S00° 09' 28" E	163.05'
4	N89° 51' 37" W	40.00'
5	N00° 09' 28" W	71.78'
6	S89° 50' 32" W	30.00'
7	N89° 51' 37" W	70.00'
8	N00° 09' 28" W	108.62'
9	S00° 09' 28" E	37.00'
10	N35° 08' 54" W	14.29'
11	N35° 08' 54" W	24.41'
12	N00° 09' 28" W	28.74'
13	N89° 51' 37" W	14.00'
14	N00° 09' 28" W	37.00'
15	N89° 50' 32" E	8.20'
16	S00° 09' 28" E	59.96'

DETAIL  
NTS

JOB #: 107-065  
DATE: 8/5/08  
SCALE: 1" = 40'  
SHEET 1 OF 1

EXHIBIT "B"  
AP NO. 267-051-20

COAST SURVEYING, INC.  
15031 PARKWAY LOOP, SUITE 8  
TUSTIN, CA 92780-6527 (714) 818-8266



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NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

STOCKWELL SUB. TRACT NO. 6383 PARCEL MAP

MARCH 1969

H.M. 6-10  
H.M. 244-48  
P.M. 21-48

ASSESSOR'S MAP  
BOOK 267 PAGE 05  
COUNTY OF ORANGE

267-UC

02

PAR. & 1/2'S S.E. 1/4'S 1 & 2 11 10 W

02

035-02

# EXHIBIT “C”



BOARD OF DIRECTORS

*Chris Norby*  
Chairman

*Peter Bufta*  
Vice Chairman

*Jerry Amante*  
Director

*Patricia Bates*  
Director

*Art Brown*  
Director

*Bill Campbell*  
Director

*Carolyn V. Cavacchi*  
Director

*Richard Dixon*  
Director

*Paul G. Ghaab*  
Director

*Cathy Green*  
Director

*Allan Mansoor*  
Director

*John Moorlach*  
Director

*Janet Nguyen*  
Director

*Curt Pringle*  
Director

*Miguel Pulido*  
Director

*Mark Rosen*  
Director

*Gregory T. Winterbottom*  
Director

*Cindy Guan*  
Governor's  
Ex-Officio Member

EXECUTIVE OFFICE

*Arthur T. Leahy*  
Chief Executive Officer

October 29, 2008

The Honorable Curt Pringle  
Mayor  
City of Anaheim  
200 South Anaheim Boulevard  
Anaheim, CA 92805

Dear Mayor Pringle:

As you are aware, the Orange County Transportation Authority (OCTA) is advancing a major rail service expansion program for Orange County. The project will provide 30 to 60 minute service throughout the day and transform Metrolink into a more viable travel option for thousands of Orange County residents. The additional trains are scheduled to begin operation in early 2010.

As part of this project, OCTA is working closely with the cities along the corridor to make capital improvements ranging from grade crossing safety enhancements to transit station expansions. These improvements also call for additional track capacity, which requires the acquisition of additional right of way adjacent to the existing railroad tracks.

Over the past year, OCTA has been working with the property owners and your city towards acquiring the necessary land. Despite our best efforts, it is necessary at this time to proceed with adoption of resolution of necessity for some of the property.

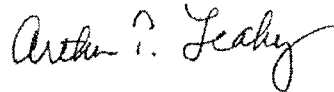
Attached are copies of Notices of Hearing from property that the OCTA is considering acquiring within your city limits. The property is not city property; however, we are giving you notice of the resolution of necessity hearing pursuant to the requirements set forth in California Public Utilities Code Section 130220.5.

OCTA will continue working with the property owners towards a mutually acceptable settlement, but OCTA also needs to preserve its legal options to ensure timely implementation of this vital project.

The Honorable Curt Pringle  
October 29, 2008  
Page 2

Should you have any questions, please do not hesitate to contact  
Simin Yazdan, Senior Right of Way Administrator, at (714) 560-5758.

Sincerely,

Handwritten signature of Arthur T. Leahy in cursive script.

Arthur T. Leahy  
Chief Executive Officer

ATL:js  
Attachment

c: City Council Members  
City Clerk





## NOTICE OF HEARING

### BOARD OF DIRECTORS

*Chris Norby*  
Chairman

*Peter Bufa*  
Vice Chairman

*Jerry Amante*  
Director

*Patricia Bates*  
Director

*Art Brown*  
Director

*Bill Campbell*  
Director

*Carolyn V. Cavecche*  
Director

*Richard Dixon*  
Director

*Paul G. Glaab*  
Director

*Galby Green*  
Director

*Allan Mansoor*  
Director

*John Moorlach*  
Director

*Janet Nguyen*  
Director

*Curt Pungle*  
Director

*Miguel Pineda*  
Director

*Mark Rosen*  
Director

*Gregory T. Winterbottom*  
Director

*Cindy Quon*  
Governor's  
Ex-Officio Member

### CHIEF EXECUTIVE OFFICER

*Arthur T. Leamy*  
Chief Executive Officer

NOTICE OF HEARING REGARDING THE INTENTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF PROPERTY LOCATED IN THE CITY OF ANAHEIM, CALIFORNIA, WHICH IS LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO. NOTICE IS PROVIDED PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1245.235.

TO: Commercial Family Limited Partnership,  
A Nevada Limited Partnership  
202 North Curry Street, Suite 100  
Carson City, Nevada 89703-4121

California Code of Civil Procedure Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following conditions are satisfied:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.
- (d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

YOU ARE HEREBY NOTIFIED, that the Board of Directors for the OCTA, at its meeting to be held on Monday, November 24, 2008, commencing at 9:00 A.M., or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, California, 92683-1584, will meet to decide if the above conditions are met concerning your property and, if the conditions are met, to consider the adoption of a Resolution of Necessity pursuant to Public Utilities Code Section 130220.5, et seq., for acquisition by eminent domain of a fee interest in certain real property (Property) in connection with the Metrolink Service Expansion Program (Project). Project improvements include railroad track improvements, layover and turnback facilities, station improvements and other improvements at Fullerton and Anaheim necessary for improved Metrolink service implementation. The Property is 14,013 +/- square feet, slightly irregular in shape, which is legally described on Exhibit A, attached hereto. Maps depicting the property have also been attached for your convenience.

The hearing will be held on Monday, November 24, 2008 at 9:00 AM, or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, CA 92683-1584.

You, as a person claiming or having an interest in and to the Property, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing.

The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether or not the public interest and necessity require the Project;
2. Whether or not the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether or not the property sought to be acquired is necessary for this Project;
4. Whether the offer required to be made by Government Code Section 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation was made to the owner or owners of record.

Questions regarding the amount of compensation to be paid are not part of this proceeding and the Board does not consider such in determining whether a Resolution should be adopted.

If adopted, the Resolution will authorize the OCTA to acquire the Property by eminent domain.

If you wish to be heard at this hearing, you **MUST FILE A WRITTEN REQUEST**, indicating your intent to appear and be heard, within fifteen (15) days of the mailing of this notice by filing or delivering that written request to the OCTA, Attention: James Staudinger, at 550 South Main Street, P. O. Box 14184, Orange, CA 92863-1584.

Your failure to timely file a written request to appear and be heard may result in a waiver of your right to be heard.

For further information, contact Simin Yazdan at (714) 560-5758.

Dated and Mailed: October 24, 2008

  
James Staudinger

# EXHIBIT “D”



BOARD OF DIRECTORS

Chris Norby  
Chairman

Peter Buffa  
Vice Chairman

Jerry Amante  
Director

Patricia Bates  
Director

Art Brown  
Director

Bill Campbell  
Director

Carolyn V. Cavecche  
Director

Richard Dixon  
Director

Paul G. Glaab  
Director

Cathy Green  
Director

Allan Mansoor  
Director

John Moorlach  
Director

Janet Nguyen  
Director

Curt Pringle  
Director

Miguel Pulido  
Director

Mark Rosen  
Director

Gregory T. Winterbottom  
Director

Cindy Quon  
Governor's  
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

November 26, 2008

Commercial Family Limited Partnership  
A Nevada Limited Partnership  
202 North Curry Street, Suite 100  
Carson City, Nevada 89703-4121

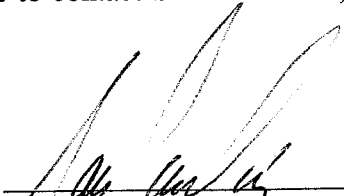
Dear Sir or Madam:

On Monday, November 24, 2008, the Board of Directors for the Orange County Transportation Authority (OCTA) met to consider the adoption of a Resolution of Necessity for acquisition by eminent domain in certain real property in which you have an interest in connection with the Metrolink Service Expansion Project. You were previously provided with a Notice of Hearing pursuant to California Code of Civil Procedure Section 1245.235.

The matter was continued and will now be heard by the Board of Directors for the OCTA on Monday, December 8, 2008, commencing at 9:00 a.m., or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, California 92683-1584. I have enclosed the notice of hearing previously provided to you for your reference.

Should you have any questions, please do not hesitate to contact Simin Yazdan, Senior Right of Way Administrator at (714) 560-5758.

Dated and Mailed: November 26, 2008

  
James Staudinger

Enclosure



## NOTICE OF HEARING

### BOARD OF DIRECTORS

Chris Narby  
Chairman

Peter Buffa  
Vice Chairman

Jerry Amante  
Director

Patricia Bates  
Director

Art Brown  
Director

Bill Campbell  
Director

Carolyn V. Caveccchie  
Director

Richard Dixon  
Director

Paul G. Glaab  
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Cathy Green  
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Allan Mansoor  
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John Moortach  
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Janel Nguyen  
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Curt Pringle  
Director

Miguel Pulido  
Director

Mark Rosen  
Director

Gregory T. Winterbottom  
Director

Cindy Quon  
Governor's  
Ex-Officio Member

### EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

NOTICE OF HEARING REGARDING THE INTENTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF PROPERTY LOCATED IN THE CITY OF ANAHEIM, CALIFORNIA, WHICH IS LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO. NOTICE IS PROVIDED PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1245.235.

TO: Commercial Family Limited Partnership,  
A Nevada Limited Partnership  
202 North Curry Street, Suite 100  
Carson City, Nevada 89703-4121

California Code of Civil Procedure Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following conditions are satisfied:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.
- (d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

YOU ARE HEREBY NOTIFIED, that the Board of Directors for the OCTA, at its meeting to be held on Monday, November 24, 2008, commencing at 9:00 A.M., or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, California, 92683-1584, will meet to decide if the above conditions are met concerning your property and, if the conditions are met, to consider the adoption of a Resolution of Necessity pursuant to Public Utilities Code Section 130220.5, et seq., for acquisition by eminent domain of a fee interest in certain real property (Property) in connection with the Metrolink Service Expansion Program (Project). Project improvements include railroad track improvements, layover and turnback facilities, station improvements and other improvements at Fullerton and Anaheim necessary for improved Metrolink service implementation. The Property is 14,013 +/- square feet, slightly irregular in shape, which is legally described on Exhibit A, attached hereto. Maps depicting the property have also been attached for your convenience.

The hearing will be held on Monday, November 24, 2008 at 9:00 AM, or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, CA 92863-1584.

You, as a person claiming or having an interest in and to the Property, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing.

The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether or not the public interest and necessity require the Project;
2. Whether or not the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether or not the property sought to be acquired is necessary for this Project,
4. Whether the offer required to be made by Government Code Section 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation was made to the owner or owners of record.

Questions regarding the amount of compensation to be paid are not part of this proceeding and the Board does not consider such in determining whether a Resolution should be adopted.

If adopted, the Resolution will authorize the OCTA to acquire the Property by eminent domain.

If you wish to be heard at this hearing, you **MUST FILE A WRITTEN REQUEST**, indicating your intent to appear and be heard, within fifteen (15) days of the mailing of this notice by filing or delivering that written request to the OCTA, Attention: James Staudinger, at 550 South Main Street, P. O. Box 14184, Orange, CA 92863-1584.

Your failure to timely file a written request to appear and be heard may result in a waiver of your right to be heard.

For further information, contact Simin Yazdan at (714) 560-5758.

Dated and Mailed: October 24, 2008

  
\_\_\_\_\_  
James Staudinger

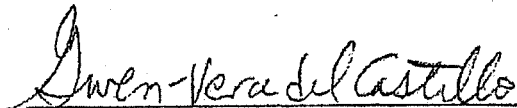
EXHIBIT "A"  
LEGAL DESCRIPTION

THAT PORTION OF A STRIP OF LAND, 70.0 FEET IN WIDTH, BEING ALL THAT PART OF THE ANAHEIM BRANCH (NOW ABANDONED) OF THE UNION PACIFIC RAILROAD COMPANY, SUCCESSOR IN INTEREST TO THE LOS ANGELES & SALT LAKE RAILROAD COMPANY, SITUATE IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE & MERIDIAN, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID STRIP LYING BETWEEN LINES DISTANT 0.00 FEET AND 70.0 FEET WESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AS PRESENTLY CONSTRUCTED AND OPERATED, THE SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED IN THE QUITCLAIM DEED TO COMMERCIAL FAMILY LIMITED PARTNERSHIP, RECORDED JANUARY 3, 2001 AS DOCUMENT NO. 20010001700 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF SAID STRIP BEING BOUNDED ON THE NORTH BY THE NORTHERLY LINE OF THE SAID SOUTHEAST QUARTER (SE ¼) OF SECTION 3 AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF PARCEL 1 AS DESCRIBED IN THE DEED OF EASEMENT TO STATE OF CALIFORNIA, RECORDED DECEMBER 4, 1957 IN BOOK 4124, PAGE 257 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

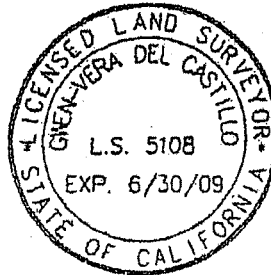
CONTAINING 14,013 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

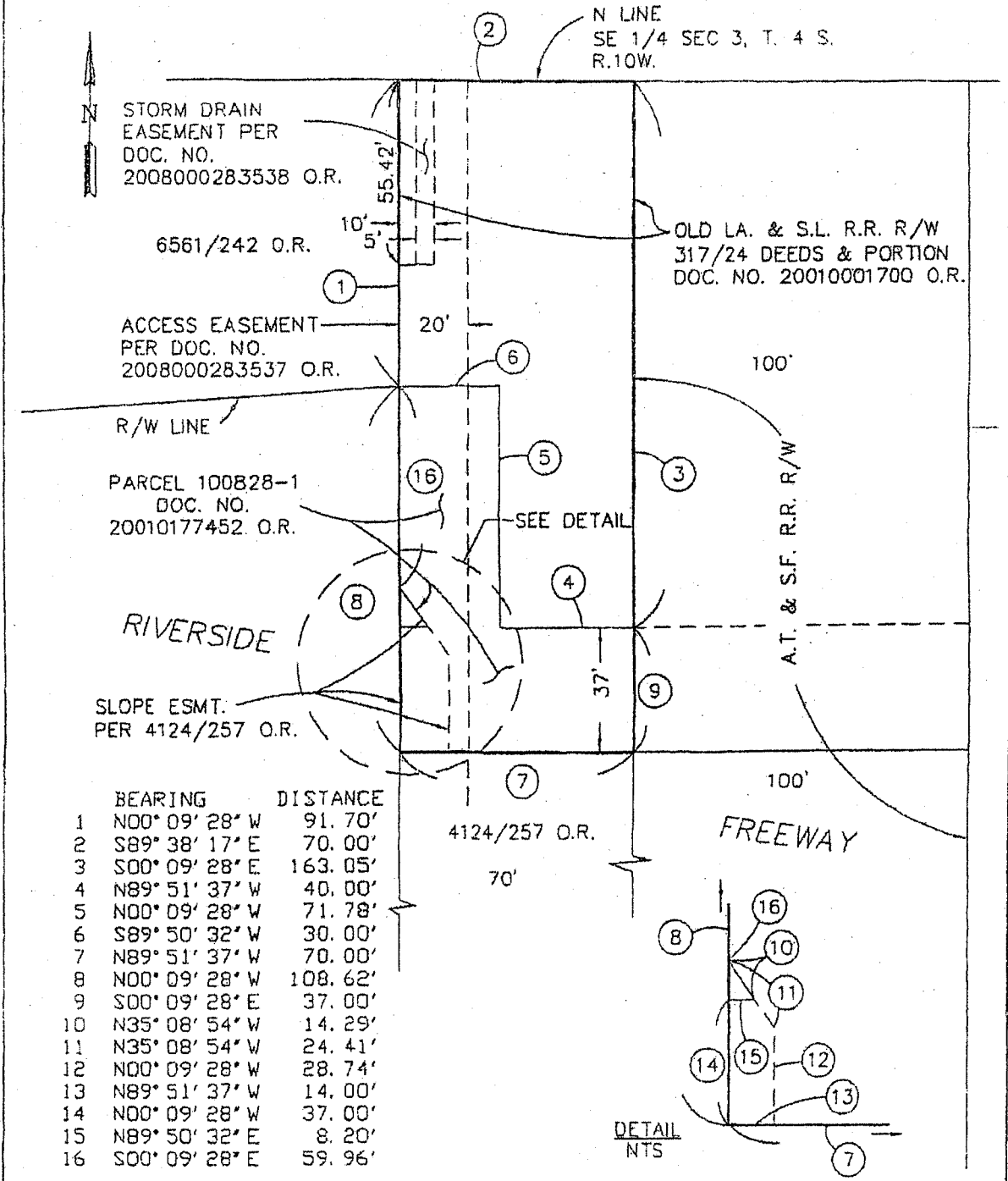
DATED THIS 26<sup>th</sup> DAY OF AUGUST, 2008.



GWEN-VERA DEL CASTILLO, PLS 5108  
REGISTRATION EXPIRES 6/30/09



RANCHO SAN JUAN CAJON DE SANTA ANA



JOB #: 107-065  
 DATE: 8/5/08  
 SCALE: 1" = 40'  
 SHEET 1 OF 1

EXHIBIT "B"  
 AP NO. 267-051-20

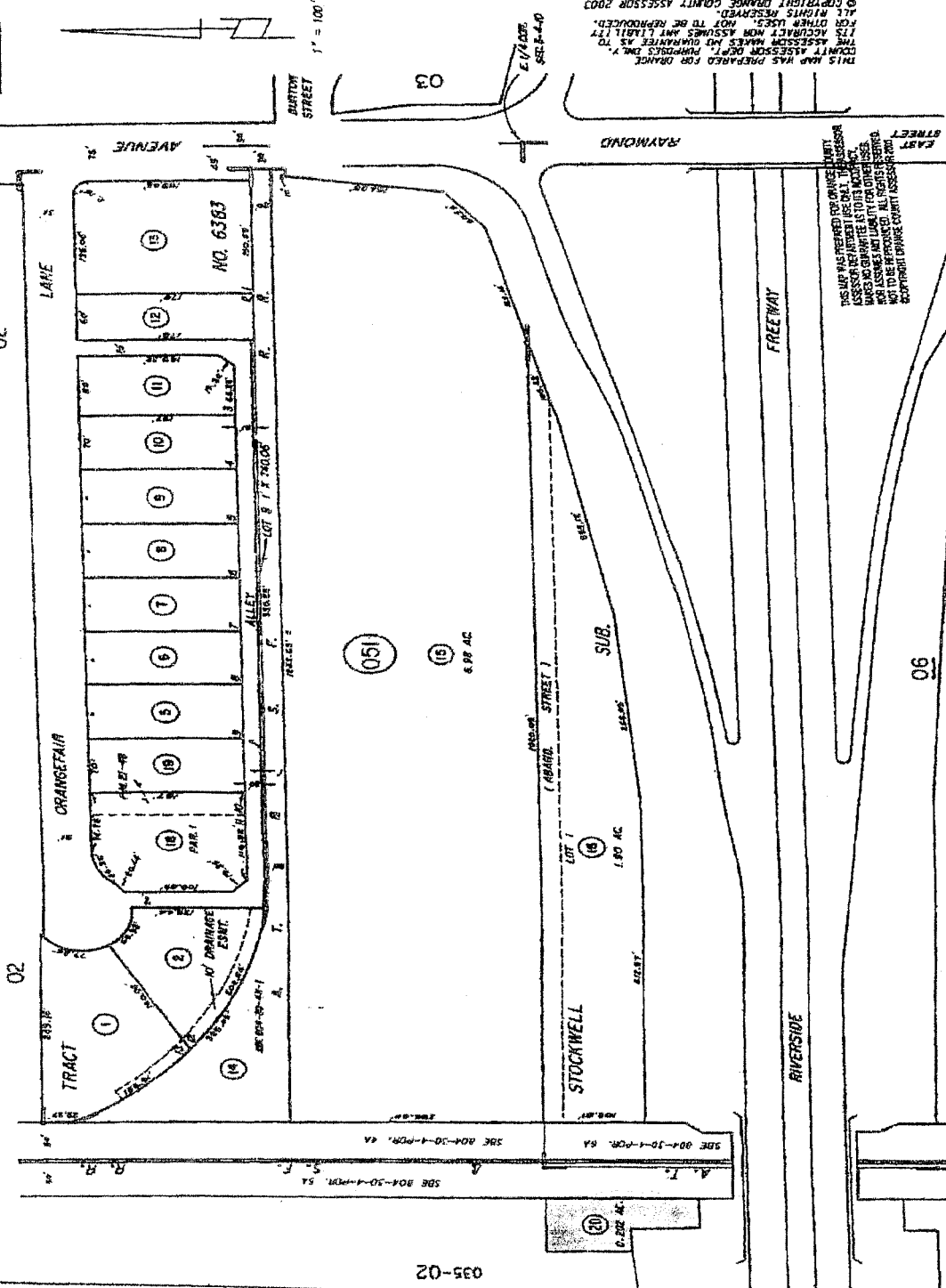
COAST SURVEYING, INC.  
 15031 PARKWAY LOOP, SUITE 8  
 TUSTIN, CA 92780-6527 (714) 918-6266



261-UC

02

PAR. 6 1/2, S.E. 20 & 4 30 11 10 14



1-1-03

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 281 PAGE 05 COUNTY OF DRANGE

STOCKWELL SUB. TRACT NO. 6383 PARCEL MAP

H.M. 6-10  
H.M. 244-48  
P.M. 21-48

MARCH 1969

THIS MAP WAS PREPARED FOR DRANGE COUNTY BY THE COUNTY ASSESSOR'S OFFICE. THE ASSESSOR'S OFFICE MAKES NO GUARANTEE AS TO THE ACCURACY OF THE MAP. THE ASSESSOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THIS MAP IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ASSESSOR'S OFFICE.

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# EXHIBIT “E”



BOARD OF DIRECTORS

Chris Norby  
Chairman

Peter Buffa  
Vice Chairman

Jerry Amante  
Director

Patricia Bates  
Director

Art Brown  
Director

Bill Campbell  
Director

Carolyn V. Cavecohe  
Director

Richard Dixon  
Director

Paul G. Glaab  
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Cathy Green  
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Allan Mansoor  
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John Moorlach  
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Janet Nguyen  
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Curt Pringle  
Director

Miguel Pulido  
Director

Mark Rosen  
Director

Gregory T. Winterbottom  
Director

Cindy Quon  
Governor's  
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

December 1, 2008

The Honorable Curt Pringle  
Mayor  
City of Anaheim  
200 South Anaheim Boulevard  
Anaheim, CA 92805

Dear Mayor Pringle:

As you may recall, on Monday, November 24, 2008, there was a resolution of necessity hearing regarding property that the Orange County Transportation Authority (OCTA) is considering acquiring within your city limits. The property is not city property; however, notice of the resolution of necessity hearing was previously provided to you pursuant to the requirements set forth in California Public Utilities Code Section 130220.5.

The matter was continued and will now be heard by the OCTA Board of Directors on Monday, December 8, 2008, commencing at 9:00 a.m., or as soon thereafter as OCTA can hear said matter, at 600 South Main Street, Orange, California 92683. I have enclosed the cover letter and notice of hearing previously provided to you for your reference.

Should you have any questions, please do not hesitate to contact Simin Yazdan, Senior Right of Way Administrator, at (714) 560-5758.

Sincerely,

Arthur T. Leahy  
Chief Executive Officer

ATL:js  
Enclosures

c: City Council Members  
City Clerk



BOARD OF DIRECTORS

Chris Norby  
Chairman

Peter Buffa  
Vice Chairman

Jerry Amante  
Director

Patricia Bates  
Director

Art Brown  
Director

Bill Campbell  
Director

Carolyn V. Cavacotte  
Director

Richard Dixon  
Director

Paul G. Claab  
Director

Cathy Green  
Director

Allen Mansoor  
Director

John Moorlach  
Director

Janet Nguyen  
Director

Curt Pringle  
Director

Miguel Pulido  
Director

Mark Rosen  
Director

Gregory T. Winterbottom  
Director

Cindy Guon  
Governor's  
Ex-Officio Member

EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

October 29, 2008

The Honorable Curt Pringle  
Mayor  
City of Anaheim  
200 South Anaheim Boulevard  
Anaheim, CA 92805

Dear Mayor Pringle:

As you are aware, the Orange County Transportation Authority (OCTA) is advancing a major rail service expansion program for Orange County. The project will provide 30 to 60 minute service throughout the day and transform Metrolink into a more viable travel option for thousands of Orange County residents. The additional trains are scheduled to begin operation in early 2010.

As part of this project, OCTA is working closely with the cities along the corridor to make capital improvements ranging from grade crossing safety enhancements to transit station expansions. These improvements also call for additional track capacity, which requires the acquisition of additional right of way adjacent to the existing railroad tracks.

Over the past year, OCTA has been working with the property owners and your city towards acquiring the necessary land. Despite our best efforts, it is necessary at this time to proceed with adoption of resolution of necessity for some of the property.

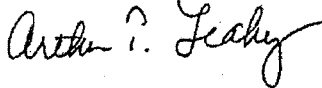
Attached are copies of Notices of Hearing from property that the OCTA is considering acquiring within your city limits. The property is not city property; however, we are giving you notice of the resolution of necessity hearing pursuant to the requirements set forth in California Public Utilities Code Section 130220.5.

OCTA will continue working with the property owners towards a mutually acceptable settlement, but OCTA also needs to preserve its legal options to ensure timely implementation of this vital project.

The Honorable Curt Pringle  
October 29, 2008  
Page 2

Should you have any questions, please do not hesitate to contact  
Simin Yazdan, Senior Right of Way Administrator, at (714) 560-5758.

Sincerely,



Arthur T. Leahy  
Chief Executive Officer

ATL:js  
Attachment

c: City Council Members  
City Clerk



## NOTICE OF HEARING

### BOARD OF DIRECTORS

Chris Norby  
Chairman

Peter Buffa  
Vice Chairman

Jerry Amante  
Director

Patricia Bates  
Director

Art Brown  
Director

Bill Campbell  
Director

Carolyn V. Cavocche  
Director

Richard Dixon  
Director

Paul G. Glaab  
Director

Cathy Graen  
Director

Allan Mansoor  
Director

John Moorlach  
Director

Janel Nguyen  
Director

Curt Pringle  
Director

Miguel Pludo  
Director

Mark Rosen  
Director

Gregory T. Winterbottom  
Director

Cindy Quon  
Governor's  
Ex-Officio Member

### EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

NOTICE OF HEARING REGARDING THE INTENTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF PROPERTY LOCATED IN THE CITY OF ANAHEIM, CALIFORNIA, WHICH IS LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO. NOTICE IS PROVIDED PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1245.235.

TO: Commercial Family Limited Partnership,  
A Nevada Limited Partnership  
202 North Curry Street, Suite 100  
Carson City, Nevada 89703-4121

California Code of Civil Procedure Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following conditions are satisfied:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.
- (d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

YOU ARE HEREBY NOTIFIED, that the Board of Directors for the OCTA, at its meeting to be held on Monday, November 24, 2008, commencing at 9:00 A.M., or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, California, 92683-1584, will meet to decide if the above conditions are met concerning your property and, if the conditions are met, to consider the adoption of a Resolution of Necessity pursuant to Public Utilities Code Section 130220.5, et seq., for acquisition by eminent domain of a fee interest in certain real property (Property) in connection with the Metrolink Service Expansion Program (Project). Project improvements include railroad track improvements, layover and turnback facilities, station improvements and other improvements at Fullerton and Anaheim necessary for improved Metrolink service implementation. The Property is 14,013 +/- square feet, slightly irregular in shape, which is legally described on Exhibit A, attached hereto. Maps depicting the property have also been attached for your convenience.

The hearing will be held on Monday, November 24, 2008 at 9:00 AM, or as soon thereafter as the OCTA can hear said matter, at 600 South Main Street, Orange, CA 92683-1584.

You, as a person claiming or having an interest in and to the Property, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing.

The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether or not the public interest and necessity require the Project;
2. Whether or not the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether or not the property sought to be acquired is necessary for this Project,
4. Whether the offer required to be made by Government Code Section 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation was made to the owner or owners of record.

Questions regarding the amount of compensation to be paid are not part of this proceeding and the Board does not consider such in determining whether a Resolution should be adopted.

If adopted, the Resolution will authorize the OCTA to acquire the Property by eminent domain.

If you wish to be heard at this hearing, you MUST FILE A WRITTEN REQUEST, indicating your intent to appear and be heard, within fifteen (15) days of the mailing of this notice by filing or delivering that written request to the OCTA, Attention: James Staudinger, at 550 South Main Street, P. O. Box 14184, Orange, CA 92863-1584.

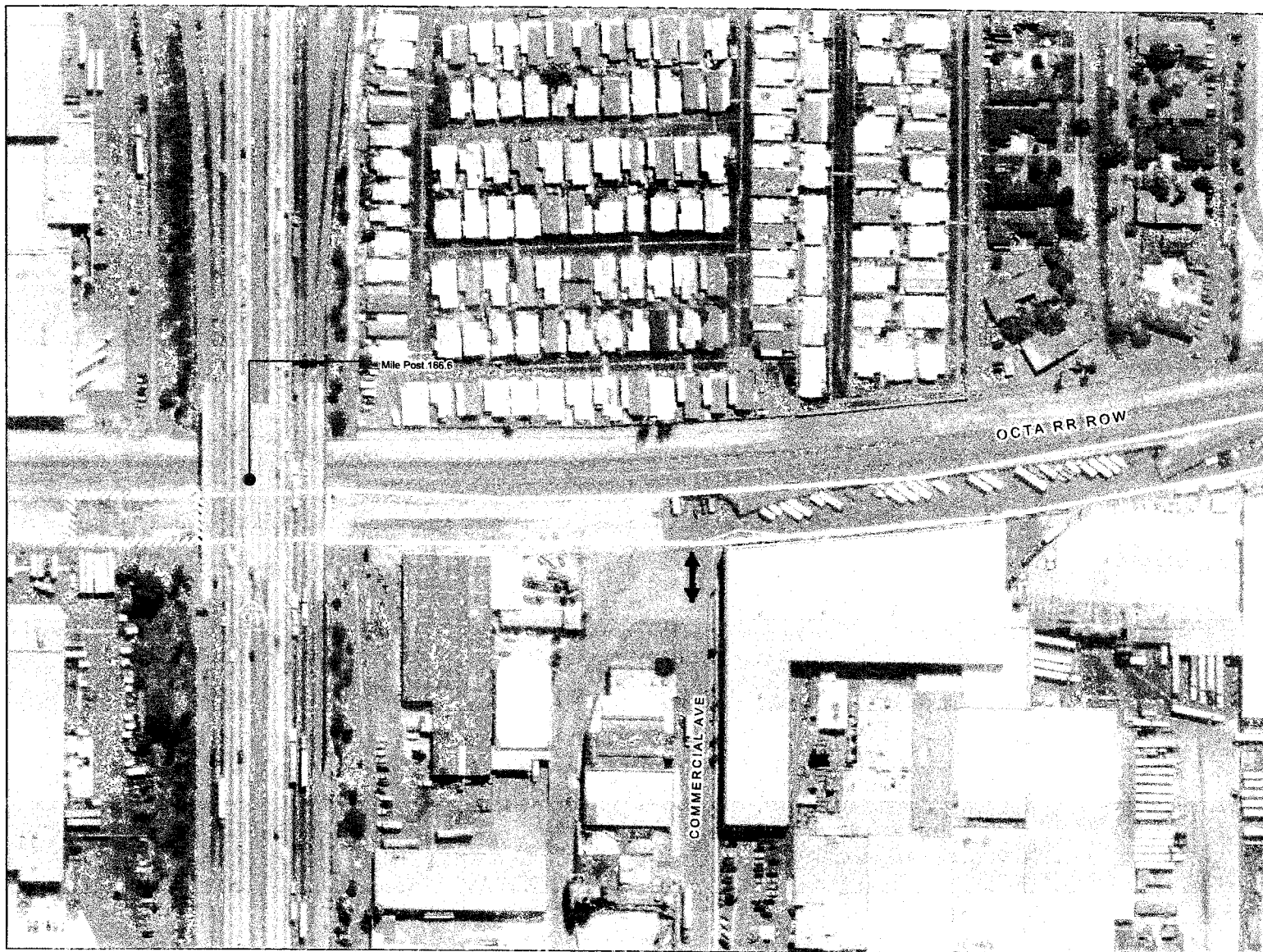
Your failure to timely file a written request to appear and be heard may result in a waiver of your right to be heard.

For further information, contact Simin Yazdan at (714) 560-5758.

Dated and Mailed: October 24, 2008

  
James Staudinger

PROPERTY LO









ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

MARK ROSEN

WHEREAS, *Mark Rosen has served on the Orange County Transportation Authority Board of Directors for four years, providing leadership and expertise to meet the growing transportation needs of Orange County; and*

WHEREAS, *during his successful tenure as a Director on the Orange County Transportation Authority Board, Mark Rosen provided guidance during the renewal of Measure M, the construction of the Garden Grove Freeway (SR-22) project and the ongoing success of the county's bus and Metrolink commuter rail service; and*

WHEREAS, *as a Board Member, Mark Rosen served as Chairman of the Highways Committee and served as a member of the Legislative and Communications, and Executive committees; and*

WHEREAS, *through Mark Rosen's leadership, the Orange County Transportation Authority began the development of new procurement procedures with the goal of delivering important transportation projects to Orange County in the most efficient and fair manner possible; and,*

WHEREAS, *Mark Rosen's professional background as an attorney contributed greatly to his participation as an Orange County Transportation Authority Board member; and*

WHEREAS, *Mark Rosen also devoted ten years to the City of Garden Grove and was most recently the Mayor Pro Tem and served on the John Wayne Airport Commission and the Orange County Integrated Waste Management Commission;*

NOW, THEREFORE, **BE IT RESOLVED** *that the Orange County Transportation Authority Board of Directors is privileged to recognize Mark Rosen's outstanding public service; and*

**BE IT FURTHER RESOLVED** *that Mark Rosen is commended for his insight, leadership, and support in providing safer, faster, more-efficient transportation solutions for the people of Orange County.*

Dated: December 8, 2008

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2008-87







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

**LOU CORREA**

*WHEREAS, Senator Lou Correa, on behalf of the Orange County Transportation Authority (OCTA), successfully authored Senate Bill (SB) 1316, signed by the Governor on September 30, 2008, to allow for the extension of a successful toll lane operations on the Riverside Freeway (State Route 91) into Riverside County; and*

*WHEREAS, the existing four-lane, ten-mile road along State Route 91 (SR-91), extending from the Costa Mesa Freeway (State Route 55) to the Orange/Riverside County line, is a model of performance based infrastructure in California and has saved commuters over 32 million hours since 1995 and invested \$10 million in revenues on general purpose lane projects since 2003; and*

*WHEREAS, the Riverside County Transportation Commission (RCTC) sought to expand on the success of the current facility by extending it from the Orange/Riverside County line to the Ontario Freeway (Interstate 15) and needed legislative authority to do so; and*

*WHEREAS, OCTA and RCTC, in a spirit of cooperation and partnership, worked with Senator Lou Correa to establish a legislative framework for the extension of the facility and include revisions to existing law to create more opportunities to improve the corridor for commuters; and*

*WHEREAS, since 80 percent of existing toll facility users support plans to extend the existing road to Interstate 15, SB 1316 provides another mobility option for commuters in one of the most congested corridors in the nation with 400,000 daily commuters needing relief.*

*NOW, THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors commends Senator Lou Correa for his willingness to champion relief for commuters in Orange and Riverside counties on State Route 91.*

*BE IT FURTHER RESOLVED that the time, effort, and dedication of Senator Lou Correa and his staff in steering SB 1316 through committee hearings, amendments, and floor votes, achieving broad consensus and defusing opposition was truly remarkable, and for that Senator Lou Correa has the respect and appreciation of the OCTA Board of Directors.*

**Dated: December 8, 2008**

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

TODD SPITZER

*WHEREAS, Assembly Member Todd Spitzer, on behalf of the Orange County Transportation Authority (OCTA), was the principal co-author and a key advocate for Senate Bill (SB) 1316, signed by the Governor on September 30, 2008, to allow for the extension of a successful toll lane operations on the Riverside Freeway (State Route 91) into Riverside County; and*

*WHEREAS, the existing four-lane, ten-mile road along State Route 91 (SR-91), extending from the Costa Mesa Freeway (State Route 55) to the Orange/Riverside County line, is a model of performance based infrastructure in California and has saved commuters over 32 million hours since 1995 and invested \$10 million in revenues on general purpose lane projects since 2003; and*

*WHEREAS, the Riverside County Transportation Commission (RCTC) sought to expand on the success of the current facility by extending it from the Orange/Riverside County line to the Ontario Freeway (Interstate 15) and needed legislative authority to do so; and*

*WHEREAS, OCTA and RCTC, in a spirit of cooperation and partnership, worked with Assembly Member Todd Spitzer to establish a legislative framework for the extension of the facility and include revisions to existing law to create more opportunities to improve the corridor for commuters; and*

*WHEREAS, since 80 percent of existing toll facility users support plans to extend the existing road to Interstate 15, SB 1316 provides another mobility option for commuters in one of the most congested corridors in the nation with 400,000 daily commuters needing relief.*

*NOW, THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors commends Assembly Member Todd Spitzer for his willingness to champion relief for commuters in Orange and Riverside counties on State Route 91.*

*BE IT FURTHER RESOLVED that the time, effort, and dedication of Assembly Member Todd Spitzer and his staff in steering SB 1316 through committee hearings, amendments, and floor votes, achieving broad consensus and defusing opposition was truly remarkable, and for that Assembly Member Todd Spitzer has the respect and appreciation of the OCTA Board of Directors.*

Dated: December 8, 2008

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

MICHAEL DUVALL

*WHEREAS, Assembly Member Michael Duvall, on behalf of the Orange County Transportation Authority (OCTA), authored Assembly Bill (AB) 387, signed by the Governor on July 22, 2008, to allow for the expanded use of design-build for transit safety, security, and disaster preparedness projects; and*

*WHEREAS, AB 958 (Chapter 541, Statutes of 2000) initially provided the authority for transit operators to contract with one entity (design-build) for the design and construction of transit projects, which was further extended and modified by SB 1130 (Chapter 196, Statutes of 2004) and AB 372 (Chapter 262, Statutes of 2006); and*

*WHEREAS, due to high minimum cost threshold requirements in current law for the use of design build at transit facilities, local agencies were hampered in their ability to adequately protect the traveling public using design-build procurement on smaller scale security projects; and*

*WHEREAS, by eliminating the minimum cost threshold for safety, security, and disaster preparedness projects, AB 387 allows OCTA, in cooperation with local cities, to improve transit security through the installation of video surveillance systems (VSS) at our 11 area Metrolink commuter rail stations and along our 47 miles of rail line in the County using design-build procurement; and*

*WHEREAS, being able to adapt quickly to changing homeland security threats on our vulnerable transit systems can prevent major tragedies from occurring locally and design build allows for this type of quick response to changing security conditions.*

*NOW, THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors commends Assembly Member Michael Duvall for his willingness to champion alternative project delivery methods to provide relief and improve the safety of commuters and taxpayers throughout California.*

*BE IT FURTHER RESOLVED that the time, effort, and dedication of Assembly Member Michael Duvall and his staff in steering AB 387 through committee hearings, amendments, and floor votes, achieving broad consensus and defusing opposition was truly remarkable, and for that Assembly Member Michael Duvall has the respect and appreciation of the OCTA Board of Directors.*

**Dated: December 8, 2008**

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority









ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

VAN TRAN

*WHEREAS, Assembly Member Van Tran, on behalf of the Orange County Transportation Authority (OCTA), successfully authored Assembly Bill (AB) 2906, signed by the Governor on June 6, 2008, to allow for the expansion of the continuous access high occupancy vehicle (HOV) lane program in Orange County; and*

*WHEREAS, the Costa Mesa Freeway (State Route 55) was the only freeway in California that was required to maintain a four-foot buffer between the HOV lane and the general purpose lanes; and*

*WHEREAS, this requirement barred the continuous access program from expanding to State Route 55 since the barrier prevented restriping that would permit HOV lane users to enter and exit the lane anywhere along the route; and*

*WHEREAS, AB 2906 eliminated the requirement to maintain the four-foot buffer and allowed OCTA and the California Department of Transportation to move forward with initial continuous access restriping along a five and one-half mile segment and the consideration of additional capacity and access improvements in the future.*

*NOW, THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors commends Assembly Member Van Tran for his willingness to champion relief for commuters along State Route 55.*

*BE IT FURTHER RESOLVED that the time, effort, and dedication of Assembly Member Van Tran and his staff in steering AB 2906 through committee hearings and a number of committee and floor votes, achieving broad consensus and defusing opposition was truly remarkable, and for that Assembly Member Van Tran has the respect and appreciation of the OCTA Board of Directors.*

**Dated: December 8, 2008**

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

**BOB HUFF**

*WHEREAS, Assembly Member Bob Huff, on behalf of the Orange County Transportation Authority (OCTA), successfully authored Assembly Bill (AB) 2906, signed by the Governor on June 6, 2008, to allow for the expansion of the continuous access high occupancy vehicle (HOV) lane program in Orange County; and*

*WHEREAS, the Costa Mesa Freeway (State Route 55) was the only freeway in California that was required to maintain a four-foot buffer between the HOV lane and the general purpose lanes; and*

*WHEREAS, this requirement barred the continuous access program from expanding to State Route 55 since the barrier prevented restriping that would permit HOV lane users to enter and exit the lane anywhere along the route; and*

*WHEREAS, AB 2906 eliminated the requirement to maintain the four-foot buffer and allowed OCTA and the California Department of Transportation to move forward with initial continuous access restriping along a five and one-half mile segment and the consideration of additional capacity and access improvements in the future.*

*NOW, THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors commends Assembly Member Bob Huff for his willingness to champion relief for commuters along State Route 55.*

*BE IT FURTHER RESOLVED that the time, effort, and dedication of Assembly Member Bob Huff and his staff in steering AB 2906 through committee hearings and a number of committee and floor votes, achieving broad consensus and defusing opposition was truly remarkable, and for that Assembly Member Bob Huff has the respect and appreciation of the OCTA Board of Directors.*

**Dated: December 8, 2008**

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

*Jose Ruiz*

*WHEREAS, the Orange County Transportation Authority recognizes and commends Jose Ruiz; and*

*WHEREAS, be it known that Jose has performed his duties as OCTA's Senior Facilities Technician with the highest level of professionalism and integrity.*

*WHEREAS, Jose is an excellent Senior Technician with perfect attendance and an outstanding safety record. Jose has been a Safety Captain for the past eight years;*

*WHEREAS, Jose's work ethic motivates his fellow employees to a higher level as he sets the pace for the rest of the crew;*

**NOW, THEREFORE, BE IT RESOLVED** that the Authority does hereby declare Jose Ruiz as the Orange County Transportation Authority Maintenance Employee of the Month for November 2008; and

**BE IT FURTHER RESOLVED** that the Orange County Transportation Authority Board of Directors recognizes Jose Ruiz's valued service to the Authority.

**Dated: November 24, 2008**

\_\_\_\_\_  
Chris Norby, Chairman  
Orange County Transportation Authority

\_\_\_\_\_  
Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2008-66







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

*Ignacio Cuica*

WHEREAS, the Orange County Transportation Authority recognizes and commends Ignacio Cuica; and

WHEREAS, let it be known that Ignacio Cuica has earned a seven (7) year Safe Driving Award, and has been with the Authority since March 2, 2001. He has distinguished himself by maintaining an outstanding record for safety, attendance, and customer relations; and

WHEREAS, Ignacio's dedication to his duties and desire to excel are duly noted, and he is recognized as an outstanding Authority employee who has consistently demonstrated a level of professionalism that is the embodiment of the Authority's core values; and

WHEREAS, be it known that Ignacio Cuica takes great pride in his safe driving record and he provides excellent customer service. Ignacio demonstrates true professionalism in his overall performance as an OCTA Coach Operator.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Ignacio Cuica as the Orange County Transportation Authority Coach Operator Employee of the Month for December 2008; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Ignacio Cuica's valued service to the Authority.

Dated: December 8, 2008

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2008-100







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

*Dan McKenzie*

WHEREAS, the Orange County Transportation Authority recognizes and commends Dan McKenzie; and

WHEREAS, be it known that Dan McKenzie is a valued member of the Maintenance Department. He takes every opportunity to improve himself and become one of the most exceptional mechanics. Dan's skills and superb "can do attitude" in performing all facets of vehicle maintenance have earned him the respect of all who work with him. Dan brings a great attitude to work on a daily basis and is a mechanic who can be depended on to always produce positive results. His commitment to team work, standards of excellence and organizational pride make him a strong asset to the Santa Ana Base.

WHEREAS, his dedication to his duties and desire to excel are duly noted, and he is recognized as an outstanding Authority employee.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Dan McKenzie as the Orange County Transportation Authority Maintenance Employee of the Month for December 2008; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Dan McKenzie's valued service to the Authority.

Dated: December 8, 2008

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2008-99





ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

*Kristin Essner*

WHEREAS, the Orange County Transportation Authority recognizes and commends Kristin Essner; and

WHEREAS, be it known that Kristin has served as one of the key staff members at OCTA participating in the negotiation and implementation of the state's efforts to reduce greenhouse gas emissions through the California Air Resources Board's Proposed Scoping Plan, AB 32 (Chapter 488, Statutes of 2006) and SB 375 (Chapter 728, Statutes of 2008); and

WHEREAS, Kristin's contributions have led to a greater understanding of the needs of local transportation agencies across the state and has also led to the integration of OCTA's comments into statewide plans and legislation; and

WHEREAS, Kristin's knowledge and understanding of the policies and directives of the OCTA Board of Directors, her background in environmental and legal issues, as well as her excellent communication skills, leads her to be a well respected advisor in the field both internally and externally; and

WHEREAS, Kristin's can-do attitude, teamwork spirit, and dedication help create a positive working environment and demonstrate the high standard of OCTA's values.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Kristin Essner as the Orange County Transportation Authority Administrative Employee of the Month for December 2008; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Kristin Essner's valued service to the Authority.

Dated: December 8, 2008

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2008-101







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

*SSO David Harris*

WHEREAS, the Orange County Transportation Authority recognizes and commends Sheriff's Special Officer David Harris; and

WHEREAS, SSO Harris has been assigned to Transit Police Services since July 1993, handling the responsibilities involved with working at Transit Police Services with enthusiasm and a strong desire to provide the best service possible to OCTA, it's employees and the patrons who utilize the transportation system; and

WHEREAS, SSO Harris has shown versatility throughout his 15 years at TPS working various assignments including patrolling the bus routes, handling calls for service, providing security on the buses and the various transit centers; and

WHEREAS, SSO Harris's primary duties now include providing security within the revenue room, monitoring revenue staff, monitoring the alarm panels, and observing base traffic via the closed circuit televisions. SSO Harris always strives to perform his duties within the guidelines of OCTA and Transit Police Services.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare SSO David Harris as the Orange County Transportation Authority Transit Police Services Employee of the Quarter for December 2008; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes SSO David Harris's valued service to the Authority.

Dated: December 8, 2008

Chris Norby, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2008-102





Minutes of the Meeting of the  
Orange County Transportation Authority  
Orange County Service Authority for Freeway Emergencies  
Orange County Local Transportation Authority  
Orange County Transit District  
Board of Directors  
November 24, 2008

## Call to Order

The November 24, 2008, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Norby at 9:00 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## Roll Call

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

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

Directors Absent: Paul Glaab  
Richard Dixon

## **Invocation**

Director Moorlach gave the invocation.

## **Pledge of Allegiance**

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

## **Public Comments on Agenda Items**

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

## **Special Matters**

### **1. Presentation of Resolutions of Appreciation for Employees of the Month for November 2008**

Chairman Norby presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-67 and 2008-68 to James Fluellen, Coach Operator, and Vicki Austin, Administration, as Employees of the Month for November 2008. (The Maintenance Employee of the Month was not able to attend and will be presented at the December 8 Board meeting.)

### **2. Consideration of Public Member Appointment**

A motion was made by Director Green, seconded by Director Pringle, and declared passed unanimously by those present, to re-appoint current Director Gregory Winterbottom to another four-year term as Public Member on the OCTA Board of Directors. This term of service will be effective through January 2013.

Vice Chairman Buffa did not participate in this vote.

### **3. Public Hearing for the Proposed Federal Fiscal Year 2008-09 Federal Transit Administration Section 5307 Program of Projects**

Kia Mortazavi, Executive Director of Development, requested the Clerk of the Board, Wendy Knowles, to read into the record how today's public hearing was advertised, and the Public Hearing was opened. Mr. Mortazavi provided a presentation on this program and explained the details and funding.

**3. (Continued)**

A motion was made by Director Winterbottom, seconded by Vice Chairman Buffa, and declared passed by those present, to close the Public Hearing.

A motion was made by Vice Chairman Buffa, seconded by Director Winterbottom, and declared passed by those present, to approve the proposed federal fiscal year 2008-09 Section 5307 Program of Projects.

**4. Recommended Fare Adjustment**

Ken Phipps, Director of Finance and Administration, provided a presentation on various revenues, expenses, funding shortfalls, and impacts of the fare increase being recommended.

Director Bates stated she had received several e-mails regarding the fare increase and wanted to point out that there are not pension enhancements derived from this increase. Director Moorlach offered that the Orange County Employees' Retirement System has been fortunate and has suffered less losses than other systems.

Chairman Norby stated that staff should continue to look at continuing to make service adjustments according to specific areas' needs. Director Rosen shared information he had been provided by OCTA staff regarding boardings by Supervisorial District, and Chairman Norby requested information be provided on bus boardings per city.

Extensive discussion followed, and public comments were heard from:

Matthew White, ACCESS user, stated he uses OCTA services frequently and complimented OCTA's coach operators and expressed his concern for fare increases and affordability.

Christie Rudder, representing the Dayle McIntosh Center, urged the Board not to increase fares at this time, recognizing that many on assistance are facing reductions in their monthly incomes.

Director Winterbottom stated that he sympathized with these situations and that the fare increase would affect riders "across the board". He further pledged to assist with efforts Dayle McIntosh Center may undertake to help raise funds to subsidize its clients' fares.



**4. (Continued)**

A motion was made by Director Pulido, seconded by Director Winterbottom, and declared passed by a vote of 13-2 to:

- A. Approve the recommended fare adjustments, as outlined in Attachment A.
- B. Direct staff to make appropriate changes to the Orange County Transportation Authority Schedule of Tariffs.
- C. Direct staff to undertake internal and external public outreach and customer information programs to implement pending adjustments.
- D. Implement fare adjustment on January 4, 2009.
- E. Prepare and file a Notice of Exemption from the California Environmental Quality Act.

Directors Nguyen and Rosen voted to oppose this motion.

**5. Adopt Resolutions of Necessity for Acquisition of Property Interests by Eminent Domain for the Metrolink Service Expansion Program**

Darrell Johnson, Director of Transit Project Delivery, introduced James Staudinger, Manager of Right-of-Way, and provided a detailed presentation regarding these two Resolutions of Necessity for the acquisition of property needed for the construction and operation of the Metrolink Service Expansion Program. This service will operate from the Fullerton station in north Orange County to the Laguna Niguel/Mission Viejo station in south Orange County.

Mr. Johnson provided background and an overview of this service expansion program and how it will impact Metrolink service. He further stated that the property acquisitions before the Board at this time are required to support two separate, but interrelated, key components of the service expansion program.

General Counsel, Kennard R. Smart, Jr., stated the importance of creating a legal record of the facts presented as the basis for the Board's conclusion in this matter, since this could result in a legal challenge in court by the property owner(s) as to need and necessity for the action.

Mr. Johnson discussed a series of documents and maps, as provided in the Board meeting agendas, and presented comments on each map, highlighting each property's location and property description, along with stating the need for each property in relation to the service expansion program. Mr. Johnson recounted meetings which have been held and reductions in the size of private properties being required to be taken.

**5. (Continued)**

Mr. Johnson informed the Board that written notices of today's hearing and the right to appear were also provided to both properties, as well as to the City Councils in the Cities of Anaheim and Fullerton. The owner of Commercial Family Limited Partnership submitted a written request dated November 5, 2008, indicating a desire to speak before the Board and to be heard on the issues today. The owner of the Bushala property, as well as the Cities of Anaheim and Fullerton, did not submit a written request to appear and speak at this hearing.

Director Campbell asked for confirmation that full title to these properties is being sought as there is intention to put tracks on the location; it is not an easement or right-of-way. Mr. Johnson confirmed that was correct.

Public comments were heard from Mr. C.B. Nanda and Mrs. Ilona Nanda, owners of Commercial Family Limited Partnership and, therefore, of the property in Anaheim reflected in Resolution 2008-89, who addressed the Board and expressed their opposition to their property being taken through eminent domain.

Mr. Nanda stated that he does not feel all of the conditions and requirements according to California Code Civil Procedure 1240.030 have been satisfied for OCTA to acquire his property and taking of this property would "completely devastate" them. He further stated he has requested further documentation why other properties were not considered rather than his, and he has not received those documents.

A motion was made by Director Pulido and seconded by Director Amante to approve staff's recommendation. Following a roll call vote, the Clerk of the Board declared that the motion failed by a vote of 11-4. (Two-thirds is necessary to pass this item, thus requiring a vote of 12 Members.)

Mrs. Nanda offered comments regarding this situation and stated that the necessary requirements for eminent domain of their property have not been met, and that is essential.

A subsequent motion was made by Director Winterbottom, seconded by Director Pulido, and declared passed by those present, to bifurcate staff's recommendations and have the Resolution of Necessity (2008-89) for the Commercial Family Limited Partnership's property in Anaheim return to the Board for consideration at the next Board meeting in two weeks. Motion passed unanimously by a voice vote.

**5. (Continued)**

Director Pringle stated that he would like to be informed what steps were taken by staff to meet the requirements to obtain the property for public use over the past weeks. He further stated that from what he could tell at this point, the property is a barren piece of land and no development has begun. He stated that he did not feel that "plans" qualified as "development of" the property.

In response to Director Pringle's request, James Staudinger provided a recap of the interactions that have taken place between OCTA and Mr. and Mrs. Nanda over the past months in an attempt to reach an agreement on the proposed take of the property and to minimize the impact to the remainder of their property. Mr. Staudinger stated he felt the meetings had been productive and an agreement was being reached.

Director Mansoor asked General Counsel for details as to next steps on this action. General Counsel, Kennard R. Smart, Jr., responded that this agency would file an action in eminent domain with the Superior Court, thereby stating that this agency adopted a Resolution of Necessity and wants to acquire the property through eminent domain through a court proceeding. Mr. Smart stated that the property owner(s) would have an opportunity to challenge in court the need and necessity for OCTA to acquire the property. The property owner(s) could chose not to challenge the need and necessity, and ultimately, through a jury or a judge, would determine the price for the property, or there could be a settlement between parties.

In addition to that, Mr. Smart stated that he would anticipate filing an action to acquire possession of the property(s) as soon as possible, which would likely take 90 to 120 days. Again, the owner(s) could oppose that in court, or chose not to do so. As a part of acquiring possession, OCTA would file a deposit, an amount of money based on the appraisal, with the court. The owner(s) could remove that deposit and use the funds if desired.

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

- A. Adopt Resolution of Necessity No. 2008-88 for acquisition by eminent domain of property interests necessary for the construction of the Metrolink Service Expansion Program.
- B. Authorize Orange County Transportation Authority staff and legal counsel to take all steps necessary to acquire the specified necessary property interests through the eminent domain process.

## **Consent Calendar (Items 6 through 27)**

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

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

#### **6. Approval of Minutes**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of November 10, 2008.

#### **7. Approval of Resolutions of Appreciation for Employees of the Month for November 2008**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-67, 2008-66, 2008-68 to James Fluellen, Coach Operator; Jose Ruiz, Maintenance; and Vicki Austin, Administration, as Employees of the Month for November 2008.

#### **8. Fiscal Year 2008-09 Internal Audit Plan, First Quarter Update**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to receive and file the first quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2008-09 Internal Audit Plan.

#### **9. Medical Examinations and Services Contract Compliance Review**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to direct staff to implement the recommendations made in the Medical Examinations and Services Contract Compliance Review, Internal Audit Report No. 08-006.

#### **10. Conflict of Interest Code and Annual Statement of Economic Interests Filing for 2008**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to:

- A. Adopt the Orange County Transportation Authority Conflict of Interest Code and direct staff to forward the code for approval to the reviewing body, the Orange County Board of Supervisors.

**10. (Continued)**

- B. Direct the Clerk of the Board to distribute and monitor Statements of Economic Interests for 2008 for Members of the Board of Directors, the Chief Executive Officer, and certain designated employees, and file those statements with the Clerk of the Orange County Board of Supervisors by April 1, 2009.

**11. Orange County Transportation Authority 2009 State Platform**

This item was pulled by Director Nguyen, who stated she opposes the container fee which is included in the platform.

A motion was made by Director Nguyen, seconded by Vice Chairman Buffa, and declared passed by those present, to:

- A. Adopt the Orange County Transportation Authority 2009 State Legislative Platform, with the exception of the container fee portion of the platform.
- B. Direct staff to distribute the adopted platform to legislators, advisory committees, local governments, affected agencies, the business community, and other interested parties.
- C. Direct staff to explore language for staggering public member terms through an omnibus bill and bring potential language back for further discussion prior to any action.

Directors Bates, Mansoor, Moorlach, Nguyen, and Rosen voted in opposition to that portion of the platform which supports a container fee.

**12. State Legislative Status Report**

This item was pulled by Director Moorlach, who expressed his desire that Orange County's cuts be made in proportion to other agencies' cuts.

Director Cavecche stated that the Legislative Committee opposed Proposition 42 funds being "raided", not asking that cuts not be made.

Director Bates asked that the words "only if" the percentage of reduction is the same reduction as for education.

A motion was made by Director Pringle and seconded by Director Moorlach to oppose special session efforts to eliminate the State Transit Assistance Program for fiscal year 2008-2009 by changing how Proposition 42 is distributed and to support only if reductions in the State Transit Assistance Program are to the same degree that K-12 education is reduced in the special session.

**12. (Continued)**

Following a roll call vote, the motion was declared passed. Vice Chairman Buffa and Directors Brown, Green, and Rosen voted in opposition to the motion.

Directors Pulido and Winterbottom were not present for this vote.

**13. Performance Evaluation of Sacramento Legislative Advocate, Sloat Higgins Jensen & Associates**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to receive staff's evaluation as an information item and provide any additional comments.

**14. Federal Legislative Status Report**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to support requests for administrative action by the United States Treasury and alternatively, for federal legislative action, which would guarantee all such lease transactions nationwide and cure the possibility of technical default and early termination for the Metrolink rolling stock lease transactions.

**15. Grant Award for Compressed Natural Gas Fueling Station at the Garden Grove Bus Base**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to authorize the Chief Executive Officer to execute grant agreements with the Mobile Source Air Pollution Reduction Review Committee to support the construction of the compressed natural gas fueling facility at the Garden Grove Base.

**16. Agreement for On-Call Right-of-Way Services for the Grade Separation Projects**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to authorize the Chief Executive Officer to execute agreements for on-call right-of-way services between the Orange County Transportation Authority and Epic Land Solutions, Inc. (Agreement No. C-8-1292), HDR Engineering, Inc. (Agreement No. C-8-1291), and Overland, Pacific & Cutler, Inc. (Agreement No. C-8-1096), in an aggregate amount not to exceed \$997,475.

**17. Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to:

- A. Authorize the use of Public Transportation Modernization, Improvement, and Service Enhancement Account funds for the track project component of the Metrolink Service Expansion Program.
- B. Authorize staff to process all necessary amendments to the Regional Federal Transportation Improvement Program and execute any necessary agreements to facilitate the above actions.

**18. Metrolink Ridership and On-Time Performance Report**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to receive and file as an information item.

**19. Approval to Release Request for Proposals for Operating Railroad Right-of-Way Maintenance**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to:

- A. Approve the proposed evaluation criteria and weightings for selection of consultant services for Request for Proposals No. 8-1129.
- B. Approve the release of Request for Proposals No. 8-1129 for preventative and corrective maintenance services of the Orange County Transportation Authority's operating railroad right-of-way.

**20. Agreement for Financial Advisory Services**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to execute Agreement No. C-8-0883 between the Orange County Transportation Authority and Sperry Capital, Inc., in an amount not to exceed \$475,000, for general financial advisory services for a three-year term.
- B. Authorize the Chief Executive Officer to execute Agreement No. C-8-1241 between the Orange County Transportation Authority and Public Financial Management, Inc., in an amount not to exceed \$50,000, for swap valuation services and other financial advisory services for a three-year term.

**21. Fiscal Year 2007-08 Comprehensive Annual Financial Report, 91 Express Lanes Fund Financial Statements, and 91 Express Lanes Fund Franchise Agreement Report**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to receive and file the fiscal year 2007-08 Comprehensive Annual Financial Report, 91 Express Lanes Fund financial statements, and 91 Express Lanes Fund Franchise Agreement Report.

**22. State Transit Assistance Fund Claims for Fiscal Year 2008-09**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to adopt Resolution No. 2008-065 to authorize the filing of State Transit Assistance Fund claims, in the amount of \$16,810,337, to support public transportation.

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

**23. Agreement for Grade Crossing Construction Outreach and Communications Program**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-8-1250 between the Orange County Transportation Authority and Katz & Associates in an amount not to exceed \$200,000, for a term of two years, for rail safety communications outreach.

Pursuant to Government Code 84308, Directors Bates, Campbell, Cavecche, and Nguyen, recused themselves from the discussion and voting on this item.

**24. Consultant Selection for the Regional Capacity Needs Assessment**

This item was pulled by Director Nguyen who asked staff when the last time this study was done previously and if there is an urgency to the item.

Kurt Brotcke, Director of Strategic Planning, indicated this is a first-time study of this type done. He indicated the full Master Plan of Arterial Highways (MPAH) will be looked at in this study with a goal of setting it up for the regional capacity program included in Measure M 2. He stated the urgency is for a clear understanding of the MPAH projects to be considered in the future.



**24. (Continued)**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-8-0611 between the Orange County Transportation Authority and the top-ranked firm, Kimley-Horn and Associates, in an amount not to exceed \$550,000, for consultant services to develop the Regional Capacity Needs Assessment.

Directors Bates, Brown, Campbell, Mansoor, Pringle, and Pulido were not present for this vote.

**25. Cooperative Agreement with the Garden Grove Unified School District for Noise Abatement at Sunnyside and Mitchell Elementary Schools and Jordan Intermediate School**

A motion was made by Director Moorlach, seconded by Director Amante, and declared passed by those present, to authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0702 between the Orange County Transportation Authority and the Garden Grove Unified School District, in an estimated amount of \$700,000, for the design, construction, and construction administration required for the installation of air conditioning units and supporting electrical infrastructure at Sunnyside and Mitchell elementary schools and Jordan Intermediate School.

**Orange County Transit District Consent Calendar Matters**

**26. Agreement for Bus Stop Maintenance Program**

This item was pulled by Chairman Norby, who inquired if it is OCTA's responsibility to provide this service to the cities at the bus stops and requested a breakdown of the \$3.5 million spent for the work.

A motion was made by Director Moorlach, seconded by Director Pulido, and declared passed by those present, to select Option 3, authorizing the Chief Executive Officer to extend current Agreement No. C-3-0810 between the Orange County Transportation Authority and Shelter CLEAN, Inc., for a period of 12 months through November 30, 2009, at an increase of \$850,000 to provide continuous and ongoing maintenance at each of the existing 6,575 bus stops located within the Orange County Transportation Authority's service area. Scope of work shall remain the same. Staff is to return to the Board within a year to identify what each city owns and maintains at their city bus stops

Chairman Norby and Director Pringle voted in opposition to this motion.

Director Bates was not present for this vote.

## **27. Amendment to Agreement for Bus System Schedule Checking**

A motion was made by Vice Chairman Buffa, seconded by Director Moorlach, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-1115 between the Orange County Transportation Authority and Southland Car Counters, Inc., to exercise the first option year, in an amount not to exceed \$256,800, for schedule checking services.

## **Regular Calendar**

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

#### **28. 91 Express Lanes Financing Documents**

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

- A. Approve a private placement transaction with the Orange County Investment Pool for the \$100 million in 91 Express Lanes variable rate demand bonds and authorize the Chairman, Vice-Chairman, Chief Executive Officer, Executive Director of Finance and Administration, and other appropriate officers of the Orange County Transportation Authority to sign all documents on behalf of the 91 Express Lanes.
- B. Adopt Resolution No. 2008-74 and approve the form of the required financing documents necessary for the Orange County Transportation Authority to proceed with the private placement with the Orange County Investment Pool and confirm approval of prior actions in connection therewith and with the acquisition of the 91 Express Lanes Series 2003-B Bonds by the Orange County Transportation Authority.
- C. Amend the Orange County Transportation Authority's Fiscal Year 2009 Budget by \$510,000, to cover additional cost of issuance expenses related to the 91 Express Lanes debt restructure. These expenses are to be fully funded through the 91 Express Lanes Fund.

Director Bates was not present to vote on this item.

## 29. Fiscal Year 2008-09 Budget Amendment

Andrew Oftelie, Manager of Finance and Administration, presented the various aspects of this proposed budget amendment and the impacts.

Director Moorlach requested information regarding how the Bus Operations Fund and Commuter Urban Rail Endowment were established and how they are being used in the context of reduced revenues and budget shortfalls.

Discussion followed regarding the reduction of service hours, attrition expected, and how staff will be tracking the situation as impacted by the economy.

It was the consensus of the Board for OCTA to keep its commitment to the City of Irvine with funding for the iShuttle bus and the \$5.5 million involved with that project. Director Pringle asked staff to determine if this much come from this year's budget. Director Cavecche requested a listing of the routes which will be cut as a result of upcoming service cuts in December; Director Rosen requested costs for signage, etc., relative to bus rapid transit service.

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

- A. Amend the fiscal year 2008-09 budget by reducing the total of \$63.3 million to \$57.8 million and reduce the \$58.1 million for capital and fixed-asset budget to \$52.6 million.
- B. Authorize the Chief Executive Officer to implement bus service reductions based on coach operator attrition with the recommended reduction for the upcoming December service change totaling 33,000 annual service hours. Subsequent reductions will be implemented as applicable to mitigate the anticipated budget shortfall.
- C. Authorize the Chief Executive Officer to delay the capital construction elements of the Bus Rapid Transit Project and allow staff to begin reprogramming Proposition 1B funds to the Metrolink Service Expansion Project.
- D. Authorize the Chief Executive Officer to execute an internal transfer of up to \$46 million from the Commuter and Urban Rail Endowment Fund to the Bus Operations Fund to address the anticipated revenue shortfall over the next three years.
- E. Re-affirm OCTA's \$5.5 million commitment to the City of Irvine in relation to the iShuttle project by allowing staff the flexibility to determine how to fund this commitment.

Public comment was offered by Irvine Mayor Beth Krom, who thanked the Board for their commitment to Irvine.

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

### **30. Renewed Measure M Transit Funding Program Guidelines**

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

- A. Provide direction to staff on the proposed framework and competitive scoring criteria for Project T (Convert Metrolink Stations to Regional Gateways).
- B. Direct staff to review the proposed Project T (Convert Metrolink Stations to Regional Gateways) framework and competitive scoring criteria with the Metrolink rail corridor cities in Orange County and return in January 2009 with recommendations.

## **Discussion Items**

### **31. Public Comments**

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

There were no public comments offered at this time.

### **32. Chief Executive Officer's Report**

Chief Executive Officer (CEO), Arthur T. Leahy, reported:

- Upcoming meetings and events;
- There will be free rides on New Year's Eve from 6:00 p.m. through 4:00 a.m. New Year's Day.

### **33. Directors' Reports**

Director Moorlach inquired about the mailing of Board agendas. CEO, Arthur T. Leahy, responded that they are provided the Wednesday prior to the next Monday's Board meeting.

Director Moorlach expressed his appreciation to Director Cindy Quon and James Pinheiro for their time meeting with staff from Seal Beach, as well as Directors Green and Mansoor for meeting regarding other issues in the city.

**34. Closed Session**

A Closed Session was held:

- A. Pursuant to Government Code 54957 to review the performance of the Chief Executive Officer.
- B. Pursuant to Government Code 54957.6 to meet with designated representatives Chairman Norby, Vice Chairman Buffa, and former Chairman Cavecche to discuss the compensation of the Chief Executive Officer.

**35. Consideration of Compensation of the Chief Executive Officer**

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

- A. Extend the contract of Chief Executive Officer, Arthur T. Leahy, by two years.
- B. Provide Chief Executive Officer, Arthur T. Leahy, with an additional two weeks of vacation per year.

Director Mansoor and Moorlach voted in opposition to the additional two weeks of vacation allowance.

Director Bates, Nguyen, and Pulido were not present to vote on this item.

**36. Adjournment**

The meeting adjourned at 1:03 p.m. The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, December 8, 2008**, at the OCTA Headquarters.

ATTEST

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Wendy Knowles  
Clerk of the Board

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Chris Norby  
OCTA Chairman





*BOARD COMMITTEE TRANSMITTAL*

**December 8, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy <sup>WK</sup> Knowles, Clerk of the Board  
**Subject:** **Proposed Board of Directors' Meeting Calendar for the Year 2009**

Executive Committee meeting of December 1, 2008

**Present:** Chairman Norby, Directors Campbell, Cavecche, Nguyen, and Pringle  
**Absent:** Vice Chairman Buffa, Directors Bates and Rosen

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Adopt the Orange County Transportation Authority and affiliated agencies' Board of Directors' meeting calendar for the year 2009.



**December 1, 2008**

**To:** Executive Committee  
**From:** Arthur T. Leahy, <sup>ATL</sup> Chief Executive Officer  
**Subject:** Proposed Board of Directors' Meeting Calendar for the Year 2009

**Overview**

Presented is the proposed official Board of Directors' meeting calendar for 2009, depicting the dates of the Board meetings and holidays for the year.

**Recommendation**

Adopt the Orange County Transportation Authority and affiliated agencies Board of Directors' meeting calendar for the year 2009.

**Discussion**

The year 2009 Board of Directors' meeting calendar for the Orange County Transportation Authority (OCTA) and affiliated agencies has been prepared by the Clerk of the Board and is presented for approval and adoption.

In order to mitigate scheduling conflicts for Board Members, the proposed calendar takes into consideration the scheduled meetings of the:

Orange County Board of Supervisors, Orange County Council of Governments, the Southern California Regional Rail Authority, Southern California Association of Governments (SCAG) Regional Council Meetings, SCAG – Transportation and Communications Committee, SCAG – Regional Transportation Agencies Coalition, the Local Agency Formation Commission, the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency, the Air Quality Management District – Mobile Source Air Pollution Reduction Review Committee, the Transportation Corridor Agencies, and regularly-attended Board conferences and events.

Also considered were various organizations' scheduled events and conferences. A listing of those dates is provided as Attachment A.



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The proposed calendar reflects the regular Monday Board meetings, which are generally scheduled for the second and fourth Mondays of each month, with proposed changes due to holidays and meeting conflicts. A standing exception to this meeting routine has been that a second meeting in December is not scheduled. The Chairman retains the right to call a special meeting at any time during the month when unforeseen emergencies may need to be addressed. The proposed calendar is attached for review (Attachment B).

Proposed deviations from the regular meeting schedule are:

*Second meeting in May 2009*

Monday, May 25, 2009, conflicts with Memorial Day, a federal, county, and city holiday.

CHANGE FROM: Monday, May 25 to Friday, May 22

*First meeting in October 2009*

Monday, October 12, 2009, conflicts with Columbus Day, a state, county, and city holiday.

CHANGE FROM: Monday, October 12 to Friday, October 9

***Summary***

Approval is requested for the OCTA Board of Directors' meeting calendar, which sets dates for the regular Board meetings for the upcoming year of 2009.

***Attachments***

- A. Related 2009 Event and Conference Schedule
- B. Orange County Transportation Authority 2009 Board Meetings and Holidays Calendar

***Prepared by:***



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

**ATTACHMENT A**

**RELATED 2009 EVENT AND CONFERENCE SCHEDULE**

**THE FOLLOWING DATES WERE CONSIDERED IN PREPARATION OF THE PROPOSED 2009 OCTA BOARD OF DIRECTORS' MEETING CALENDAR:**

Orange County Board of Supervisors' Board Meeting Schedule

Orange County Leadership Symposium  
(February 20 - 22, 2009)

National League of Cities Congressional City Conference  
(March 14 - 18, 2009)

League of California Cities' Legislative Action Days  
(April 15 - 16, 2009)

League of California Cities Mayors' and Council Members' Executive Forum  
(May 27 - 29, 2009)

League of California Cities Mayors' and Council Members' Advanced Leadership Academy  
(June 6 - 7, 2009)

League of California Cities' Annual Conference  
(September 16 - 19, 2009)

League of California Cities' Legislative Briefings  
(November 17 - 19, 2009)

APTA Legislative Conference  
(March 8 - 10, 2009)

APTA Bus and Paratransit Conference  
(May 1 - 6, 2009)

APTA Rail Transit Conference  
(June 14 - 18, 2009)

APTA Annual Meeting  
(October 4 - 7, 2009)



**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
2009 Board Meetings and Holidays

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
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22	23	24	25	26	27	28

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
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22	23	24	25	26	27	28
29	30	31				

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
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19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
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17	18	19	20	21	22	23
24		26	27	28	29	30
31						

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
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AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
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23	24	25	26	27	28	29
30	31					

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
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27	28	29	30			

OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
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NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
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22	23	24	25			28
29	30					

DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24		26
27	28	29	30	31		

 OCTA, SAFE, LTA, and OCTD regular meeting  
9 a.m., OCTA Headquarters, 600 South Main Street, Orange, CA

OCTA Holidays





MEMO

December 3, 2008

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

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

Thank you.



**December 4, 2008**

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** State Legislative Status Report

**Overview**

An overview of the state's fiscal condition is provided based on several recently released reports. A synopsis of recent key state election results is also included.

**Recommendation**

Receive and file as an informational item.

**Discussion**

The California Department of Finance (DOF) and the State Controllers Office (SCO) provide monthly financial bulletins highlighting the most up-to-date assessment of the state's revenues and expenditures. Meanwhile, the Legislative Analyst Office (LAO) released its annual *California's Fiscal Outlook* which reviews and analyzes the state's revenue projections and expenditures for the remaining and upcoming fiscal year.

The DOF and SCO indicate that revenues continue to decline from the "Big Three" revenue sources - personal income tax (PIT), sales and use tax (SUT), and corporation tax (CT). Specifically for October, revenues were \$405 million below the state's October forecast of \$6.3 billion. Year-to-date revenues are \$1.46 billion less than was forecasted in the budget at \$28.87 billion. State expenses have totaled \$42.2 billion, leaving a \$15.4 billion gap between revenues and expenditures to date. So far, it has been covered by \$5 billion in Revenue Anticipation Notes and \$10.4 billion in internal borrowing.

The LAO's *California's Fiscal Outlook* report also provides a comprehensive and detailed review of the state's financial condition. The LAO identifies a \$27.8 billion budget deficit for fiscal years (FY) 2008-2009 and 2009-2010.

Additionally, the LAO identifies budget deficits in the range of \$22 billion through FY 2013-2014 minus any corrective action by the Legislature.

Overall, the state's current fiscal condition stems from a combination of declining revenues related to the economic downturn as well as increasing ongoing cost pressures including prison health care, retirement liabilities, and health and social services caseloads. The LAO reported that revenues for FY 2007-2008 came in \$378 million less than originally anticipated, while FY 2008-2009 revenues are projected to be down \$8.7 billion, and \$6.9 billion less for FY 2009-2010.

For state expenditures, the LAO forecasts General Fund expenditures to grow from \$104.5 billion in the current budget year to \$106.3 billion in FY 2009-2010. The LAO projects if all statutes and constitutional mandates remain constant, General Fund expenditures will grow at a rate of 4.3 percent annually with General Fund expenditures reaching \$129.1 billion by FY 2013-2014.

As a result of the budget issues the state faces, Governor Schwarzenegger called for an extraordinary special session for the Legislature in an attempt to reach a resolve. As of the writing of this report, no budget deal has been agreed upon nor has any special session legislation been introduced. If no action is taken by the end of the regular legislative session, midnight, November 30, then the Governor has the option of calling a new extraordinary special session once the new 2008-2009 legislative session commences on December 1.

#### 2008 Election Results

With record voter registration and turnout levels, some hypothesized that this could give Democrats a supermajority in the State Senate and Assembly. In order to accomplish this, the Democrats would have needed to gain two seats in the Senate and six seats in the Assembly. Although the Secretary of State has until December 2 to certify the results, it appears that Democrats will be short of gaining the supermajority goal, with the Assembly being composed of 50 Democrats and 30 Republicans, a gain of two Democrat seats, and the Senate remaining at 25 Democrats and 15 Republicans.

At the time of the writing of this report, there are two races that remain too close to call. In Assembly District 10, businessman Jack Sieglock (Republican) leads attorney Alyson Huber (Democrat), who trails by 1,081 votes. In Senate District 19, former Assembly Member Hannah-Beth Jackson (Democrat) trails former Assembly Member Tony Strickland (Republican) by 1,328 votes.

Within the Orange County state delegation, Senators Margett (R-Arcadia) and Ackerman (R-Irvine), and Assembly Members Spitzer (R-Orange), Walters (R-Laguna Niguel), and Huff (R-Diamond Bar) had either reached the end of their terms or sought another office. All other incumbents seeking re-election were successful.

Assembly Member Walters was elected to Senator Ackerman's Senate seat, and Assembly Member Huff was elected to Senator Margett's Senate seat. For the open Assembly seats, Diane Harkey, a Republican council member in the City of Dana Point was elected to Assembly Member Walters' district seat. Jeff Miller, a Republican mayor in the City of Corona and local businessman, was elected to serve in Assembly Member Spitzer's district seat. Finally, Curt Hagman, a Republican mayor in the City of Chino Hills and a local businessman was elected to serve in Assembly Member Huff's district seat.

**Summary**

An overview of California's fiscal condition is provided based on reports issued by the California Department of Finance, State Controllers Office, and the Legislative Analyst Office. A synopsis of the key election results for the California Senate and Assembly is provided

**Attachment**

None.

**Prepared by:**

Manny S. Leon  
Senior Government Relations  
Representative  
(714) 560-5393

**Approved by:**

P. Sue Zubike  
Chief of Staff  
(714) 560-5574







MEMO

December 3, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup>Wendy Knowles, Clerk of the Board  
Subject: **Board Committee Transmittal for Agenda Item**

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

Thank you.



**December 4, 2008**

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy<sup>AL</sup>, Chief Executive Officer  
**Subject:** Orange County Transportation Authority's Draft 2009 Federal Legislative Platform

**Overview**

A draft of the Orange County Transportation Authority's 2009 Federal Legislative Platform has been prepared for the Board of Directors' consideration to direct staff to circulate for further review and comment by interested parties.

**Recommendation**

Authorize staff to circulate copies of the Draft 2009 Federal Legislative Platform to advisory groups, Orange County legislative delegations, cities, and interested members of the public.

**Discussion**

Annually, Orange County Transportation Authority (OCTA) staff collects legislative ideas from interested parties within Orange County, subsequently evaluating and consolidating suggestions and strategies into a framework document to guide OCTA's federal legislative activities for the upcoming year.

The Draft 2009 Federal Legislative Platform, presented as Attachment A, is proposed to update the adopted 2008 program based upon what has transpired in Washington, D.C. this year and what are anticipated to be the key issues for next year. Proposed changes from the 2008 Federal Legislative Platform are shown by the strikethrough and underlined text.

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The attachment incorporates new suggestions and initiatives solicited by OCTA staff, and by an October 16, 2008, letter from the Chairman. Suggestions were sought from the following groups:

- OCTA Board Members (Board)
- OCTA advisory groups
- OCTA division directors, department managers, and staff
- Orange County federal and state legislative delegation members
- Cities, chambers of commerce, and the County of Orange
- Orange County community based organizations and associations

Over 300 groups and individuals were asked to consider issues important to OCTA or problems currently affecting Orange County transportation that might be addressed by legislative solutions. The Federal Relations Department considered the ideas and input received when writing the Draft 2009 Federal Legislative Platform.

Based upon this input, a number of changes have been made to the platform. The Principles and Objectives section has been modified to emphasize the need for OCTA to be informed of the federal transportation project's objectives of other Orange County entities and to agree that these objectives are consistent with OCTA's project and policy objectives in order to gain OCTA support in Washington.

Section V on authorization of the highway and transit program has been rewritten and expanded. The value to OCTA of the federal program is described. A new principle is added by which to judge the value of any new authorization proposal and the extent of the federal role in addressing the current loss of OCTA capital and operating revenue. A provision is added calling for greater program flexibility and formula factors which accurately measure the extent of OCTA's needs. Finally, this section provides criteria upon which to evaluate transportation projects in Orange County for inclusion into the next authorization program.

A new Section IV has been added regarding legislation and regulatory actions intended to address economic stimulus. The section specifically seeks to protect against forced early termination of Metrolink's agreements for the sale and lease back of rolling stock and supports legislation which would stimulate Orange County's economy through the creation of transportation related jobs.

Regarding appropriations, the draft platform Section I consolidates in one place the list of likely appropriations requests for federal fiscal year (FY) 2010,

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recognizing that the FY 2009 process is not yet complete. The requests continue to be focused primarily in two major trade and mobility corridors: one east-west rail and highway corridor, generally along the Riverside Freeway (State Route 91) and Burlington Northern Santa Fe/Orangethorpe (Alameda Corridor East) corridor, and one north-south rail and highway corridor, generally along the Santa Ana Freeway (Interstate 5) and the San Diego Freeway (Interstate 405), Los Angeles to San Diego (LOSSAN) rail corridor, with the Anaheim Regional Transportation Intermodal Center (ARTIC) as a hub. The revised Section I also recognizes that the Rail Safety Improvement Act is new source of possible funding for OCTA transportation projects and supports annual appropriations for that act.

The Foothill South toll road extension support language is moved to Section II and the provisions supporting the completion of the project are restated. Items which were completed with passage of legislation during 2008 have been removed. The goods movement and regulatory changes sections have been updated, and new provisions have been added which seek authorization and funding for bike paths within the County and the continuation of fuel credits for OCTA's use of compressed and liquefied natural gas.

Upon the Board's authorization, staff will circulate the Draft 2009 Federal Legislative Platform to key audiences for additional comment and revision. After further staff refinement, the Legislative and Communications Committee will provide a final review and make a recommendation to the Board. The final 2009 Federal Legislative Platform is anticipated to be forwarded to the Board for adoption at its January 26, 2009, meeting.

### ***Summary***

Upon Board authorization, the Draft 2009 Federal Legislative Platform will be circulated for review and brought back to the Board in January for adoption.

***Attachment***

- A. Draft Orange County Transportation Authority 2009 Federal Legislative Platform

**Prepared by:**



Richard J. Bacigalupo  
Federal Relations Manager  
(714) 560-5901

**Draft Orange County Transportation Authority  
2008 2009 Federal Legislative Platform**

**INTRODUCTION**

With a population of over three million, Orange County is the third most populous county in California and the sixth most populous county in the nation. Orange County is also one of the most densely populated areas in the country and is second only to San Francisco for the most densely populated county in the state of California. National and global attractions include Disneyland, Knott's Berry Farm, and over 42 miles of beaches, making Orange County a worldwide vacation destination.

Among metro areas in the United States, Orange County has the 11<sup>th</sup> largest gross domestic product and is home to the 12<sup>th</sup> busiest transit system in the nation. In addition, Orange County provides highway and rail corridors that facilitate an increasing level of international trade entering the Southern California ports. However, according to the latest annual survey of urban mobility by the Texas Transit Institute, the Los Angeles metropolitan area, including Long Beach and Orange County, also has the most congestion of any metropolitan area in the nation, delaying drivers an average of 72 hours per year. In conducting all of its activities, OCTA strives to the maximum extent possible to improve transportation performance, reduce congestion, and reduce emissions. With regard to federal revenues, Orange County is consistently a donor county within a donor state.

Orange County Transportation Authority's (OCTA) Federal Legislative Platform outlines the statutory, regulatory, and administrative goals and objectives of the transportation authority. The following platform was adopted by the OCTA Board of Directors to provide direction to staff and federal legislative advocates for the ~~second~~ **first** session of the ~~110<sup>th</sup>~~ **111<sup>th</sup>** Congress.

**PRINCIPLES AND OBJECTIVES**

OCTA will use the following principles and objectives to guide implementation of the specific recommendations contained in this platform:

1. OCTA will seek to obtain a fair share of appropriations for transportation projects within the County, taking into account its size, population, congestion mitigation, and particular transportation needs;
2. OCTA will support the transportation legislative efforts and objectives of other Orange County entities, as appropriate to further the implementation of this **platform provided that such efforts by others are consistent with OCTA Board approved projects and policies** ;
3. In order to accomplish the goals of this platform, the OCTA will seek to work with other entities such as the Orange County Business Council,

and regional entities such as county transportation commissions and transit agencies, and the Southern California Association of Governments and will participate in the Mobility 21 legislative effort;

4. OCTA will take an active role in the process of reauthorization of the federal highway and transit programs, reaching out to the region, state, and appropriate congressional leaders, and working with them towards reauthorization of a program which benefits the County.

I. Fiscal Years 2009 and 2010 Transportation Appropriations

The annual appropriations process will **continue to** play a significant role in the OCTA ~~2008~~ **2009** federal legislative platform. Given that the federal surface transportation authorization bill, the Safe Accountable Flexible Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), fully obligated the federal highway trust fund and to a lesser degree, the mass transit account, there is limited discretionary funding available year to year for surface transportation earmarks. In addition, a change in Congressional approach ~~during the first session of the 110<sup>th</sup> Congress~~ has led to fewer transportation earmarks nationally, and lower amounts contained in those earmarks. **The FY 2009 appropriation process has yet to be completed and the results from earmark requests for FY 2009 are not yet known. That process will be completed in the first months of the 111<sup>th</sup> Congress.** To more effectively work within the limitations on federal transportation funding at this time, OCTA will **continue to** focus on strategic, high priority county and regional congestion relief projects, which will increase the highway and transit mobility and goods movement along the North-South I-5/I-405/LOSSAN Corridor and the East-West SR-91 and Burlington Northern Santa Fe/Orangethorpe (Alameda Corridor East) Corridor. To this end, as part of the fiscal years 2009 and 2010 transportation appropriations bills, OCTA will work with its Congressional delegation to secure greater levels of federal investment in the following projects:

- a) The Anaheim Regional Transportation Intermodal Center (ARTIC).
- b) Riverside Freeway (State Route 91) widening and Orange County/Riverside chokepoint projects congestion relief projects.
- c) Grade separation improvements along the Alameda Corridor East **(ACE)** in north Orange County **and along the LOSSAN Corridor.**
- d) San Diego Freeway (Interstate 405) widening and improvements, including interchange improvements, as well as bridges and overcrossings.
- e) San Diego Freeway (Interstate 5) and Ortega Highway chokepoint and interchange improvements.
- f) Improvements to relieve chokepoint congestion at the Interstate 5 (I-5) and Costa Mesa Freeway (State Route 55).
- g) Extension of the I-5 South high occupancy lane (HOV) lane project.
- h) ~~The Orange County Rapid Transit project,~~ **Go Local projects approved for implementation** which may include ~~Metrolink service~~



enhancements, Go Local fixed guideway projects and/or Bus Rapid Transit.

- i) **Metrolink service enhancements in Orange County.**
- j) Improvements along the Bristol Street multi-modal corridor in Santa Ana.
- k) Federal funding needed for the West Orange County Interchanges (Phase II of State Route 22) and I-405 widening projects including any needed easements from the Seal Beach Naval Weapons Center.
- l) Inter-county express bus service to assist commuters between Orange, Los Angeles, and Riverside counties.
- m) **Funding for Maglev transportation from Anaheim to Ontario Airport, as a segment of the high speed Maglev system between Las Vegas, Nevada and Anaheim.**
- n) **Funding to augment state, local and private efforts for high speed rail service from Anaheim to Los Angeles.**

Other annual funding priorities for OCTA include:

- o) Support appropriations and additional funding of transit security grant programs for the Department of Homeland Security (DHS) to protect county surface transportation systems, including highways, transit facilities, rail lines, and related software systems.
- p) Support New Start, (greater than \$250 million in total project cost) Small Start (less than \$250 million in total project cost with no more than \$75 million in federal share), and Very Small Start (less than \$50 million in total project cost with no more than \$40 million in federal share and costing no more than \$3 million per mile exclusive of vehicles) funding for the ~~Orange County Rapid Transit Project, and/or~~ fixed guideway projects selected **for implementation** through the Go Local process.
- q) Support full funding of Section 5309 (m)(1)(a) rail modernization grant funds.
- r) Support bus and bus-related OCTA projects under Section 5309 (m)(1)(c) and oppose the diversion of significant bus discretionary funding to urban partnership agreement grants.
- s) In concert with regional transportation agencies, seek funding for the Southern California Regional Training Consortium to develop bus maintenance training information for the transit agencies throughout Southern California.
- t) Support projects which improve the capacity of major arterials throughout Orange County.
- u) **Support appropriations funding of the Rail Safety Improvement Act of 2008 (RSIA) particularly, funding for implementation of positive train control requirements and other safety enhancements or risk reduction recommendations called for in Title I of RSIA, funding for intercity passenger rail service corridor capital assistance provided in Title III of RSIA, and**

**funding for high speed rail corridor development provided in Title V of RSIA.**

II. Additional Project Authorizations, ~~Technical Corrections~~, and Statutory or Regulatory Changes **Actions**.

The federal surface transportation bill, SAFETEA-LU, included a significant level of funding for OCTA and authorized funding for critical highway and transit projects. However, there are a number of vital infrastructure projects, both highway and rail, that continue to require authorization **or other advocacy actions** to address specific highway, rail, and transit needs throughout the County and Southern California region. The OCTA will ~~seek project authorization and funding in the following areas, as part of a SAFETEA-LU technical corrections effort~~, **advocate for the following issues** in stand alone legislation or in the next reauthorization:

- a) Support legislative efforts to authorize the State Route 91 (SR-91) congestion relief projects.
- b) Support specific authorization and funding for the Anaheim Regional Transportation Intermodal Center (ARTIC).
- c) Support continued authorization of and funding for the four-county ACE project.
- ~~d) Support amendments to the Los Angeles San Diego San Luis Obispo (LOSSAN) Rail Corridor Agency (LOSSAN Corridor) to ensure federal authorization for all counties, including Orange County, that serve and are impacted by the rail corridor. As currently authorized, only projects within 10 percent of the corridor would be eligible. Because of the shared use of the LOSSAN Corridor, improvements along any stretch of rail line would have positive impacts to other areas.~~
- e) ~~Support efforts to authorize and fund Maglev transportation from Anaheim to Ontario Airport, as a segment of the high speed Maglev system between Las Vegas, Nevada and Anaheim. Support funding to augment state and local efforts for high speed rail service from Anaheim to Los Angeles.~~
- e) Monitor, and with OCTA Board approval, support Intelligent Transportation System (ITS) measures to advance the safety, security and efficiency of the multi-modal transportation system, reduce fuel consumption and environmental impacts, ease congestion, and facilitate emergency response times.
- f) Upon definition and approval by OCTA Board, pursue the authorization and funding of a pilot transportation project employing new transit technology.
- g) **Support efforts to authorize and fund bike paths and bike trails within Orange County.**

**The last 16 miles of the 67 mile Transportation Corridor Agencies (TCA) toll road system, known as the Foothill South Project, represents the only Southern Orange County Travel alternative to the I-5. The I-5 corridor already is dominated by severe traffic congestion, negatively impacting travelers throughout the County. Due to the need to use property leased from the federal government as part of the preferred right of way for the extension, opponents of this project have used federal legislation in an attempt to halt or severely impede project completion. Therefore, the OCTA will continue to oppose any provision of federal law which would impede the completion of the project and will work in an active partnership with the TCA in Washington to explain the transportation impacts for all of Orange County which will result from failure to complete the project.**

In addition, as the implementation of SAFETEA-LU continues, OCTA has identified several regulatory changes which would improve the delivery of the federal transportation program. OCTA will continue to seek opportunities to address and achieve these changes, as follows:

- ~~h) The Federal Highway Administration (FHWA) recently began to require that agencies prepare a 30-year cash flow analysis for the long range Regional Transportation Plan (RTP). OCTA and other planning agencies already perform this level of analysis for the six-year Transportation Improvement Program (TIP) and doing a 30-year analysis for the RTP is redundant and costly.~~
- h) Encourage the Federal Highway Administration (FHWA) to return the Regional Transportation Plan to a long-range planning and vision document rather than a detailed, 30-year financial plan, as current regulations mandate.
- i) SAFETEA-LU implementing regulations shifted the approval of RTP amendments involving Transportation Control Measures (TCM) from FHWA to the Environmental Protection Agency (EPA). OCTA requests that this approval process revert back to FHWA and maintain a consultation process with EPA.
- j) Request Federal Transportation Enhancement (TE) program guidelines be amended to permit use of TE funds for soundwalls as a local option. The FHWA does not permit the use of highway funds to retrofit soundwalls, yet federal trade policies have lead to increased freight traffic along goods movement corridors and hence noise along the freeways. OCTA requests that the policy be amended to allow highway funds to be used to mitigate the impacts of freight traffic on local communities adjacent to goods movement corridors.
- k) If necessary, work with the Federal Highway Administration or appropriate members of Congress, to obtain flexibility regarding the operation of HOV lanes.

### III. Advocacy Efforts for Existing Federal Highway and Transit Programs.

- a) Work with regional agencies to advocate for a high ranking of the ACE project as part of the U.S. Department of Transportation's Projects of National and Regional Significance (PNRS) program.
- b) Upon definition and approval by the OCTA Board, seek support from the Federal Transit Administration (FTA) and Orange County Congressional Delegation for the ~~Orange County Rapid Transit Project~~. **any fixed guideway transit projects approved for implementation by the Go Local process.**
- c) Pursue funding for applicable transit programs newly authorized by SAFETEA-LU, including New Starts, Small Starts and Very Small Starts, Jobs Access Reverse Commute (JARC), and New Freedom program for new transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act (ADA).
- d) Support expanded design-build authorization for federally-funded highway and surface transportation projects.
- e) Support environmental streamlining and stewardship efforts by the relevant federal agencies.
- f) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- g) Work with the Southern California Regional Transit Training Consortium on its fiscal year (FY) 2007 legislative efforts to obtain federal funds to streamline bus maintenance training for alternative fuel buses.

### IV. ~~Advocacy Efforts for State Route 241 Foothill South Extension~~

~~The last 16 miles of the 67 mile Transportation Corridor Agencies (TCA) toll road system, known as the Foothill South project, is essential for regional mobility and is an important component of the Southern California Association of Governments' and the San Diego Association of Governments' regional transportation plans.~~

~~The Foothill South project has undergone twenty years of environmental review, costing in excess of \$20 million, including three state environmental impact reports and a federal environmental impact statement. The project represents the only Southern Orange County travel alternative to the I-5, which already is dominated by severe traffic congestion negatively impacting travelers throughout the County.~~

~~In 2007, an amendment was attached to the National Defense Authorization Act in the House. This House amendment, offered by Congresswoman Davis (D-San Diego) would change the terms of a lease between the State of California and the federal government for right-of-way located on Camp Pendleton which is necessary to complete the project. The Davis amendment~~

lease alteration would halt or severely impede the ability of the TCA to construct the Foothill South Project. Therefore, the OCTA will pursue the following strategy regarding the Foothill South Extension:

- a) ~~Oppose inclusion of any provision into the present or any future National Defense Authorization Act which would in any way interfere with the existing Camp Pendleton lease rights necessary to complete the Foothill South project.~~
- b) ~~Oppose the inclusion of any provision in federal law which would in any way halt or severely impede the completion of the Foothill South Project.~~
- c) ~~Work in an active partnership with the TCA in Washington to explain the transportation impacts for all of Orange County which will result from failure to complete the Foothill South project.~~

#### IV. Economic Impact Legislation and Regulations.

The recent economic crisis has generated discussions in Washington regarding federal legislative and regulatory actions to prevent unintended adverse economic impacts to the transportation industry and also to appropriate funding for transportation infrastructure projects as a means of creating needed jobs in the economy. In this regard, OCTA will

- a) support legislation or regulations to prevent the adverse economic impact which would result from the forced early termination, through technical default, of leveraging agreements such as those entered into by Metrolink for rail rolling stock.
- b) support federal economic stimulus legislation and programs which accelerate funding for transportation infrastructure projects and thereby create additional jobs and economic activity in Orange County.

#### V. Reauthorization of the Highway and Transit Programs.

The SAFETEA-LU highway and transit authorization bill will expire on September 30, 2009. A number of proposals for the next highway and transit authorization are expected to be introduced and discussed in 2009. Moreover, due to the planned spend-down of balances in the highway trust fund (HTF) and less than anticipated revenue growth within the HTF, there are likely to be insufficient funds to meet existing authorized SAFETEA-LU expenditure levels by as early as the middle of 2008. Therefore, a number of proposals for future highway and transit authorization are expected to be discussed in 2008. OCTA intends to conduct a Board workshop in 2008 which will present the problems which need to be addressed in reauthorization and the reauthorization policy issues under consideration. During the six year life of SAFETEA-LU the OCTA will receive over \$885 million in transportation funding from programs authorized under the act. The overwhelming majority of these funds (approximately \$800 million) are provided pursuant to formula

**funded programs on a pay-go basis. Approximately \$130 million of the formula funds are used to fund the OCTA's transit operating budget. The remainder are used for highway, transit and surface transportation capital projects throughout the region**

a) The OCTA will analyze key reauthorization proposals as they emerge to determine:

1) the source and adequacy of proposed future revenues to meet future transportation needs and the economic impact to the public of collection of those revenues;

2) the extent to which a proposal will maximize the return of federal revenues to California and to the OCTA;

**3) the extent to which a proposal enhances the federal funding partnership by helping OCTA address capital and operating revenue shortfalls;** and

4)-whether or not the proposal contains any unfunded statutory or regulatory mandates applicable to the OCTA.

Based upon this analysis, the OCTA will seek a Board determination of the appropriate approach to the proposal in Washington.

**b) The OCTA generally supports program features in the next authorization which enable greater flexibility in permitted uses of transportation funds, and which distribute funding based upon formula factors which adequately recognize the extent of transportation funding needs within Orange County.**

**c) In considering which transportation projects from throughout the County to support for funding in the next authorization, OCTA will evaluate projects in accordance with the following criteria:**

1) **the extent to which the project results from, or relates to, an OCTA major investment study or major planning initiative such as the Go Local or Metrolink service enhancement programs.**

2) **the extent to which the project provides congestion relief or provides increased capacity to address future documented congestion.**

3) **the adequacy of the overall funding plan and the ability to expend project funds to complete the project within the authorization timeframe (generally, six years).**

4) **the regional significance of the project.**

5) **the contribution which the project makes to improving environmental quality.**

## VI. Goods Movement.

The movement of goods to and from the ports of Los Angeles and Long Beach (POLA/LB) has been a major contributor to traffic congestion on Orange County highways, streets and roads. An estimated 43 percent of all United States (U.S.) container traffic and 54 percent of U.S./Asian containerized trade is handled by the port complex of POLA/LB, making them the fifth largest port complex in the world. Most significantly, 50 to 70 percent of the freight coming through POLA/LB is destined for areas outside of the Southern California region.

~~The trade volume is expected to increase dramatically in the next 20 years. This industry supports one out of every seven jobs in the state, contributing more than \$200 billion per year to the state's economy, including more than \$16 billion in tax revenues to state and local government. An estimated 700,000 jobs in the logistics industry (e.g. trucking, railroads, and warehousing) are directly related to freight movement in Southern California, with nearly 107,000 of these jobs being located in Orange County.~~

**Despite its impacts, international trade provides significant benefits to the region. Economic studies show that logistics activity is responsible for \$90.7 billion, or 6.6%, of the nearly \$1.4 trillion in economic activity annually in Southern California. The indirect or induced impact represents another \$170 billion or 12.4%. Each logistics job supports 2.2 new jobs in the economy, with nearly 107,000 of these jobs being located in Orange County.**

Current revenue streams are not sufficient to fund the projects needed to offset the costs of moving these goods. Additionally, existing state and local infrastructure is unable to handle the increasing demands placed on it by the growth in goods moving through Southern California.

In March of 2007, the Board adopted a Goods Movement Policy intended to guide OCTA decisions regarding goods movement. Further, in July of 2007, the Board adopted Principles for a Container Fee Program, which are intended to guide analysis of legislative programs applicable to goods movement at ports. OCTA will use these two policies to evaluate any federal legislative proposals regarding goods movement.

In 2008, **2009** the OCTA's advocacy efforts in this regard will emphasize the following:

- a) Pursue new stable, dedicated and secure sources of funding for goods movement infrastructure, such as a goods movement trust fund, which ensure that any revenues are dedicated to use for projects in the corridors where they are collected.

- b) Assure that the benefits of new funding outweigh the economic impact to the public from collection of the revenues.
- c) Continue to work with congress, state and local governments, as well as with the private sector, to develop and implement the needed infrastructure programs and projects.
- d) Ensure that public control of goods movement infrastructure projects is retained at the local level.
- e) Seek mitigation for the impacts of goods movement on local communities in Orange County .

#### VII. Homeland Security.

OCTA continues cooperative efforts with neighboring transit agencies, Urban Area Security Initiative (UASI) partners, state and federal Homeland Security grant partners, and local jurisdictions to enhance the security of regional highway, bus and rail systems. In addition to seeking additional grant funding in FY ~~2008~~ **2009** to secure the county's highways, rail and transit systems, OCTA will pursue the following regulatory and statutory changes to ensure homeland security needs are met:

- a) Support increased federal funding to transit agencies for staff training and operational security improvements for highways, transit, and rail security in the United States.
- b) Support a fair and effective distribution of grant funds based on the risk of terrorism as estimated by the Department of Homeland Security, in lieu of formulas based solely on size of population.
- c) Support programs that reach out to state homeland security officials to improve information exchange protocols, refine the Homeland Security Advisory System, and support state and regional data coordination.
- d) ~~Congress passed the Terrorism Risk Insurance Act (TRIA) in 2002 and its extension in 2005, but the legislation is scheduled to expire December 31, 2007. Monitor and support Congressional action to adopt a long-term private/public terrorism risk insurance program.~~

#### VIII. Energy Issues.

Legislation addressing U.S. policies on energy is likely to play a role in the ~~continuation of the 110<sup>th</sup>~~ **111<sup>th</sup>** Congress. The transportation sector is the largest consumer of petroleum in the U. S. Therefore, the focus by Congress to further develop energy efficient policies is likely to have an impact on OCTA operations.

- a) Monitor legislation and federal rulemaking that addresses new or emerging energy policies such as: incentives for alternative fuel technology and use, developer incentives supporting transit programs, as well as research and technology.



- b) Provide federal legislative reports to the OCTA Board of Directors outlining any energy-related legislation introduced in the next Congress that potentially impacts OCTA operations.
- c) Work with industry associations to comment on Congressional actions and/or federal policies that impact the public transportation sector.
- d) Support the continuation of fuel tax credits for the OCTA's use of compressed natural gas and liquefied natural gas**

IX. Environmental Policy and Other Regulatory Requirements.

Federal environmental laws and regulations affecting OCTA include the National Environmental Protection Act (NEPA), the Federal Clean Air Act, Federal Water Pollution Control Act, and the Endangered Species Act. With regard to these acts and related regulations, OCTA will:

- a) Seek opportunities to streamline the environmental process for federally funded projects. For example, OCTA opposes the present practice whereby small pavement rehabilitation projects trigger an environmental review.
- b) Seek federal funding to meet state and local environmental quality requirements, including anticipated requirements for zero emission busses, alternative fueling stations and future green house gas reduction requirements**
- c) Continue to monitor implementation of the NEPA pilot project, authorized by SAFETEA-LU, as it applies to OCTA federally-funded projects.
- d) Monitor any new federal programs seeking to address the environmental impacts of greenhouse gases to ensure that any new environmental requirements are accompanied by additional funding necessary to implement those requirements.
- e) Support legislation and federal grant programs that encourage ridesharing and related congestion relief programs for Orange County commuters.

In addition, OCTA takes the following positions with regard to U.S. Departments providing federal oversight, specifically:

- e) Support efforts to work with Caltrans and the Administration to equitably resolve the FHWA interpretation of the Americans with Disabilities Act (ADA) compliance guidelines that retroactively requires the implementation of costly curb-ramp upgrades within the boundaries of federally-funded projects. According to state officials implementing these regulations on behalf of FHWA, the requirements apply even if curb-ramps are already in place but considered to be out of date according to the most recent ADA guidelines or when the project would not require ground disturbance (i.e. signal synchronization projects funded with Congestion Mitigation and Air Quality funds).

- f) Oppose any regulations or administrative guidance seeking to extend through administrative actions the statutory requirements of ADA.
- g) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- h) Support streamlined federal reporting and monitoring requirements to ensure efficiency and usefulness of data and to eliminate redundant state and federal requirements.

X. Employment Issues.

Federal employment laws affecting OCTA include the Fair Labor Standards Act, Family and Medical Leave Act, Occupational Safety and Health Act and the Omnibus Transportation Employee Testing Act of 1991. While there is not anticipated to be significant changes to these federal laws next year, OCTA historical positions have included:

- a. Support income tax reductions for employees receiving employer-provided transit passes, vanpool benefits, or parking spaces currently counted as income.
- b. Oppose legislation and regulations adversely affecting the agency's ability to effectively and efficiently address labor relations, employee rights, benefits, and working conditions including health, safety, and ergonomics standards in the workplace.





**BOARD COMMITTEE TRANSMITTAL**

**December 8, 2008**

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

**From:** Wendy Knowles, Clerk of the Board

**Subject:** Guiding Principles for Consideration of Experimental Transit Technologies

Transit Committee meeting of November 26, 2008

**Present:** Directors Brown, Buffa, Green, Nguyen, Pulido, and Winterbottom

**Absent:** Director Dixon

***Committee Vote***

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

***Committee Recommendations***

- A. Approve guiding principles for consideration of experimental transit technologies in the 2010 Long-Range Transportation Plan and future transportation planning studies.
- B. Direct staff to continue monitoring the development of personal rapid transit and other experimental transit technologies.



**November 26, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Guiding Principles for Consideration of Experimental Transit Technologies

### **Overview**

The Orange County Transportation Authority currently does not have a formal policy for considering experimental transit technologies such as personal rapid transit and low-speed magnetic levitation systems. A set of guiding principles for assessing the feasibility of new transit technologies is presented for Board of Directors review and approval.

### **Recommendations**

- A. Approve guiding principles for consideration of experimental transit technologies in the 2010 Long-Range Transportation Plan and future transportation planning studies.
- B. Direct staff to continue monitoring the development of personal rapid transit and other experimental transit technologies.

### **Background**

On a number of occasions, members of the public have requested that the Orange County Transportation Authority (OCTA) consider experimental transit technologies, including personal rapid transit (PRT) and low-speed magnetic levitation (Maglev) systems, as part of its long-range transportation planning and corridor study efforts.

Experimental transit systems are generally defined as those that have not been in revenue service long enough to generate dependable data on system safety, reliability, performance, and cost.

In October 2008, the Board of Directors directed staff to develop a set of guiding principles for the evaluation of PRT and other experimental transit technologies.

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***Discussion***

Although OCTA monitors developments related to new and experimental transit technologies such as PRT and low-speed Maglev, these projects are not currently included in OCTA's long-range transportation plans or evaluated in transportation corridor studies. As a result, OCTA and other public transportation agencies are sometimes perceived as slow to respond to new advancements in transit technology. On the other hand, there is often significant public and political apprehension about pursuing new transit technologies before long-term operational, maintenance, and safety data have been thoroughly evaluated.

In August 2008, OCTA staff reviewed PRT projects recently proposed for public-agency implementation and met with representatives from two firms that are currently leading worldwide PRT development efforts. Staff presented a summary of the two meetings and associated research at the Transit Committee meeting on October 23, 2008.

Based on those meetings and related research, staff recommends adopting a series of guiding principles for the evaluation of experimental transit projects. OCTA should consider inclusion of experimental transit projects in future transportation planning studies based on staff's ability to evaluate performance according to the principles below:

- The system will be evaluated based on the number of years it has been in continuous revenue service, not including operation on a test track.
- The system must have a proven safety record based on accident history.
- There must be sufficient data to demonstrate long-term system and vehicle reliability.
- The system's construction, operation, and maintenance costs must be established based on similar projects currently in operation and must be compared with other alternatives, including more established transit technologies.
- The system's average revenue and farebox recovery must be evaluated and compared with other transit alternatives.
- A competitive vendor pool must be available to construct and maintain the system.

If an experimental transit system is not currently in revenue service in another location, it will be extremely difficult to gather reliable statistics regarding the long-term safety, reliability, and operation and maintenance costs of the

technology. Although several experimental transit technologies hold promise for specific applications in the future, staff believes it is premature for OCTA to invest taxpayer dollars in technologies that have not been fully developed and tested in revenue service for a reasonable period of time.

As a result, OCTA staff recommends incorporating the guiding principles on experimental transit technologies into the 2010 Long-Range Transportation Plan (LRTP) and considering future project proposals based on those principles. Projects that do not adhere to the guiding principles could still be placed in the unconstrained portion of the 2010 LRTP pending further study once more reliable information becomes available.

***Summary***

Staff has proposed a set of guiding principles for considering experimental transit technologies in future transportation planning studies, including OCTA's 2010 LRTP.

***Attachment***

None.

**Prepared by:**



Michael A. Litschi  
Section Manager, Long-Range Strategies  
714-560-5581

**Approved by:**



Kia Mortazavi  
Executive Director, Development  
714-560-5741







*BOARD COMMITTEE TRANSMITTAL*

**December 8, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Traffic Light Synchronization Program Schedule

Highways Committee Meeting of December 1, 2008

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

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Receive and file as an information item.



**December 1, 2008**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Traffic Light Synchronization Program Schedule

**Overview**

The Orange County Transportation Authority, working with local agencies, the County of Orange, and the California Department of Transportation developed a Traffic Light Synchronization Program of ten multi-agency projects to synchronize all traffic-signalized intersections on ten significant arterial corridors within the County of Orange. These projects were submitted to the California Transportation Commission and approved in May 2008 as part of the Proposition 1B Traffic Light Synchronization Program. This program will provide funding to implement signal synchronization on over 150 miles of Orange County streets over the next three fiscal years. A three-year phasing plan is submitted for Board of Directors review.

**Recommendation**

Receive and file as an information item.

**Background**

Expanding signal synchronization is a cost-effective way to increase roadway throughput without major new construction. Proposition 1B, approved by the voters on November 7, 2006, included a program to fund traffic light synchronization projects and other technology-based improvements to improve safety, operations, and provide optimum capacity of local streets and roads. Proposition 1B authorized \$98 million for competitive projects statewide for the design and construction of these types of projects. The Orange County Transportation Authority (OCTA) received funds for its proposed projects to synchronize ten significant arterial corridors comprised of 533 signalized intersections utilizing its matching Measure M funds of \$4 million for a total program cost of \$8 million. Funds availability calls for phased implementation.

The Traffic Light Synchronization Program (TLSP) includes the following corridors:

Arterial	Limits
Alicia Parkway	Santa Margarita Parkway to Crown Valley Parkway
Beach Boulevard	Whittier Boulevard to Pacific Coast Highway
Brookhurst Street	Orangethorpe Avenue to Pacific Coast Highway
Chapman Avenue	Hewes Street to Valley View Street
Irvine Center Drive/Moulton Parkway/Golden Lantern	Costa Mesa Freeway (State Route 55) to Del Prado Avenue
Katella Avenue	Santiago Boulevard to West Orange County Border
La Palma Avenue	Weir Canyon Road to West Orange County Border
Orangethorpe Avenue	Yorba Linda Boulevard to West Orange County Border
Valley View Street/ Bolsa Chica Road	North Orange County Border to Warner Avenue
Yorba Linda Boulevard	Oak Canyon Drive to State College Boulevard

**Discussion**

Staff worked with the Intelligent Transportation Systems Roundtable, a local advisory committee comprised of city representatives, the Technical Steering Committee, and the Technical Advisory Committee to develop the phasing for the projects. The schedule developed along with budgetary information is shown in the following table:

Arterial	Budget	Fiscal Year
Alicia Parkway	\$3,079,217	2008-09
Chapman Avenue		
Beach Boulevard		
Valley View Street/Bolsa Chica Road	\$2,982,000	2009-10
Irvine Center Drive/Moulton Parkway/ Golden Lantern		
Orangethorpe Avenue		
Brookhurst Street		
La Palma Avenue	\$1,938,783	2010-11
Yorba Linda Boulevard		
Katella Avenue		

The projects are scheduled such that different regions of Orange County would have at least one project occurring in each fiscal year. Potential construction and other constraints were considered in order to minimize any resulting delay over the three-year span of projects. In addition, the proposed implementation schedule is consistent with the Proposition 1B budget assumptions currently used by the California Department of Transportation (Caltrans) and the California Transportation Commission. The first-year projects are scheduled for start of implementation in February 2009, April 2009, and June 2009, respectively.

Corridors in the program will be synchronized using time-based signal coordination combined with selected infrastructure improvements including replacement of aging or incompatible traffic controllers, communication system upgrades, and other appropriate enhancements. Budgets by fiscal year were estimated after conversations OCTA staff had with the local agencies regarding the needs along the corridors and from the experiences of similar, recently completed signal synchronization projects. It is anticipated that the recommended program will provide significant transportation benefits when implemented.

This synchronization effort will build off of the recently completed Euclid Street and Oso Parkway/Pacific Park Drive demonstration projects. OCTA will work with the local agencies and will be responsible for completing the synchronization projects with the services of traffic engineering consultants. Cooperative agreements between the agencies will be developed for each project. In addition, during fiscal year 2008-09, the TLSP will run concurrently with the development of the Traffic Signal Synchronization Master Plan. This plan will provide direction on the institutional, operational, and maintenance elements for the Countywide Signal Synchronization Program as part of Renewed Measure M.

### ***Summary***

This report provides an implementation schedule for the TLSP projects. This schedule was developed after discussion and concurrence with local agencies, the County of Orange, and Caltrans.

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**Attachment**

- A. Traffic Light Synchronization Program

**Prepared by:**



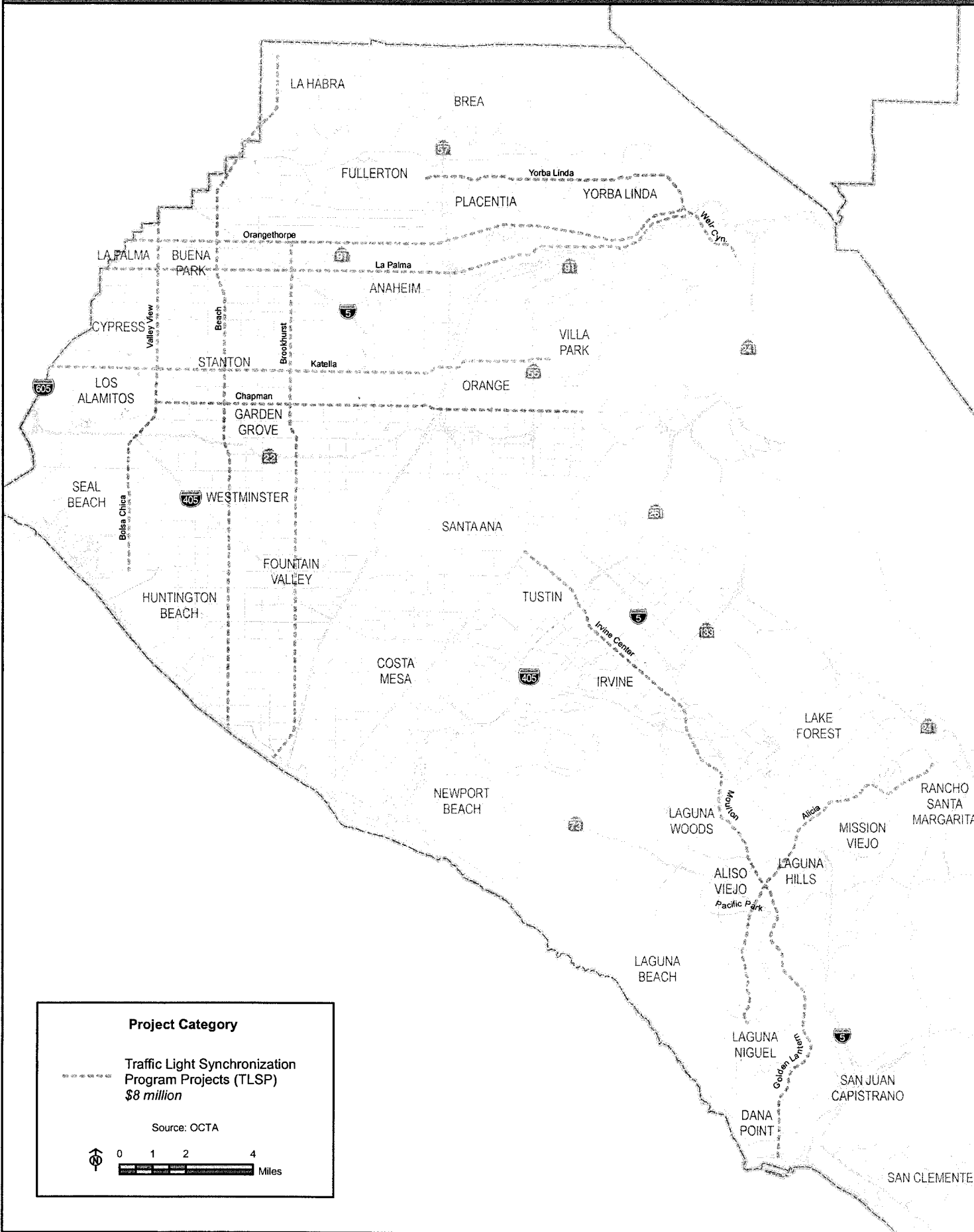
Anup Kulkarni  
Section Manager, Regional Modeling  
(714) 560-5867

**Approved by:**



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

# Traffic Light Synchronization Program







BOARD COMMITTEE TRANSMITTAL

**December 08, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** 91 Express Lanes Property Insurance Policy Renewal

Finance and Administration Committee Meeting of November 26, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to issue Purchase Order A10913 with Marsh Risk and Insurance Services, Inc., in an amount not to exceed \$550,000, for the purchase of property and earthquake insurance for the period of March 1, 2009 to March 1, 2010.





**November 26, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** 91 Express Lanes Property Insurance Policy Renewal

**Overview**

The Orange County Transportation Authority currently has a primary property and flood insurance policy for the 91 Express Lanes with AXIS Reinsurance Company and an additional policy with Empire Indemnity Insurance Company that provides earthquake coverage which are scheduled to expire on March 1, 2009.

**Recommendation**

Authorize the Chief Executive Officer to issue Purchase Order A10913 with Marsh Risk and Insurance Services, Inc., in an amount not to exceed \$550,000, for the purchase of property and earthquake insurance for the period of March 1, 2009 to March 1, 2010.

**Background**

The Orange County Transportation Authority (OCTA) purchases property, flood, and earthquake insurance for the roadway, structures, and business personal property, including business interruption coverage for the 91 Express Lanes. The 91 Express Lanes insurance policy with AXIS Reinsurance Company consists of property and flood coverage for an annual premium of \$134,596. OCTA purchases an additional policy with Empire Indemnity Insurance Company which provides earthquake coverage for an annual premium of \$234,000. OCTA insures the 91 Express Lanes property values of \$133,096,597, for a total annual premium of \$368,596.

**Discussion**

Insurance companies determine property insurance quotes based upon current insurance market conditions affecting rates per \$100 in property values and the total value of property to be insured. The current combined rate for the primary

property with the incumbent insurance carriers, AXIS Reinsurance Company and Empire Indemnity Insurance Company, is .2769 per \$100 of 91 Express Lanes property values or \$368,596, for a total policy coverage limit of \$125,000,000. These policies provide catastrophic protection for the roadway, structures, and business personal property, including business interruption coverage, against losses caused by fire, flood, and earthquake.

Other coverages include losses due to civil authority, ingress/egress, debris removal, demolition and increased costs of construction, equipment breakdown, including electronic data processing equipment, valuable papers, earthquake sprinkler leakage, and boiler and machinery. Policy deductibles for these policies vary by category of coverage. Both policies carry a \$50,000 deductible that applies to all losses except:

- \$25,000 deductible for property in transit
- \$250,000 deductible for flood
- 24-hour deductible for business interruption
- \$1,000,000 deductible for earthquake

Flood protection is provided in the current policy with a \$25,000,000 limit with a \$250,000 deductible. As with many properties in Orange County, the 91 Express Lanes has structures and buildings that are in areas susceptible to flooding. Flood is defined in the policy "to mean a general and temporary condition of partial or complete inundation of normally dry land areas from (1) the rising or overflow of inland or tidal waters, (2) the unusual and rapid accumulation of run off of surface waters from any source, or (3) mudslide (i.e., mud-flow), meaning a river or flow or liquid mud proximately caused by flooding as defined in (1) above or by the accumulation of water under the ground (4) water that backs up from a sewer or drain. Each loss by flood shall constitute a single claim here under; provided, if more than one flood shall occur within any period of 72 hours during the term of the policy, such floods shall be deemed to be a single flood."

Earthquake protection is provided in the current policy with a \$35,000,000 limit with a \$1,000,000 deductible. Earthquake means "any natural or man-made earth movement (except mudslide or mud-flow caused by accumulation of water on or under the ground) including, but not limited to earthquake and resultant earthquake sprinkler leakage, volcanic action, landslide, subsidence or tsunami, regardless of any other cause or event contributing concurrently or in any other sequence of loss. Notwithstanding anything in the above to the contrary, to the extent mudslide or mud-flow caused by accumulation of water on or under the ground is caused by or results from a tsunami, it shall be considered to be an earthquake."

The total insurable property values have been adjusted to \$135,410,416 from \$133,096,597 for the March 1, 2009, policy renewal as outlined on Attachment A. The values for the roadway, paving, and structures have been increased by 9.4 percent as recommended by the 2008 Marshall & Swift Class B Factor Index. The business interruption value was decreased from \$47,400,000 to \$40,000,000 to reflect current traffic and revenue volumes. In addition, added coverage for newly upgraded business personal property, leasehold improvements, and equipment and software will be included in this renewal. The transponder inventory value was increased from \$200,000 to \$233,500 to reflect usual quantity on hand for distribution.

The OCTA's Broker of Record, Marsh Risk and Insurance Services, Inc. (Marsh) will provide marketing and placement of the insurance coverage for this renewal. Marsh is paid a flat fee of \$110,000 for marketing and placing all property, casualty, and workers' compensation insurance per Agreement No. C-7-0632 approved by the Board of Directors (Board) on May 29, 2007. By agreement, Marsh does not earn any additional compensation or commission for services outside of the flat fee paid by OCTA per this agreement. The contract further requires that any commissions offered by insurers will offset OCTA's premiums as was done with the current policy.

OCTA will pursue a renewal strategy that will include six possible goals for renewing this policy as outlined in Attachment B. The goals are:

1. OCTA will seek an increase in the number of covered days from 60 to 180, the limit from \$5 million to \$7.5 million, and the distance limitation from two and one-half miles to five miles for ingress/egress and civil authority.
2. Obtain a rate reduction while maintaining the current, separate property all risk and California Earthquake Program structure.
3. Evaluate layered and quota share earthquake and flood programs as additional cost savings alternatives.
4. Increase service interruption and extra expense coverage from \$5 million to \$7.5 million.
5. Eliminate the exclusion for electronic data processing under the differences in conditions earthquake/flood policy.
6. Obtain an option for a \$1,000 deductible on incidental transit of business personal property.

Staff is requesting Board approval of \$550,000, to renew the current policy and to fund any enhancements or additional coverage that the Finance and Administration Committee may direct staff to purchase after reviewing competitive quotes. Marsh is currently contacting the insurance market for

competitive quotes for the renewal of OCTA's 91 Express Lanes property insurance coverage. Marsh has been directed to seek quotes from 11 property insurance carriers and additional markets and wholesale companies if needed to obtain a sufficient number of competitive quotes. Furthermore, Marsh has been instructed not to disclose broker compensation to prospective insurers to avoid having insurers net the broker's commission against the quoted premiums. The following carriers that will be approached for proposals have transit insurance coverage experience and an AM Best financial rating of A-7 or better are listed below:

Travelers Property Casualty Company of America  
Lexington Insurance Company  
Allianz Insurance Group  
Hartford Casualty Insurance Company  
AXIS Insurance Company  
Continental Casualty Company (CNA)  
Liberty Mutual Insurance Company  
XL Insurance Company  
Zurich Insurance Company  
Crum & Forster  
Affiliated FM

Since some of these carriers are unable to provide earthquake and flood coverage in a combined program, Marsh will approach the following markets and wholesalers:

ACE American Insurance Company  
Arch Excess & Surplus Insurance Company  
Arrowhead  
Aspen Specialty Insurance  
Beazley Group  
Chubb Custom Insurance Company  
Endurance American Insurance Company  
Essex Insurance Company  
General Star Indemnity Company  
ICAT Specialty Insurance Company  
Redlands  
Rockhill Insurance Company  
RSUI Indemnity Company  
Scottsdale Surplus Lines Insurance  
James River Insurance Company  
Clarendon National Insurance Company  
Empire Indemnity Insurance Company

Glencoe Insurance Company  
Insurance Company of the West  
Pacific Insurance Company  
RLI Insurance Company  
One Beacon Insurance

On November 8, 2006, the Finance and Administration Committee directed staff to follow a five-point process in the procurement of all insurance coverages and to submit a staff report to the Board for review and approval of this process.

The Finance and Administration Committee provided the following for all future OCTA insurance procurements:

1. There shall be an annual review of all insurance coverages by the Finance and Administration Committee. This shall include renewal dates, areas of liability, coverage amounts, and insurance carrier information. This review shall take place at the second Finance and Administration Committee meeting in May each year. The insurance coverage and renewal schedule will also be included in the budget workshop material that is presented annually to the Board.
2. All premiums and other compensation to insurance brokers and for insurance coverages shall be fully disclosed and presented to the Finance and Administration Committee for review on an annual basis. Any proposed changes to premiums and compensation paid to insurance brokers will be presented to the Finance and Administration Committee for approval as changes occur during the year.
3. The Finance and Administration Committee shall be presented with a staff report for each planned insurance renewal at least 90 days in advance of the policy expiration. A copy of the Risk Review and Renewal Strategy Plan that has been agreed to by the OCTA's Risk Manager and OCTA's Broker of Record will be included as part of the staff report. The Risk Review and Renewal Strategy Plan will be discussed with the Finance and Administration Committee as part of each insurance renewal process.
4. Staff reports shall include a list of all companies that will be solicited on behalf of OCTA by its Broker of Record. Staff reports shall also fully disclose all insurance bids received including any compensation offers associated with the bids. A transparency disclosure form

from the Broker of Record will be provided to the Finance and Administration Committee as part of the insurance renewal process.

5. Staff will require OCTA's Broker of Record to attend all Committee and Board meetings when insurance awards are on the agenda.

Staff will be certain that there is full compliance to these guidelines during this property insurance renewal.

**Fiscal Impact**

The premium for this insurance policy was approved in OCTA's Fiscal Year 2009 Budget, Finance, Administration, and Human Resources Division, Risk Management Department, Account 0036-7563-A0017-GGN, and is funded through the 91 Express Lanes.

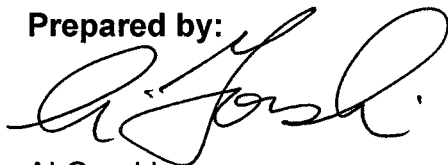
**Summary**

Based on the information provided, staff recommends the approval to authorize the Chief Executive Officer to issue Purchase Order A10913, in an amount not to exceed \$550,000 to Marsh Risk and Insurance Services, Inc., for the purchase of 91 Express Lanes property insurance on behalf of the Orange County Transportation Authority for the period of March 1, 2009 to March 1, 2010.

**Attachments**

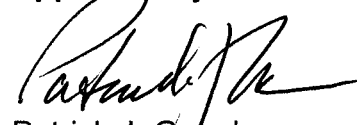
- A. 91 Express Lanes, Property Statement of Values March 1, 2009-10
- B. November 3, 2008, 91 Express Lanes Property Risk Identification and Renewal Strategy Confirmation Letter from Marsh

**Prepared by:**



Al Gorski  
Chief Risk Officer  
Risk Management Department  
(714) 560-5817

**Approved by:**



Patrick J. Gough  
Executive Director, Human Resources  
and Organizational Development  
(714) 560-5824

**91 Express Lanes Property Statement of Values**  
 March 1, 2009-10

Name	Address	City	State	Zip	Sq. Ft	Roadway, Paving & Structures	Business					Report Total
							Personal Property	Leasehold Improvements	Equipment/ Software	Inventory (Transponders)	Business Interruption	
91 Express Lanes	SR 91 Orange County		CA			82,349,410	95,304		7,643,927		40,000,000	130,088,641
Riverview Drive Office	180 N. Riverview Drive, #290	Anaheim	CA	92808-1242			7,165	763,022	3,304,806		Included	4,074,993
Corona Office	2275 Sampson Ave., #100	Corona	CA	92879			5,421	269,743	738,117	233,500	Included	1,246,782
<b>Totals</b>						<b>82,349,410</b>	<b>107,891</b>	<b>1,032,765</b>	<b>11,686,850</b>	<b>233,500</b>	<b>40,000,000</b>	<b>135,410,416</b>

Notes:

- 1) The values for "Roadway, Paving and Structures (RPS)" and "Business Personal Property" were increased by 9.4% for inflation based on 2008 Marshall & Swift Class B Factor Index.
- 2) Under Equipment/Software, includes:
- 3) Decreased "Business Interruption" from \$47,400,000 to \$40,000,000 to reflect current traffic and revenue volumes.

91 Express Lanes--\$1.85 million for electronic toll and traffic management platform upgrade and \$750,000 for purchase and installation of a variable message sign.

**MARSH**



MARSH MERCER KROLL  
GUY CARPENTER OLIVER WYMAN

**Craig Morris**  
Senior Vice President

Marsh Risk & Insurance Services  
4695 MacArthur Court, Suite 700  
Newport Beach, CA 92660  
California Insurance License # 0437153  
949 399 5872 Fax 949 833 5964  
Craig.M.Morris@marsh.com  
www.marsh.com

November 03, 2008

Mr. Al Gorski  
Chief Risk Officer  
Orange County Transportation Authority  
550 S. Main Street  
Orange, CA 92863-1584

**Subject: 91 Express Lanes Property Insurance Risk Identification and Renewal Strategy Confirmation**

Dear Al:

Thank you for taking the time to meet with Hector and me on October 20, 2008 to develop our strategy for the March 1, 2009 91 Express Lanes property renewal. Here is a summary of our discussion:

**Risk Review**

- There have been no changes in the operation of the 91 Express Lanes. Plans to expand the toll lanes beyond its current 10 mile route along the SR-91 into Riverside County, won't take place before 2015.
- Last year, 14.6 million drivers saved time on their commute by using the 91 Express Lanes. However, a slowing economy will most likely have an impact on budgeted toll revenue.
- A new electronic toll and traffic management platform valued at \$1.85 million has been installed along with an upgraded variable message sign valued at \$750,000.

**Renewal Strategy**

- We reviewed the current program structure, limits and deductibles. Last year the policy limit was increased from \$100 million to \$125 million to keep pace with the growing toll revenue. If the current forecast of reduced revenues continues, we will evaluate lower policy limit options. The \$35 million Earthquake limit appears sufficient, but options for increased limits will be considered. The Flood limit is \$25 million and is adequate.
- A flat \$1,000,000 deductible applies to earthquake damage. An optional deductible equal to 5% of the total insurable values was considered last year, but wasn't elected as



# MARSH



MARSH MERCER KROLL  
GUY CARPENTER OLIVER WYMAN

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November 03, 2008

a flat \$1 million deductible is lower and provides more protection than the 5% deductible. The OCTA Finance and Administration Committee agreed last year this deductible should be maintained due to the savings and continued for the renewal to achieve the optimum cost savings.

- There have been no property losses on the 91 Express Lanes since OCTA's ownership.
- The U.S. property insurance market continues to be stable in terms of available capacity for both catastrophic and non-catastrophic perils. However, a culmination of events beginning in the first quarter of 2008 has accelerated a move towards a flattening or bottoming out of the soft market we have experienced since early 2007. For the remainder of 2008, barring another significant event (economic or catastrophic), we expect to see underwriters looking to hold the line on pricing to try and achieve underwriting profitability. Rates through the end of 2008 should fall between five percent decrease and a slight increase. There will be extremes on both sides of this range depending on individual clients' risk characteristics (i.e. losses, cat exposure, amount of cat capacity purchased) as well as further changes in the market dynamic that could occur as a result of the AIG restructuring.
- Aside from direct damage to the Toll Road by earthquake or flood, there are many indirect losses that would impact toll revenue. For example, fire, landslide, sinkhole, collapse, etc can damage adjacent land and roadway, not a part of the Toll Road, causing governmental authorities to either shut down the toll road or utilize it for normal road operations to maintain traffic flow between Orange County and the Inland Empire. OCTA's current policy insures for the loss of revenue caused by these events through coverage known as Ingress/Egress and Civil Authority. These coverages are limited and should be increased annually to provide additional protection to OCTA. We will be seeking an increase in the number of days from 60 to 180, the limit from \$5 million to \$7.5 million and the distance limitation from 2.5 miles to 5 miles.
- Other renewal goals include:
  - Obtain a rate reduction while maintaining the current, separate Property All Risk and California Earthquake program structure;
  - Evaluate layered and quota share earthquake and flood programs as additional cost savings alternatives;
  - Increase Service Interruption and Extra Expense coverage from \$5 million to \$7.5 million;
  - Eliminate the exclusion for EDP under the DIC EQ/FL policy;

# MARSH

 MARSH MERCER KROLL  
GUY CARPENTER OLIVER WYMAN

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
- Obtain an option for a \$1,000 deductible on incidental Transit of business personal property
- We reviewed the current statement of values. OCTA will provide updates business personal property values, leasehold improvements, EDP equipment/software, transponders in inventory and business interruption. We will assist you in updating the roadway value by using the Marshall & Swift Cost Index's to determine the inflationary increase year over year. Once updated, please return a signed copy of the values so we can negotiate agreed amount coverage for you.
- We will market the 91 Express Lanes risk to any viable insurer rated A- VII by AM Best or better including, but not limited to, the following:
  - AXIS
  - Beazley
  - CNA
  - Crum & Forster
  - Hartford
  - Lexington
  - Travelers

Since some of these carriers are unable to provide Earthquake and Flood coverage in a combined program, we will approach the following markets and wholesalers under the same conditions as above:

- AXIS, Aspen Specialty, ACE, Arch, Essex, iCat, Redlands, Chubb Custom, General Star, Rockhill, Scottsdale through Swett & Crawford Insurance Services
- Clarendon, Empire Indemnity, Glencoe through Arrowhead Insurance Agency
- XL Limited
- Insurance Company of the West
- Pacific Insurance Company
- RLI Insurance Company

Marsh is paid a fee by OCTA, as outlined in Agreement No.: C-7-0632, for the marketing and servicing of the 91 Express Lane's property insurance and will ask the carriers to quote net of commission. In the event a carrier includes commission in their renewal proposal, it will be disclosed to OCTA and if the carrier is unable to reduce their premium by the quoted commission, Marsh will credit OCTA for the amount of commission.

# MARSH

 MARSH MERCER KROLL  
GUY CARPENTER OLIVER WYMAN

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November 03, 2008

In approaching these markets you have authorized Marsh to disclose the following information as part of our negotiating process.

- a. Disclose the names of the incumbent insurer and other prospective insurers to prospective insurer(s).

However, we will not provide the following information unless authorized by you:


- b. Provide a specific price, range of prices or prioritization of terms that OCTA seeks in purchasing insurance;
- c. Disclose the structure, language and/or pricing of the expiring policy;
- d. Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurer(s);
- e. Provide your incumbent insurer with an opportunity to submit a final, improved proposal.

In order to satisfy OCTA's insurance procurement process and to ensure a timely renewal, we agreed to the following timeline:

OCTA provides updated values	11/03/08
Staff Report	11/05/08
F&A Committee Meeting	11/26/08
Board Meeting	12/08/08
Marsh sends specs to market	12/10/08
Carriers proposals due	01/30/09
Presentation to OCTA	02/04/09
F&A Committee renewal update	02/11/09

Al, thank you for the time you spent with Hector and me. We look forward to a successful renewal.

Sincerely,



Craig Morris  
Senior Vice President





BOARD COMMITTEE TRANSMITTAL

**December 08, 2008**

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

**From:** Wendy Knowles, Clerk of the Board

**Subject:** Fiscal Year 2008-09 First Quarter Grant Status Report

Finance and Administration Committee Meeting of November 26, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach

**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Receive and file as an information item.



**November 26, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** First Quarter Fiscal Year 2008-09 Grant Status Report

**Overview**

The Quarterly Grant Status Report summarizes grant activities for information purposes for the Orange County Transportation Authority Board of Directors. This report focuses on significant activity for the period of July through September 2008. The Quarterly Grant Status Report summarizes future and pending grant applications, awarded/executed and current grant agreements, as well as closed-out grant agreements.

**Recommendation**

Receive and file as an information item.

**Background**

The Orange County Transportation Authority's (OCTA) long-term, proactive planning approach ensures the effective utilization of limited capital and operating resources. One critical aspect of this proactive planning approach is to strategically seek and obtain federal, state, and local grant funding.

**Discussion**

The ongoing grant activities are categorized by future grant applications, pending grant applications, awarded/executed grant agreements, current grant agreements, Federal Transit Administration (FTA) and other discretionary grants, as well as closed grant agreements.

Future Grant Applications

OCTA has six grant proposals currently under development as summarized below and on Attachment A.

Fiscal Year (FY) 2009 FTA Section 5309 Discretionary Bus Capital Grant Program

- The FY 2009 FTA Bus Capital Grant will include the development of transit earmarks appropriated in FY 2008. The appropriations include \$490,000 for intercounty express bus (requested by Representative Loretta Sanchez [D-CA]) and \$588,000 for the Anaheim Regional Transportation Intermodal Center (requested by Senator Diane Feinstein [D-CA], Representative Ed Royce, [R-CA], and Representative Loretta Sanchez [D-CA]). This upcoming grant will also incorporate \$247,507 in federal earmark funds for the City of Costa Mesa compressed natural gas (CNG) project that have been successfully reprogrammed to support the OCTA bus system. Grant applications are being developed and will be submitted throughout the fiscal year based on project readiness and their inclusion into the Regional Transportation Improvement Program (RTIP). The federal funds require up to a 20 percent local match contribution and are to be applied for and awarded by September 2009.

FY 2005 Transit Security Grant Program (TSGP) Unexpended Funds: Department of Homeland Security

- On August 19, 2008, the Governor's Office of Homeland Security announced an opportunity to receive unexpended security funds remaining from the FY 2005 grant cycle. In response, on September 30, 2008, OCTA submitted a request for up to \$22,585 to fund the total purchase and programming costs of five handheld mobile radios for use by OCTA Transit Police Service officers. The radios will support enhanced patrolling and increase OCTA's emergency preparedness. An award decision is expected in November 2008.

FY 2008 TSGP: Department of Homeland Security

- On September 15, 2008, staff submitted a proposal to the Department of Homeland Security to pursue \$409,000 in grant funds to develop and conduct an exercise and training program aimed at reducing safety and security risks associated with OCTA's alternative fuel vehicles and

infrastructure. The program will seek feedback from local first responder agencies and equipment manufacturers, update protocols and procedures, in addition to providing training to OCTA transit staff. An award notification date has yet to be announced by the granting agency.

**FY 2008 Cooperative Personnel Services Human Resource Services/International Public Management Association for Human Resources (CPS/IPMA-HR) Grant**

- On August 28, 2008, staff submitted a proposal requesting \$25,000 in grant funds to support outreach and recruitment to Marines and other branches of Armed Forces stationed at Camp Pendleton. The goal of the pilot program is to introduce careers in transportation to those who have served in the military while providing an opportunity for OCTA to establish itself as an employer of choice. The CPS/IPMA-HR grant is a nationally competitive grant program aimed to promote innovative human resource practices in the public sector. An award decision is anticipated in November 2008.

**FY 2008 FTA Section 5308 Clean Fuels Grant Program**

- On July 21, 2008, staff assisted the Anaheim Transportation Network and the City of Laguna Beach in the development and submittal of grant proposals to FTA under the Section 5808 Clean Fuels Grant Program. The grant program was established to support clean fuel technologies for transit and assist non-attainment or maintenance areas in achieving national air quality goals. The Anaheim Transportation Network is seeking up to \$1.9 million in federal grant assistance to purchase 10 liquefied propane gas (LPG) buses and expand current operations of the Anaheim Resort Transit service. Similarly, the City of Laguna Beach is pursuing \$871,500 in federal support for three new LPG trolley buses to improve and expand its free downtown shuttle service. Awards are expected to be announced in February 2009.

**FY 2008 FTA Section 5312 Hybrid Technology Research and Demonstration Grant**

- On August 15, 2008, the Electric Power Research Institute (EPRI), in partnership with OCTA, submitted a proposal to pursue over \$241,000 in federal assistance for an upcoming technology demonstration of a plug-in hybrid electric vehicle shuttle bus. The demonstration will further the development of this advanced technology for small transit vehicles. OCTA will operate the vehicle, assist in performance evaluations, and prepare



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vehicle specifications to help foster the use of plug-in hybrid electric vehicles in revenue service. Award announcements are anticipated early next year.

#### Pending Grant Applications

The OCTA has three pending grant proposals awaiting award or approval, which are summarized on Attachment B.

#### FY 2008 FTA Section 5310 Transportation for Elderly Persons and Persons with Disabilities

- As directed by the OCTA Board of Directors (Board) on August 25, 2008, staff submitted a recommended list of five applications for statewide competition in FTA's Section 5310 Program. The program presents an opportunity for local agencies to acquire Americans with Disabilities Act-accessible vehicles and related equipment to help meet the transportation needs of elderly persons and persons with disabilities. The applications pursue over \$1.85 million for nine paratransit vans, 21 accessible buses, and related equipment. An award of grant funds will help ensure quality transportation to disabled and senior communities in Orange County while alleviating demand on OCTA's ACCESS services. Awards notifications are expected in January 2009.

#### FY 2008 Mobile Source Air Pollution Reduction Review Committee (MSRC): South Coast Air Quality Management District (AQMD)

- On February 14, 2008, staff submitted a proposal pursuing up to \$600,000 in competitive funds from the FY 2008 MSRC On-Road Heavy-Duty Alternative Fuel Engine Program. If successful, the funding would provide OCTA's local match for federal funds already awarded for bus purchases. The proposal seeks the funding to support the purchase of 20 new transit buses equipped with advanced low emission natural gas engines. This MSRC funding program was developed specifically to promote cleaner heavy-duty engines that are certified to meet the 2010 nitrogen oxides emissions standard. Since the MSRC program has received requests far beyond available funding limits, staff is exploring alternative funding opportunities through South Coast (AQMD) Carl Moyer Program.

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**FY 2009 FTA Congestion Mitigation and Air Quality (CMAQ) Fund Transfer**

- On July 17, 2008, staff submitted an FTA grant agreement to transfer \$17.2 million in CMAQ funds from Federal Highway Administration (FHWA) to FTA for transit use. Of that amount, \$16.5 million will fund the parking expansion at the Tustin Rail Station with the remaining \$735,000 to support rideshare services. To expedite the process, the transfer documents were submitted concurrently to California Department of Transportation (Caltrans) and FHWA on July 16, 2008, followed by the inclusion of the project in the RTIP on August 21, 2008. The grant agreement with FTA is complete and is expected to be executed in November 2008 once FHWA authorizes the transfer.

**Awarded/Executed Grant Agreements**

Five grants were awarded or executed in the current quarter.

**FY 2009 FTA CMAQ Fund Transfer**

- On September 22, 2008, OCTA executed a CMAQ fund transfer grant with FTA to facilitate the transfer of \$5.2 million in CMAQ funds from FHWA to the FTA for transit use. The CMAQ funds will support the Irvine Guideway Demonstration Project Study. The project was included in the RTIP on February 12, 2008, as authorized by the OCTA Board on October 22, 2007.

**FY 2008 FTA Section 5307 Formula Grant Program**

- The FY 2008 FTA Section 5307 Formula Grant was awarded by FTA on June 6, 2008, and executed on June 11, 2008. The grant captures \$52.6 million in federal capital and operating assistance to support OCTA's fixed route and paratransit operations.

**FY 2008 FTA Section 5309 Discretionary Bus Capital Grant Program**

- Executed September 8, 2008, the FY 2008 FTA Discretionary Bus Capital Grant captures over \$7 million in earmarked funds to support a variety of transit projects, including video surveillance systems at commuter rail stations (\$3,218,209), support for bus rapid transit (BRT) (\$1,485,000) and BRT vehicle purchases (\$608,357), countywide planning studies on behalf of the Orange County Council of Governments (\$608,357), and renovations at

the Santa Ana Transit Terminal (\$608,357). The grant also secures funds on behalf of other local agencies, including earmarks for the preliminary engineering and design phase of an intermodal parking structure for the Discovery Science Center in Santa Ana (\$297,000) and senior mobility programs in the cities of La Habra (\$155,430) and Yorba Linda (\$40,590). All of the above projects have received prior Board approval. Staff will seek Board approval to enter into agreements with the grantee agencies once project details are finalized. The earmark funds require up to a 20 percent local match contribution. Information regarding the requesting congressional delegate is unavailable for these earmarks since they were appropriated prior to FY 2008 disclosure requirements.

#### FY 2008 MSRC/AQMD Alternative Fuels Infrastructure Program

- On July 11, 2008, the MSRC awarded OCTA \$400,000, in competitive grant funds from its Alternative Fuels Infrastructure Program. The award will offset the capital costs of implementing a new CNG fueling station at the Garden Grove Base facility, while allowing local funds to be used towards other OCTA projects and programs.

#### FY 2008 California Transit Security Grant Program (CTSGP), Proposition 1B Transit System Safety, Security, and Disaster Response Account

- On June 30, 2008, OCTA was awarded \$3.52 million in Proposition 1B funds allocated through the FY 2008 CTSGP. As directed by the OCTA Board on June 9, 2008, the funds will support commuter rail right-of-way fencing (\$818,450), video surveillance systems (\$802,124), and key card access systems (\$754,000) at OCTA base facilities, on-board bus surveillance cameras (\$732,900), and rail crossing monitors (\$273,000). In addition, \$140,000 will be used as a 20 percent local match to federal funds already awarded to implement a video surveillance system at the Irvine commuter rail station. The state funds do not require local match contributions or cost-sharing arrangements.

#### Current Grant Agreements - FTA

OCTA has 10 current capital formula grants and five current capital discretionary grants, which are summarized on Attachments C and D (operating assistance only).

Capital Formula Grants: OCTA receives an annual formula capital grant from the FTA. There are 10 active formula capital grants, totaling \$836.8 million. A total of \$749.5 million of these grants have been expended or obligated for procurement, leaving a remaining and available balance of \$87.3 million. Of the \$87.3 million available balance, \$73.4 million represents future procurements of alternative fuel buses for OCTA's current fixed route fleet.

Capital Discretionary Grants: There are four active discretionary capital grants, totaling \$20.8 million. A total of \$8 million of these grants has been expended or obligated for procurement, leaving a remaining and available balance of \$12.8 million. The \$12.8 million available balance represents the construction of the Harbor Boulevard BRT demonstration project, security camera system at the Fullerton Transportation Center, and mobile fare equipment for OCTA and the City of Anaheim.

#### Current Grant Agreements - Other Discretionary Grants

OCTA has \$202.7 million in current other discretionary grants, which are summarized on Attachment E.

In addition to the specific grants outlined above, OCTA receives a variety of discretionary grants from sources such as AQMD, MSRC, Homeland Security, State Transportation Improvement Program (STIP), CMAQ, Caltrans, Proposition 1B, FHWA, and the State Highway Fund. The remaining and available balance on these discretionary grants is \$87 million. These funds will be received on a reimbursement of eligible expense basis.

#### Closed Grant Agreements

Staff has closed five grant agreements during the quarter. The five grants are as follows:

An MSRC grant, which was utilized to fund the local share for two 40-foot hybrid and 20 40-foot CNG revenue vehicles as well as training expenses. Total grant funds received were \$405,000.

Two STIP grants, which were utilized for the planning assessment/environmental documents phase of the BRT project and the Oso Parkway project. Total grant funds received were \$3,573,000 and \$275,400, respectively.

A Traffic Congestion Relief Fund grant for the Garden Grove Freeway (State Route 22) design build project with total funds received in the amount of \$168,655,000.

A FY 2005 CTSGP, which utilized funds for on-board bus video surveillance cameras, emergency plans review, exercises, and training. Total grant funds received was \$958,450.

**Summary**

This report provides an update of the grant funded activities for the first quarter of fiscal year 2008-09, July through September 2008. Staff recommends this report be received and filed as an information item.

**Attachments**

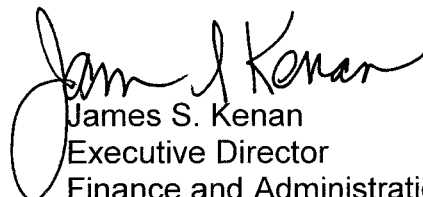
- A. Quarterly Grant Status Report, July through September 2008, Future Grant Applications
- B. Quarterly Grant Status Report, July through September 2008, Pending Grant Applications
- C. Quarterly Grant Status Report, July through September 2008, Current Formula and Discretionary Grants
- D. Quarterly Grant Status Report, July through September 2008, Operating Assistance Only
- E. Quarterly Grant Status Report, Current Other Discretionary Grants
- F. Quarterly Grant Status Report, July through September 2008, Federal Transit Administration Capital Grant Index

**Prepared by:**



Chris McCandless  
Financial Analyst  
Financial Planning and Analysis  
(714) 560-5895

**Approved by:**



James S. Kenan  
Executive Director  
Finance and Administration  
(714) 560-5678

Quarterly Grant Status Report  
 July thru September 2008  
 Future Grant Applications

**Federal Transit Administration Section 5309 (c) - Bus and Bus Related Facilities Program**  
 Discretionary grants are funded by Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users/Transportation Equity Act for the 21st Century.  
 Grants provide capital funds for projects that improve efficiency and coordination of transportation systems.

GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	ESTIMATED SUBMITTAL DATE	ESTIMATED APPROVAL DATE	STATUS
Fiscal Year 2008 Earmark: Intercounty Express Bus (Sanchez)	\$ 490,000	\$ 122,500	\$ 612,500	July 2009	September 2009	Scope of work finalized; application anticipated to be submitted in July 2009
Fiscal Year 2008 Earmark: Anaheim Regional Transportation Intermodal Center (Feinstein, Royce and Sanchez)	588,000	147,000	735,000	July 2009	September 2009	Pending scope of work; application anticipated to be submitted in July 2009
Fiscal Year 2002 City of Costa Mesa	247,507	61,877	309,384	July 2009	September 2009	Scope of work finalized; application anticipated to be submitted in July 2009
<b>Sub-Total</b>	<b>\$ 1,325,507</b>	<b>\$ 331,377</b>	<b>\$ 1,656,884</b>			

**Transit Security Grant Program: Department of Homeland Security**

GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	ESTIMATED SUBMITTAL DATE	ESTIMATED APPROVAL DATE	STATUS
Fiscal Year 2005 Transit Security Grant Program Unexpended Funds: Department of Homeland Security	\$ 22,585	\$ 5,646	\$ 28,231	September 2008	November 2008	An award decision is expected in November 2008
Fiscal Year 2008 Transit Security Grant Program: Department of Homeland Security	409,000	102,250	511,250	September 2008	December 2008	An award decision is expected in December 2008
<b>Sub-Total</b>	<b>\$ 431,585</b>	<b>\$ 107,896</b>	<b>\$ 539,481</b>			

**Fiscal Year 2008 CPS Human Resource Services/International Public Management Association for Human Resources Grant**

GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	ESTIMATED SUBMITTAL DATE	ESTIMATED APPROVAL DATE	STATUS
Fiscal Year 2008 CPS Human Resource Services/International Public Management Association for Human Resources Grant	\$ 25,000	\$ 6,250	\$ 31,250	August 2008	October 2008	An award decision is expected in October 2008
<b>Sub-Total</b>	<b>\$ 25,000</b>	<b>\$ 6,250</b>	<b>\$ 31,250</b>			

**Fiscal Year 2008 Federal Transit Administration Section 5308 Clean Fuels Grant Program**

GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	ESTIMATED SUBMITTAL DATE	ESTIMATED APPROVAL DATE	STATUS
Fiscal Year 2008 Federal Transit Administration Section 5308 Clean Fuels Grant Program	\$ 2,771,500	\$ 567,657	\$ 3,339,157	July 2008	February 2009	Awards are expected to be announced in February 2009, and would require a 17 percent local match.
<b>Sub-Total</b>	<b>\$ 2,771,500</b>	<b>\$ 567,657</b>	<b>\$ 3,339,157</b>			

**Fiscal Year 2008 Federal Transit Administration Section 5312 Hybrid Technology Research and Demonstration Grant**

GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	ESTIMATED SUBMITTAL DATE	ESTIMATED APPROVAL DATE	STATUS
Fiscal Year 2008 Federal Transit Administration Section 5312 Hybrid Technology Research and Demonstration Grant	\$ 241,000	\$ 60,250	\$ 301,250	August 2008	February 2009	Award announcements are anticipated early next year.
<b>Sub-Total</b>	<b>\$ 241,000</b>	<b>\$ 60,250</b>	<b>\$ 301,250</b>			

<b>Total</b>	<b>\$ 4,794,592</b>	<b>\$ 1,073,430</b>	<b>\$ 5,868,022</b>			
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**Quarterly Grant Status Report  
July thru September 2008  
Pending Grant Applications**

<b>Fiscal Year 2008 Federal Transit Administration Section 5310 Transportation for Elderly Persons and Persons with Disabilities</b>						
<b>GRANT</b>	<b>FEDERAL GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>ESTIMATED SUBMITTAL DATE</b>	<b>ESTIMATED APPROVAL DATE</b>	<b>STATUS</b>
Fiscal Year 2008 Earmark: Transportation for Elderly Persons	\$ 1,850,000	\$ 462,500	\$ 2,312,500	August 2008	January 2009	Awards notifications are expected in January 2009.

<b>Mobile Source Air Pollution Reduction Review Committee</b>						
<b>GRANT</b>	<b>GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>SUBMITTAL DATE</b>	<b>ESTIMATED APPROVAL DATE</b>	<b>STATUS</b>
Fiscal Year 2008 - On-Road Heavy-Duty Engine Program	\$ 600,000	\$ -	\$ 600,000	February 2008	To be determined	Proposal Submitted
Fiscal Year 2008 Congestion Mitigation and Air Quality	17,235,000	3,791,700	21,026,700	July 2008	October 2008	The grant agreement with Federal Transit Administration is complete, and is expected to be executed in October 2008 once Federal Highway Administration authorizes the transfer.
<b>Discretionary Grant Sub-Total</b>	<b>\$ 17,835,000</b>	<b>\$ 3,791,700</b>	<b>\$ 21,626,700</b>			

<b>Total</b>	<b>\$ 19,685,000</b>	<b>\$ 4,254,200</b>	<b>\$ 23,939,200</b>			
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Quarterly Grant Status Report  
July thru September 2008  
Current Formula and Discretionary Grants

**ATTACHMENT C**

**Federal Transit Authority SECTION 5307, 5309 AND 5313 GRANT FUNDS**

**Federal Transit Authority Section 5307 - Urbanized Area Formula Capital Grant Program**

Formula grants funded by the Transportation Equity Act for the 21st Century.

Funds are generally used to purchase revenue vehicles, vehicle and facility modifications and bus related equipment.

CURRENT GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	EXPENDED TO DATE	UNLIQUIDATED OBLIGATIONS	REMAINING BALANCE
Fiscal Year 2009 Congestion Mitigation and Air Quality	\$ 5,200,000	\$ 1,300,000	\$ 6,500,000	\$ -	\$ -	\$ 6,500,000
Fiscal Year 2008	52,551,072	5,703,100	58,254,172	28,086,274	12,482	30,155,416
Fiscal Year 2007 Congestion Mitigation and Air Quality	5,616,267	651,984	6,268,251	667,710	998,799	4,601,742
Fiscal Year 2007	48,631,827	5,303,905	53,935,732	25,339,946	221,100	28,374,686
Fiscal Year 2006	47,043,235	4,916,870	51,960,105	27,395,677	12,402,559	12,161,869
Fiscal Year 2005	88,923,097	10,001,392	98,924,489	78,075,618	20,848,871	-
Fiscal Year 2004 **	52,130,309	7,058,512	59,188,821	58,118,691	741,248	328,882
Fiscal Year 2002-03 *	138,042,215	18,030,709	156,072,924	153,272,788	386,524	2,413,612
Fiscal Year 2001	35,613,774	4,620,113	40,233,887	36,055,983	1,382,245	2,795,659
Fiscal Year 2000	88,838,958	15,103,475	103,942,433	98,634,632	5,307,801	-
<b>Formula Grants Total</b>	<b>\$ 562,590,754</b>	<b>\$ 72,690,060</b>	<b>\$ 635,280,814</b>	<b>\$ 505,647,319</b>	<b>\$ 42,301,629</b>	<b>\$ 87,331,866</b>

Note: The remaining balance reflects funds in an approved grant waiting for the procurement contract.

\* The Fiscal Year 2002-03 Section 5307 Grant is a consolidated Fiscal Year 2001-02 and Fiscal Year 2002-03 mega grant.

\*\* The Fiscal Year 2003-04 Section 5307 Grant is "ONLY" 9/12 of the amount available because the extension of Transportation Equity Act for the 21st Century expired June 30, 2004.

**Federal Transit Authority Section 5309 - Discretionary Capital Grant Program**

Discretionary grants funded by the Transportation Equity Act for the 21st Century.

Grants provide capital funds for projects that improve efficiency and coordination of transportation systems.

CURRENT GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	EXPENDED TO DATE	UNLIQUIDATED OBLIGATIONS	REMAINING BALANCE
Fiscal Year 2008 Bus Program	\$ 7,021,300	\$ 1,727,839	\$ 8,749,139	\$ -	\$ -	\$ 8,749,139
Fiscal Year 2006 Bus Application	970,874	242,719	1,213,593	-	-	1,213,593
Fiscal Year 2005 Bus Application	4,344,932	1,037,983	5,382,915	2,500,443	10,273	2,872,199
Fiscal Year 2001-02 Cities of Anaheim and Brea and Santa Ana Bus Base	1,930,671	469,249	2,399,920	2,304,246	95,674	-
Fiscal Year 2001 Irvine Transportation Center Transitway	2,481,380	620,345	3,101,725	1,993,074	1,108,651	-
<b>Discretionary Grants Sub-Total</b>	<b>\$ 16,749,157</b>	<b>\$ 4,098,135</b>	<b>\$ 20,847,292</b>	<b>\$ 6,797,763</b>	<b>\$ 1,214,598</b>	<b>\$ 12,834,931</b>

Note: The above grant amounts include Federal Transit Authority amount and Orange County Transportation Authority local match but excludes operating assistance.

The federal funds allocated for operating assistance can be found in Attachment D.

<b>Formula and Discretionary Grant Total</b>	<b>\$ 579,339,911</b>	<b>\$ 76,788,195</b>	<b>\$ 656,128,106</b>
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Quarterly Grant Status Report  
July thru September 2008  
Operating Assistance Only

**FEDERAL TRANSIT ADMINISTRATION SECTION 5307 GRANT FUNDS****Federal Transit Administration Section 5307 - Urbanized Area Formula Capital Grant Program**

Note: Operating Assistance Only

<b>CURRENT GRANT</b>	<b>FEDERAL GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>Federal Transit Administration DATE PAID</b>
Fiscal Year 2008 *	\$ 5,255,107	\$ 18,759,832	\$ 24,014,939	June 6, 2008
Fiscal Year 2007 *	4,863,183	19,151,756	24,014,939	December 12, 2007
Fiscal Year 2006 *	4,659,324	19,355,615	24,014,939	October 3, 2006
Fiscal Year 2005 *	5,341,510	24,844,621	30,186,131	October 4, 2005
Fiscal Year 2004 *	3,010,031	15,503,544	18,513,575	August 30, 2004
Fiscal Year 2002-03 *	6,966,007	37,562,925	44,528,932	August 21, 2003
Fiscal Year 2001 *	3,155,000	16,411,495	19,566,495	March 8, 2002
Fiscal Year 2000 *	2,889,244	13,818,506	16,707,750	September 29, 2000
<b>Formula Grants Total</b>	<b>\$ 36,139,406</b>	<b>\$ 165,408,294</b>	<b>\$ 201,547,700</b>	

Note: \* Includes Americans with Disabilities Act Paratransit Operating Assistance "ONLY"

**Quarterly Grant Status Report  
Current Other Discretionary Grants**

DISCRETIONARY ALLOCATIONS					
<u>Air Quality Management District Grant Program and Mobile Source Air Pollution Reduction Review Committee</u>					
Provides grants for the purchase of clean fuel revenue vehicles and other activities to reduce mobile source emissions.					
CURRENT GRANT	STATE GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2002-03 Mobile Source Air Pollution Reduction Committee Contract #MS03041 Revenue Contract #C60123	\$ 1,360,000	\$ -	\$ 1,360,000	\$ 136,000	Grant funds 68 liquefied natural gas buses at \$20,000 each. On June 1, 2004, Orange County Transportation Authority executed a contract with Mobile Source Air Pollution Reduction Committee with an expiration date of 2008. The funds have been reprogrammed to the current compressed natural gas bus procurement. A reimbursement request for \$1,224,000 was sent in March with payment received April 16, 2008. On September 15, 2008 the final reimbursement invoice for \$136,000 was sent to Mobile Source Air Pollution Reduction Review Committee with the performance report.
Fiscal Year 2002-03 Air Quality Management District Contract #07320 Revenue Contract #C71248	1,000,000	-	1,000,000	1,000,000	Funds were awarded in October 2002 for liquified natural gas fueling infrastructure at the Garden Grove and Anaheim facilities. On December 3, 2004, Air Quality Management District (AQMD) approved OCTA's request to direct funds towards liquified natural gas fuel tank upgrades for the bus fleet and a liquified natural gas fueling station at the Santa Ana Base. Due to delays with the liquified natural gas tank improvement project and new commitment towards compressed natural gas fuel technologies, staff began discussions with Air Quality Management District to realign the total grant award to support compressed natural gas fueling at the Santa Ana facility. Negotiations with the compressed natural gas fueling vendor were completed in May 2006, a detailed project scope was forwarded to South Coast AQMD staff to develop emissions benefit calculations needed to redirect awarded funds. On February 2, 2007, the AQMD governing Board approved the use of grant funds to OCTA. Reports are being produced by the project manager that will be submitted along with the first reimbursement.
Fiscal Year 2004-05 Mobile Source Air Pollution Reduction Committee Contract #MSO5040 Revenue Contract #C60060	200,000	-	200,000	20,000	Executed in March 2006, this grant funds 25 natural gas buses at \$8,000 per bus. A reimbursement request of \$180,000 for 25 buses less retentions, was sent in December 2007 with the funds being received in January 2008. The six month performance report and retentions invoice for \$20,000 was submitted in June 2008.
Fiscal Year 2004-05 Mobile Source Air Pollution Reduction Committee Contract #PT05063 Revenue Contract #C52915	425,000	-	425,000	425,000	Grant awarded for \$150,000 in February 2005 to purchase and install 71 catalyzed diesel particulate filter systems to retrofit certain diesel-fueled buses. In June 2005, the Mobile Source Air Pollution Reduction Committee Board increased award amount to \$603,500. The contract was executed in March 2006 and budgeted in fiscal year 2007. Requisition 41263 was approved in January 2007. In June 2007, the Board approved a reduction of the number of filters to 50, resulting in a new award amount of \$425,000. Reimbursement invoice AR123404 for \$348,500 was sent September 12, 2008.
Fiscal Year 2006 Mobile Source Air Pollution Reduction Committee Contract #MS06002 Revenue Contract #C71246	928,000	-	928,000	585,580	Executed November 2007, this grant provides funding for the purchase and implementation of automated vehicle locator and mobile data terminal equipment to increase the efficiency of the Freeway Service Patrols. The award requires a minimum 25 percent match funded through the Orange County Service Authority for Freeway Emergencies. To date reimbursements from the Mobile Source Air Pollution Reduction Review Committee total \$342,420 and a reimbursement invoice for \$67,000 was sent in September 2008.
Fiscal Year 2006 Mobile Source Air Pollution Reduction Committee Contract #MS06045 Revenue Contract #C71175	200,000	-	200,000	200,000	Grant executed August 2007. Provides funds to offset capital costs of the compressed natural gas fueling station at the Santa Ana Base. Reimbursement invoice for \$180,000 mailed on September 29, 2008.
Fiscal Year 2006 Mobile Source Air Pollution Reduction Committee Contract #MS07009 Revenue Contract #C80815	800,000	-	800,000	800,000	Awarded on April 6, 2007, this grant helps support the purchase of 40 new buses equipped with advanced low emission natural gas engines. During this quarter 28 Low Emission buses have been conditionally accepted. A reimbursement invoice will be submitted next quarter.

**Quarterly Grant Status Report  
Current Other Discretionary Grants**

<b>DISCRETIONARY ALLOCATIONS</b>					
<b>Air Quality Management District Grant Program and Mobile Source Air Pollution Reduction Review Committee</b> Provides grants for the purchase of clean fuel revenue vehicles and other activities to reduce mobile source emissions.					
<b>CURRENT GRANT</b>	<b>STATE GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>REMAINING BALANCE</b>	<b>PROJECT STATUS</b>
Fiscal Year 2007 Air Quality Management District Contract #08130 Revenue Contract #C81043	4,700,000	-	4,700,000	4,700,000	On December 7, 2007, the Air Quality Management District awarded Orange County Transportation Authority \$4.7 million in grant funds through the fiscal year 2007 Carl Moyer Grant Program. The award supports the repowering of 188 Orange County Transportation Authority transit buses with new advanced low emission engines with a grant amount of \$25,000 each. The new advanced replacement engines will reduce tail pipe emissions between 600 and 700 pounds per year per vehicle. In accordance with the contract reimbursement schedule, the first reimbursement invoice for 10 buses may be submitted in the second quarter of fiscal year 2009.
Fiscal Year 2008 Mobile Source Air Pollution Reduction Committee Contract # to be determined Revenue Contract #Cxxxxxx	1,500,000	-	1,500,000	1,500,000	Awarded by the Mobile Source Air Pollution Reduction Review Committee on November 15, 2007, to implement a "Big Rig" pilot program intended to ease congestion by removing disabled trucks along the highly congested Riverside Freeway. This pilot service would operate similar to the Freeway Service Patrol to help mitigate the impacts of goods movement. Project is due to begin during fiscal year 2009.
Fiscal Year 2008 - Alternative Fuels Infrastructure Program Contract # to be determined Revenue Contract #Cxxxxxx	400,000	-	400,000	400,000	On July 11, 2008, the Mobile Source Air Pollution Reduction Review Committee awarded Orange County Transportation Authority \$400,000 in competitive grant funds from its Alternative Fuels Infrastructure Program. The award will offset the capital costs of implementing a new compressed natural gas fueling station at the Garden Grove Base facility, while allowing local funds to be used towards other Orange County Transportation Authority projects and programs.

<b>State Office of Homeland Security</b> These grants are to be used for the protection of the Orange County's transportation system.					
<b>CURRENT GRANT</b>	<b>STATE GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>REMAINING BALANCE</b>	<b>PROJECT STATUS</b>
Fiscal Year 2006 Transit Security Grant Program	\$ 950,000	\$ -	\$ 950,000	\$ 950,000	Funds on-board bus cameras, surveillance system at the Buena Park Rail Station and development of a Comprehensive Emergency Operations Plan. Due to processing of final expenses from the City of Buena Park, the reimbursement invoice to the State Department of Homeland Security will be completed in the second quarter of fiscal year 2009.
Fiscal Year 2007 Transit Security Grant Program	1,000,000	-	1,000,000	1,000,000	Funds on-board bus surveillance system. We are waiting to complete the fiscal year 2006 reimbursement before submitting for fiscal year 2007.

**Quarterly Grant Status Report  
Current Other Discretionary Grants**

**DISCRETIONARY ALLOCATIONS**

<b>State Transportation Improvement Program</b>					
<b>CURRENT GRANT</b>	<b>CALTRANS QA/QC AMOUNT</b>	<b>OCTA TOTAL GRANT AMOUNT</b>	<b>STATE GRANT AMOUNT</b>	<b>REMAINING BALANCE</b>	<b>PROJECT STATUS</b>
2006 State Transportation Improvement Project Capital bus rapid transit (plans, specifications and estimates)	\$ -	\$ 8,310,000	\$ 8,310,000	\$ 7,895,924	West Orange County Bus Rapid Transit Guideway, Design Phase. Reimbursement for \$414,076 was received in September 2008.
2006 State Transportation Improvement Project Capital Oso Parkway (plans, specifications and estimates)	181,400	1,632,600	1,814,000	-	Funding for the Santa Ana Freeway South Bound Oso Parkway off-ramp, Design Phase with Caltrans receiving 10 percent of the allocation for Quality Assurance and Quality Control. A final reimbursement for \$330,658 was received in August 2008.
2007 State Transportation Improvement Project Capital Placentia Rail Station (plans, specifications and estimates)	-	2,500,000	2,500,000	2,481,079	Placentia Rail Station Design phase. Received reimbursement for \$18,921 in September 2008. Contract C71294 executed October 2, 2008 with Willdan for plans, specifications and estimates.
2008 State Transportation Improvement Project Capital Tustin Rail Station (plans, specifications and estimates)	-	1,100,000	1,100,000	1,100,000	Tustin Rail Station Design phase. Plans, specifications and estimates contract will go to the board for award on November 24, 2008.
2008 State Transportation Improvement Project El Camino Real Soundwall (plans, specifications and estimates)	-	646,000	620,000	646,000	Funding for the Santa Ana Freeway El Camino Real Soundwall, Design Phase. The cooperative agreement with California Department of Transportation should be ready in October.
2008 State Transportation Improvement Project Avenida Vaquero Soundwall (plans, specifications and estimates)	-	620,000	620,000	620,000	Funding for the Santa Ana Freeway Avenida Vaquero Soundwall, Design Phase. The cooperative agreement with California Department of Transportation should be ready in October.

<b>State Transportation Improvement Program</b>					
<b>Programming, Planning, Monitoring</b>					
<b>CURRENT GRANT</b>	<b>STATE GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>REMAINING BALANCE</b>	<b>PROJECT STATUS</b>
Fiscal Year 2004 Program	\$ 3,500,000	\$ -	\$ 3,500,000	\$ 3,500,000	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring. submitted final reimbursement for \$3.5 million to California Department of Transportation District 12 on February 5, 2008. Staff fulfilled a California Department of Transportation District 12 request on two occasions for additional information for further clarification to complete project review. Project close-out is continuing at California Department of Transportation District 12. Staff is following up with California Department of Transportation.
Fiscal Year 2005 Program	1,287,000	-	1,287,000	801,761	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring. Final reimbursement for \$749 thousand on October 10, 2007 is pending at California Department of Transportation District 12. Staff is following up with California Department of Transportation.
Fiscal Year 2006 Program	1,777,000	-	1,777,000	166,108	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring. Final reimbursement for \$166,108 on June 23, 2008, is pending at California Department of Transportation District 12. Staff is following up with California Department of Transportation.
Fiscal Year 2007 Program	1,531,000	-	1,531,000	743,609	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring. Received payment of \$787,391 on July 17, 2008.
Fiscal Year 2008 Program	1,531,000	-	1,531,000	1,531,000	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring.

**Quarterly Grant Status Report  
Current Other Discretionary Grants**

**DISCRETIONARY ALLOCATIONS**

**California Integrated Waste Management Board**

CURRENT GRANT	STATE GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Targeted Rubberized Asphalt Concrete Incentive Grant Program	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	Funding to help offset the costs of rubberized asphalt on the Garden Grove Freeway Improvement Project. Received final report on October 28, 2008. Invoice to be submitted in November 2008.

**State Proposition 1B**

**State Funding for the Public Transportation Modernization, Improvement, and Service Enhancement Account**

CURRENT GRANT	STATE GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2008 Cycle 1	\$ 17,138,093	\$ -	\$ 17,138,093	\$ 17,138,093	Currently, 50 of the 187 paratransit vehicles are on the property waiting inspection and acceptance.
Fiscal Year 2008 Cycle 1	2,684,610	-	2,684,610	1,245,788	Currently making quarterly capital lease payments for Anaheim compressed natural gas fueling facility.
Fiscal Year 2008 Cycle 1	2,723,218	-	2,723,218	1,852,204	Currently making quarterly capital lease payments for the Garden Grove compressed natural gas fueling facility.
Fiscal Year 2008 Cycle 1	2,684,605	-	2,684,605	2,684,605	In January 2009, the operating lease payments will begin for the Irvine/Sand Canyon compressed natural gas fueling facility.
Fiscal Year 2008 Cycle 1	7,737,225	-	7,737,225	7,737,225	The ACCESS/fixd route radio system upgrade project will be delayed until next fiscal year. (2009-10)

**State Proposition 1B Transit Security Grant Program**

**Transit System Safety, Security, and Disaster Response Account**

CURRENT GRANT	STATE GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal year 2008 Proposition 1B	\$ 818,450	\$ -	\$ 818,450	\$ 818,450	No activity to date for the commuter rail right-of-way fencing project.
Fiscal year 2008 Proposition 1B	802,124	-	802,124	802,124	Money was transferred from account code 2166-9022-D3107-K6M for the video surveillance systems for base facilities project.
Fiscal year 2008 Proposition 1B	754,000	-	754,000	754,000	Money was transferred from account code 2166-9022-D3107-EY1 for the key card access systems for base facilities project.
Fiscal year 2008 Proposition 1B	732,900	-	732,900	732,900	No activity to date for the on-board bus video surveillance cameras project.
Fiscal year 2008 Proposition 1B	273,000	-	273,000	273,000	No activity to date for the commuter rail crossing monitors project.
Fiscal year 2008 Proposition 1B	140,000	-	140,000	140,000	No activity to date for the video surveillance system at the Irvine commuter rail station project.

**Quarterly Grant Status Report  
Current Other Discretionary Grants**

**DISCRETIONARY ALLOCATIONS**

**Federal Highway Administration Grant Program Congestion Mitigation Air Quality  
Federal funding for the Garden Grove Project Construction**

CURRENT GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2004	\$ 101,276,120	\$ -	\$ 101,276,120	\$ 63,109	Funding for the construction of carpool lanes on the Garden Grove Freeway. Amount received to date is \$101,213,011. Staff will seek final reimbursement of \$63,109 at project close-out, ~ November 2008.
Fiscal Year 2007	26,000,000	-	26,000,000	20,815,879	Funding for the design of the high occupancy vehicle direct connectors from Garden Grove Freeway to the San Diego Freeway and the San Gabriel Freeway. Reimbursements to date of \$5,184,120 with pending reimbursements of \$4,350,025.

**Federal Transit Authority Section 5313 (b) - Transit Planning Grant Program  
Caltrans is the Federal Grant Recipient**

CURRENT GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2004	\$ 50,000	\$ 12,000	\$ 62,000	\$ -	Funds statewide planning and other technical assistance activities, planning support for non-urbanized areas, research, development and demonstration projects, fellowships for training in the public transportation field, and human resource development. Orange County Transportation Authority is utilizing funding for Intern positions. Requires a cash match of \$5,000 and in-kind match of \$7,000. Received final reimbursement of \$1,613.75 on July 14, 2008.

**Federal Highway Administration Grant Program**

**Value Pricing Pilot Program for research and potential deployment of Orange County Transportation Authority's Performance Monitoring and Pricing Project.**

CURRENT GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2006 Value Pricing Pilot Program	\$ 588,000	\$ 147,000	\$ 735,000	\$ 578,220	Funds the performance monitoring and pricing pilot project on 91 Express Lanes to review speed and travel time sensor technology options, approaches to dynamic pricing and policy impacts. Funding requires a 20 percent match. During the quarter ending December 31, 2007, the Orange County Transportation Authority entered into a new agreement with a new project management firm to assist in oversight of this project. A reimbursement was submitted for \$9,780 in June 2008. There has been no activity for the first quarter of fiscal year 2009.

<b>Total</b>	<b>\$ 187,822,745</b>	<b>\$14,967,600</b>	<b>\$ 202,764,345</b>	<b>\$ 86,987,658</b>	
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**Quarterly Grant Status Report**  
**July thru September 2008**  
**Federal Transit Administration Capital Grant Index**

GRANT NO.	DESCRIPTION	EXECUTED DATE	GRANT BUDGET	UNLIQUIDATED OBLIGATIONS	TOTAL OUTLAYS	TOTAL COMMIT/COSTS	UNCOMMITTED BALANCE	PERCENT COMPLETE	ANTICIPATED CLOSE-OUT
CA-03-0585	Invine Transportation Center	9/26/2001	\$ 3,101,725	\$ 1,108,651	\$ 1,993,074	\$ 3,101,725	-	64.26%	December '08
CA-03-0626	Cities of Anaheim and Brea	8/25/2002	2,399,920	95,674	2,304,246	2,399,920	-	96.01%	December '08
CA-03-0709	2005 Section 5309 Bus Application	3/3/2005	5,382,915	10,273	2,500,443	2,510,716	2,872,199	46.45%	December '08
CA-03-0754	2006 Section 5309 Bus Application	8/22/2006	1,213,593	-	-	-	1,213,593	0.00%	December '09
CA-04-0078	Fiscal year 2008 Section 5309 Bus Application	9/8/2008	8,749,139	-	-	-	8,749,139	0.00%	
CA-90-X962	Program of Projects	9/25/2000	103,942,433	5,307,801	98,634,632	103,942,433	-	94.89%	December '08
CA-90-Y048	Program of Projects	3/4/2001	40,233,887	1,382,245	36,055,983	37,438,228	2,795,659	89.62%	March '09
CA-90-Y163	Program of Projects	8/14/2003	156,072,924	386,524	153,272,788	153,659,312	2,413,612	98.21%	December '08
CA-90-Y237	Program of Projects	8/19/2004	59,188,821	741,248	58,118,691	58,859,939	328,882	98.19%	December '08
CA-90-Y349	Program of Projects	9/22/2005	98,924,489	20,848,871	78,075,618	98,924,489	-	78.92%	December '08
CA-90-Y428	Program of Projects	9/28/2006	51,960,105	12,402,559	27,395,677	39,798,236	12,161,869	52.72%	March '09
CA-90-Y540	Program of Projects	12/10/2007	53,935,732	221,100	25,339,946	25,561,046	28,374,686	46.98%	March '10
CA-90-Y644	Program of Projects	6/11/2008	58,254,172	12,482	28,086,274	28,098,756	30,155,416	48.21%	March '11
CA-95-X005	Fiscal year 2007 Congestion Mitigation and Air Quality Fund Transfer	8/28/2007	6,268,251	998,799	667,710	1,666,509	4,601,742	10.65%	March '10
CA-95-X043	Fiscal year 2009 Congestion Mitigation and Air Quality Fund Transfer-Irvine Guideway	9/22/2008	6,500,000	-	-	-	6,500,000	0.00%	
<b>TOTALS</b>			<b>\$ 649,628,106</b>	<b>\$ 43,516,227</b>	<b>\$ 512,445,082</b>	<b>\$ 555,961,309</b>	<b>\$ 93,666,797</b>	<b>78.88%</b>	







*BOARD COMMITTEE TRANSMITTAL*

***December 08, 2008***

***To:*** Members of the Board of Directors  
***From:*** Wendy Knowles, Clerk of the Board  
***Subject:*** Fiscal Year 2008-09 First Quarter Budget Status Report

**Finance and Administration Committee Meeting of November 26, 2008**

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach  
**Absent:** None

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Receive and file as an information item.



**November 26, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Fiscal Year 2008-09 First Quarter Budget Status Report

### **Overview**

The Orange County Transportation Authority's staff has implemented the fiscal year 2008-09 budget. This report summarizes the material variances between the budget plan and actual revenues and expenses.

### **Recommendation**

Receive and file as an information item.

### **Background**

The Board of Directors (Board) approved the Orange County Transportation Authority (OCTA) Fiscal Year (FY) 2008-09 Budget on June 9, 2008. The approved budget itemized the anticipated revenues and expenses necessary to meet OCTA's transportation programs and service commitments. The OCTA budget is a compilation of individual budgets for each of OCTA's funds, including the General Fund; three enterprise funds; eight special revenue funds; two capital project funds; one debt service fund; four trust funds; and two internal service funds.

The approved revenue budget is \$1.06 billion comprised of \$768 million in current year revenues and \$290 million in use of reserves. The approved expenditure budget is \$1.06 billion with \$1.03 billion of current year expenditures and \$26 million of designations.

This report will analyze material variances between the year-to-date budget and actuals for both revenues and expenditures.

Through the first quarter, there have been three Board approved budget amendments. A summary of each amendment follows:

**Fiscal Year 2008-09 Amended Budget**

Description	Amount (in thousands)
6/08/2008 Approved Budget	\$ 1,057,845
7/28/2008 Integrated Financial Accounting System upgrade	488
9/11/2008 Laguna Hills Transportation Center roof access system	51
9/11/2008 Santa Ana Bus Base natural gas line installation	1,662
9/30/2008 Total Amended Budget	<u>\$ 1,060,045</u>

**Discussion**

Staff monitors and analyzes current year revenues and expenditures versus the amended budget. This report will provide budget-to-actual explanations for any material variances.

It is important to note that as a result of the State of California's budgetary crisis and less than anticipated sales tax revenue, OCTA's forecasted revenues for FY 2008-09 are expected to be less than budgeted. As a result, the OCTA has already begun to take proactive measures by reviewing the current year's budget and identifying line items to be reduced or taken out of the budget. Further details along with a recommendation to reduce the budget will be brought to the Board. Any variance within this report caused by this action will be noted.

**Staffing**

A staffing plan of 1,983 full-time equivalent (FTE) positions was approved in the FY 2008-09 budget. At the end of September 2008, 1,910 of these positions were filled. Overall the vacancy rate for OCTA was 3.7 percent, with union and administrative groups experiencing a 2.7 and a 6.5 percent vacancy rate, respectively. A breakdown of the vacancy rate by job category is provided on the table on the next page:

**Amended Full-Time Equivalent Vacancy Rate**

<u>Staffing Description</u>	<u>Budget</u>	<u>Filled</u>	<u>Vacant</u>	<u>Vacancy Rate</u>
Coach Operators	1,164.0	1,149.0	15.0	1.3%
Maintenance Union	264.0	242.0	22.0	8.3%
Transportation Communications International Union	49.0	46.0	3.0	6.1%
<i>Union Subtotal</i>	<u>1,477.0</u>	<u>1,437.0</u>	<u>40.0</u>	<u>2.7%</u>
Direct Transit Operations Support	200.0	189.0	11.0	5.5%
Other Administrative	306.0	284.0	22.0	7.2%
<i>Administrative Subtotal</i>	<u>506.0</u>	<u>473.0</u>	<u>33.0</u>	<u>6.5%</u>
<b>Total Authority</b>	<b><u>1,983.0</u></b>	<b><u>1,910.0</u></b>	<b><u>73.0</u></b>	<b><u>3.7%</u></b>

Revenue Summary

Board approved budget amendments have increased the approved revenue budget by \$2.2 million. As the table below indicates, the total amended revenue budget for FY 2008-09 is \$1.06 billion. This section of the report focuses on major variances between budgeted and actual revenues for the first quarter.

**Fiscal Year 2008-09 Amended Revenue Budget**

<u>Revenues (in thousands)</u>	<u>Current Year</u>	<u>Reserves</u>	<u>Total</u>
Approved Budget	\$ 767,962	\$ 289,883	\$ 1,057,845
Amendments		2,200	2,200
Total Amended Budget	<u>\$ 767,962</u>	<u>\$ 292,083</u>	<u>\$ 1,060,045</u>

Revenues of \$127.5 million through the first quarter are 21.4 percent under the amended budget of \$162.2 million. Sub-categories with a large variance are presented on the following page at the object summary level:

Fiscal Year 2008-09 Revenue Summary  
(in thousands)

Description	Year to Date Budget	Year to Date Actual	Variance	%
Sales Tax Revenue	\$ 97,001	\$ 74,985	\$ (22,016)	-22.7%
Federal Capital Assistance Grants	20,794	11,130	(9,664)	-46.5%
Advertising Revenue	4,375	825	(3,550)	-81.1%
State Grants	440	(932)	(1,372)	-311.8%
Other Financial Assistance	39	(1,222)	(1,260)	-3256.8%
Gas Tax Exchange	5,750	5,264	(487)	-8.5%
Farebox Revenue	13,085	12,786	(299)	-2.3%
Department of Motor Vehicles Fees Revenue	442	215	(228)	-51.5%
Federal Operating Grants	108	82	(26)	-24.5%
Fees and Fines	32	29	(3)	-10.0%
Property Tax Revenue	376	392	16	4.3%
Toll Road Revenue	10,482	10,518	35	0.3%
Rental Income	333	376	42	12.7%
Miscellaneous	852	952	100	11.8%
Interest Income	8,102	12,131	4,029	49.7%
<b>Total Revenue</b>	<b>\$ 162,213</b>	<b>\$ 127,531</b>	<b>\$ (34,681)</b>	<b>-21.4%</b>

\*(under) / over

Sales Tax Revenue: Actuals of \$75 million are 22.7 percent below the budget of \$97 million. In developing the Measure M (M1) and Local Transportation Fund (LTF) sales tax revenue budgets, staff used the first six months of actuals in FY 2007-08 and annualized the remaining half of the year. The result was then escalated based on a blended sales tax growth rate of 3.39 percent developed from forecasts provided by three universities (University of California, Los Angeles, California State University Fullerton, and Chapman University). The underrun is caused by two factors: OCTA began the year with a lower base sales tax figure because sales tax revenues in the second half of FY 2007-08 were approximately 9.5 percent less than anticipated. In addition, there has been an actual decline of 7 percent in sales tax revenue for the first quarter in comparison to the same period last year, while the projected blended sales tax growth rate was 3.39 percent. Thus, the M1 Fund is underrunning by \$7.8 million and the LTF by \$4.1 million through the first quarter.

Furthermore, as previously mentioned, due to the State of California's budget crisis the State Transit Assistance Fund (STAF) is expected to receive approximately \$9 million less than initially anticipated.

Federal Capital Assistance Grants: Actuals of \$11.1 million are running under the budget of \$20.8 million by \$9.7 million or 46.5 percent primarily due to the West County Connectors (WCC) right-of-way (ROW) phase (\$7.2 million), the San Diego Freeway (Interstate 405) from San Gabriel Freeway (Interstate 605) to the Costa Mesa Freeway (State Route 55) project acceptance and environmental design phase (PA/ED), \$1.4 million, and the purchase of 34 compressed natural gas (CNG) mid-size buses (\$11.6 million). However, these underruns are offset by federal fund reimbursements (\$10.1 million) related to prior year bus purchases. It is not uncommon to receive reimbursements in subsequent years related to prior year activity, especially due to the long lead-time associated with the manufacturing of revenue vehicles.

Expenses related to the WCC ROW phase are expected to take place early in the third quarter and expenses related to the Interstate 405 (I-405) from Interstate 605 (I-605) to the State Route 55 (SR-55) PA/ED are expected to be fully encumbered in the second quarter. Hence, reimbursement requests will be submitted shortly thereafter. As for the CNG mid-size buses, the option to purchase these additional buses has been canceled due to budgetary precautions. As for the revenue, other projects will be evaluated and the funds will be reallocated based on the outcome.

Advertising Revenue: Actuals of \$0.8 million are \$3.6 million below the budget of \$4.4 million. This is primarily due to a timing issue related to the budgeted cashflow. During the development of the budget it was initially expected that OCTA would receive a large portion of this revenue in the month of September 2008. However, after further review of the current advertising contract, this amount is invoiced on a monthly basis and runs one month in arrears. Therefore, through the first quarter the minimum amount OCTA should have expected to receive is \$0.8 million compared to the actuals of \$0.8 million received. The variance under this category is expected to carry forward throughout the year but is anticipated to be on-track by year-end.

State Grants: Actuals are \$1.3 million below the budget of \$0.4 million. The variance is primarily due to reimbursements associated with the plans, specifications, and estimates (PS&E) for the bus rapid transit (BRT) program for \$0.8 million, which were expensed in the previous year but for which reimbursements are currently outstanding and expected to be received in the current fiscal year. It is not uncommon to receive reimbursements in subsequent years related to prior year activity. In addition, \$0.4 million of reimbursements related to on-call engineering services for the Traffic Light

Synchronization Program were expected to be processed in the first quarter of this fiscal year. However, the Board recently approved for staff to request cost proposals and negotiate agreements for these services at the September 22, 2008, Board Meeting. Expenses related to these services are anticipated to be incurred in the third and fourth quarter of this fiscal year. Reimbursement requests will be processed within two months after having incurred expenses.

Other Financial Assistance: Actuals are running \$1.3 million under the adopted revenue budget for this category. The variance is primarily attributed to outstanding reimbursements related to the cost differential for upgrading the engines on 100 of the liquefied natural gas (LNG) buses purchased in FY 2005-06. This upgraded engine reduces the emission of oxides of nitrogen that are released into the air. Again, it is not uncommon to receive reimbursements in subsequent years related to prior year activity.

Interest Income: Actuals of \$12.1 million are approximately \$4 million above the budgeted amount of \$8.1 million. The OCTA budget was developed based on the assumption of a four percent return for the fiscal year. With the downturn in the economy, investors continue to move funds toward safety and liquidity by purchasing treasury, agency, and high-quality corporate securities. A flight to quality continues driving up market prices and increasing the Authority's realized and unrealized gains.

**Expense Summary**

The expenditure budget has been increased by \$2.2 million as a result of three Board approved amendments that were summarized previously. As the table below indicates, the amended expenditure budget for FY 2008-09 is \$1.06 billion.

**Fiscal Year 2008-09 Amended Expenditure Budget**

In Thousands	Current Year	Designations	Total
Approved Budget	\$ 1,031,541	\$ 26,303	\$ 1,057,845
Amendments	2,200	-	2,200
<b>Total Amended Budget</b>	<b>\$ 1,033,742</b>	<b>\$ 26,303</b>	<b>\$ 1,060,045</b>

This next section focuses on major variances between budgeted and actual expenditures for the first quarter. These variances are explained at an object summary level based on the expense summary table included below. Actual

expenditures of \$101.2 million represent a 37.6 percent underrun in comparison to the amended budget of \$162.3 million.

Fiscal Year 2008-09 Expense Summary  
(In Thousands)

Description	Budget	Actual	Variance	%
<b>Salaries</b>				
Compensated Absences	\$ 3,504	\$ 3,798	\$ (294)	-8.4%
Salaries	24,636	24,580	56	0.2%
<i>Total Salaries</i>	<i>\$ 28,140</i>	<i>\$ 28,378</i>	<i>\$ (238)</i>	<i>-0.8%</i>
<b>Benefits</b>				
Pensions	\$ 6,179	\$ 6,415	\$ (236)	-3.8%
Health Care	5,034	5,105	(71)	-1.4%
Insurances	606	504	101	16.8%
Other Benefits	1,119	591	529	47.2%
<i>Total Benefits</i>	<i>\$ 12,938</i>	<i>\$ 12,615</i>	<i>\$ 323</i>	<i>2.5%</i>
<i>Total Salaries and Benefits</i>	<i>\$ 41,078</i>	<i>\$ 40,993</i>	<i>\$ 85</i>	<i>0.2%</i>
<b>Services and Supplies</b>				
Debt Service	\$ 9,870	\$ 10,687	\$ (817)	-8.3%
Fuels and Lubricants	5,137	5,752	(615)	-12.0%
Other Materials and Supplies	402	621	(219)	-54.6%
Miscellaneous Expense	407	615	(208)	-51.1%
Leases	1,567	1,746	(180)	-11.5%
Maintenance Expense	1,691	1,848	(157)	-9.3%
Taxes	4	38	(34)	-914.4%
Advertising Fees	169	43	126	74.7%
Travel, Training, Mileage	326	191	135	41.4%
Utilities	575	381	194	33.7%
Contract Transportation	11,002	10,552	450	4.1%
Tires and Tubes	612	153	459	75.0%
Office Expense	885	342	542	61.3%
Insurance Claims Expense	1,837	1,243	593	32.3%
Outside Services	6,320	3,664	2,656	42.0%
Contributions to Other Agencies	32,135	17,249	14,886	46.3%
Professional Services	22,462	3,566	18,896	84.1%
<i>Total Services and Supplies</i>	<i>\$ 95,402</i>	<i>\$ 58,693</i>	<i>\$ 36,709</i>	<i>38.5%</i>
<b>Capital and Fixed Assets</b>				
Work In Process	\$ 2,370	\$ -	\$ 2,370	0.0%
Construction in Progress	4,247	1,258	2,989	70.4%
Capital Expense-Local Funding	19,249	279	18,970	98.6%
<i>Total Capital and Fixed Assets</i>	<i>\$ 25,866</i>	<i>\$ 1,537</i>	<i>\$ 24,329</i>	<i>94.1%</i>
<i>Total All Expenses</i>	<i>\$ 162,346</i>	<i>\$ 101,223</i>	<i>\$ 61,123</i>	<i>37.6%</i>

\*under / (over)



Services and Supplies: Actuals of \$58.7 million are 38.5 percent below the budget of \$95.4 million. Detailed explanations have been provided for the sub-categories with the largest variances.

Debt Service: Actuals of \$10.7 million are over the budget of \$9.9 million by 8.3 percent or \$0.8 million. The variance is primarily attributed to higher than expected interest expenses related to the 91 Express Lanes (\$1.4 million) due to an increase in the OCTA's variable rate debt as a result of volatile interest rates. These additional expenses are then offset by lower than anticipated interest expenses for the Renewed Measure M (M2) Fund (\$0.4 million), the M1 Fund (\$0.1 million), and the Orange County Transportation District (OCTD) Fund (\$0.1 million).

The M2 Fund interest expense was calculated at a rate of 3.5 percent of the budgeted outstanding tax-exempt commercial paper balance (\$25 million for the first 6 months). However, the actual interest rate was 1 percent for the month of July 2008 and 1.6 percent for August and September 2008.

As for the M1 Fund interest expense, it was also calculated at a rate of 3.5 percent of the outstanding tax-exempt commercial paper. However, the actual interest rate was approximately 1.5 percent of the outstanding tax-exempt commercial paper, thus contributing \$0.1 million to the variance.

OCTD Fund interest expenses contributing \$0.1 million to the variance are associated with the capital leases for the Garden Grove, Anaheim, and Santa Ana base. This interest was expensed in FY 2007-08, per accounting standards. However, the actual invoice is expected to be received in November 2008.

Fuels and Lubricants: Actuals are running \$0.6 million over the budget of \$5.1 million. This is primarily due to the CNG stations at both the Anaheim and Garden Grove base becoming operational in August and October 2008, respectively, versus their initial anticipated launch schedule of July 2008. This resulted in each of these bases contributing \$0.3 million net in additional Diesel expenses over CNG costs incurred. The delay was due to inspection and testing of the fuel stations to ensure regulatory compliance.

Outside Services: Actuals are under the budget of \$6.3 million by \$2.7 million or 42 percent. The variance is primarily spread across the following funds: the OCTD Fund for \$1.2 million, Service Authority for Freeway Emergencies (SAFE) Fund for \$0.9 million, and 91 Express Lanes Fund for \$0.5 million. These three funds contribute \$2.6 of the \$2.7 million variance and their explanations are provided on the following page.

First, within the OCTD Fund, \$0.3 million of the variance can be primarily attributed to the development of prototypes, interior light emitting diode (LED) lights for CNG buses, and delco generator kits for the 5300 and 5400 series buses. These three line items will be cancelled as a result of revenue shortfalls (total budget impact \$0.6 million).

Another \$0.3 million contributing to the variance is related to the CNG equipment operations and maintenance. This variance is attributed to invoices running two months in arrears.

On-call architectural, engineering, and testing and inspection services are contributing \$0.2 million to the variance within the OCTD Fund. These services are all budgeted to be expensed on a monthly basis. However, their actual usage is often difficult to forecast.

Security services are contributing \$0.2 million to the variance within the OCTD Fund. This variance is attributed to invoices running one month in arrears. Actual expenses for these service are expected to be on track against the budget by year end.

Also, contributing \$0.2 million to the variance are contingency fleet services and bus cleaning and pest control services (annual budget impact \$0.4 million). The contingency fleet services line item will also be part of the list brought to the board as a reduction from the budget. Furthermore, invoices for bus cleaning and pest control services are running one month in arrears.

The SAFE Fund is contributing \$0.9 million to the variance under this category. There are two line items making up this variance; the Freeway Service Patrol (FSP) towing services (\$0.6 million) and FSP Big Rig Pilot Program (\$0.3 million).

During the development of the budget, it was estimated that hourly cost for towing services would range between \$65 to \$70 per hour. However, after all contract negotiations were completed, the actual cost per hour being expensed ranges between \$56 to \$65.

The FSP Big Rig Pilot Program has been rescheduled due to the downturn in the economy and shortfall in revenues.

Finally, under this category the 91 Express Lanes Fund is contributing \$0.5 million to the variance. This variance is primarily comprised of both toll road equipment repair maintenance (\$0.3 million) and maintenance supply repairs (\$0.1 million). These items are used on an as needed basis. They include costs associated with the relocation of equipment and utilities during the repavement or improvements on the 91 corridor. It also includes expenses

incurred due to maintenance required to the systems used by the 91 Express Lanes.

Contributions to Other Agencies: Actuals of \$17.2 million are 46.3 percent below the budget of \$32.1 million. The variance can be primarily attributed to the Metrolink locomotives and rail cars (\$8.8 million), Bristol Street widening project (\$1.2 million), Buena Park Intermodal Facility Project closeout (\$1.2 million), and the Bicycle, Pedestrian and Facilities Program (\$1.1 million).

The Metrolink locomotives and rail cars project is on schedule but contributing \$8.8 million to the variance. The Southern California Regional Rail Authority (SCRRA) is the lead agency on the project and has elected to utilize other funds available for the project before beginning to invoice the OCTA. Once these other funds are fully utilized, OCTA expects to begin receiving invoices.

The Bristol Street widening project is contributing \$1.2 million to the variance. This variance is primarily due to a delay caused by reviewing street widening specifications and plans. At this rate, it is anticipated that construction of this project will commence by March 2009.

The Buena Park Intermodal Facility project closeout is contributing \$1.2 million to the variance. This is related to work performed in FY 2008 and for which an invoice was received in October 2008 (FY 2008-09). Upon, payment of this invoice the underrun contributed by this line item will be eliminated.

The Bicycle, Pedestrian and Facilities Program is contributing \$1.1 million to the variance. This is primarily due to invoices running one quarter in arrears. This program is expected to be on track by year end.

Professional Services: Actuals of \$3.6 million are \$18.9 million under the budget of \$22.5 million. The variance can be primarily attributed to underruns in the M2 Fund (\$12.5 million), General Fund (\$3.4 million), and M1 Fund (\$1.6 million).

Within the M2 Fund, the primary reason for the \$12.5 million variance is related to the I-405, SR-55 to the I-605 PA/ED, Project K. The project is currently in the final phase of contract negotiations. A contract is expected to be signed by late November 2008 at which time the full amount will be encumbered.

As for the General Fund, several line items are contributing to the \$3.4 million underrun. The line items include: the Metrolink Placentia Station Improvement Project (\$1.9 million), BRT project management services (\$1 million), Preparation for Emergency Response and Disaster Recovery (\$0.3 million), and Records Management Control (\$0.1 million).

The Metrolink Placentia Station Improvement project (\$1.9 million) was scheduled to commence during the first quarter; however, due to clarifications in the scope of work, a notice to proceed was issued in the second quarter. This project's expenses are expected to be on track by the end of the second quarter.

BRT project management services are contributing approximately \$1 million to the overall variance within the General Fund. This underrun is primarily attributed to three months of invoices that are under review and expected to be paid by December 2008. Actual expenses for these services are expected to be on track against the budget by year end.

The Preparation for Emergency Response and Disaster Recovery project is contributing \$0.3 million to the variance. This project is currently being evaluated by staff and may be postponed to next fiscal year. Staff is expected to make this determination during the second quarter of the fiscal year.

The Records Management Control Project is contributing \$0.1 million to the variance primarily due to staff reviewing the scope of work and assessing the desired outcome of the project. This project is expected to move forward and expenses are anticipated to be incurred by February 2009.

Finally, the M1 Fund is contributing \$1.6 million to the overall variance. This is primarily due to the Santa Ana Freeway (Interstate 5) Gateway design and contract change order (CCO) support (\$0.7 million), State Board of Equalization (SBOE) fees (\$0.6 million), and the Anaheim Regional Transportation Intermodal Center (ARTIC) for \$0.3 million.

The Interstate 5 (I-5) Gateway design and contract change order support services are contributing \$0.7 million to the overall variance. During the development of the budget it was assumed that these expenses would take place on a quarterly basis. These funds are now expected to be expensed in the third quarter.

SBOE fees were budgeted on a quarterly basis; however, actuals are not recorded until one month after the quarter has ended. Furthermore, these expenses are anticipated to be less than budgeted as they are directly related to the amount of sales tax revenues received. As mentioned earlier, sales tax revenues are anticipated to be less than budgeted due to the downturn in the economy.

The ARTIC project is contributing \$0.3 million to the variance. This is primarily due to a delay in invoicing. This variance is expected to be in sync during the second quarter.

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### Capital and Fixed Assets Summary

Capital and fixed assets actuals of \$1.5 million are 94.1 percent below the budget of \$25.9 million. The primary variances are associated with the work in process, construction in progress, and capital expense – local funding categories.

Work in Process: Actuals are running \$2.4 million below the budget of \$2.4 million. The primary reason for the underrun is related to the installation of a natural gas line at the Santa Ana Bus Base (\$1.7 million). Construction of this natural gas line was completed in January 2007 (i.e. FY 2007-08). Furthermore, the OCTA was expected to be invoiced in the first quarter of FY 2008-09 and as a result, an amendment to the FY 2008-09 budget was approved to cover this expense. However, per accounting policies and procedures this expense was recognized in FY 2007-08, the fiscal year in which the project was completed. Therefore, the additional funds added to the budget by the amendment will not be required. These funds will be part of the line items being recommended for reduction from the FY 2008-09 budget.

In addition, there is \$0.7 million related to the ROW land acquisition for the Garden Grove Freeway (State Route 22) project. Expenses for this project were anticipated to be received in the first quarter. However, in order to allow staff to review these expenses thoroughly, actuals are expected to be incurred during the second quarter.

Construction in Progress: Actuals of \$1.3 million are 70.4 percent or \$3 million under the budgeted amount of \$4.2 million. The variance is primarily attributed to the Metrolink Service Expansion Plan (MSEP) ROW acquisition (\$2 million), the I-5 Gateway project utility relocation (\$0.7 million), and the I-5 Gateway project ROW acquisition (\$0.2 million).

The MSEP ROW acquisitions project was anticipated to go before the Board in September 2008 but due to negotiations with property owners this item has been rescheduled to a November/December 2008 Board date.

The I-5 Gateway project is contributing \$0.9 million to the overall variance due to utility relocation (\$0.7 million) and ROW acquisition (\$0.2 million) expenses. Often invoices for utility relocation expense can take from as little as two months to as long as three years to be received, making it difficult to forecast the timing of these expenses. As for ROW acquisition expenses related to the I-5 Gateway project, invoices for this phase of the project were anticipated to be incurred during the first quarter. However, after further review and talks with California Department of Transportation, invoices are now expected to be received during the third quarter.

Capital Expense-Local Funding: Actuals of \$0.3 million are running \$19 million or 98.6 percent under the budget of \$19.2 million.

The Transit Division is contributing \$13.9 million, 91 Express Lanes budget is contributing \$2.9 million, and the Finance, Administration, and Human Resources (FA&HR) Division is contributing \$0.5 to the variance.

Within the Transit Division, \$13.9 million of the variance is due to the option to procure 34 CNG mid-size buses. After further review and in anticipation of revenue shortfalls, the OCTA plans to adjust service levels to match the expected rate of coach operator attrition with each subsequent service change. As a result, this option to procure these additional buses is no longer required.

As for the 91 Express Lanes, the electronic toll system technology upgrade (\$1.9 million) and the lane cutter project (\$1 million) are both contributing to the variance. The electronic toll system technology upgrade request for proposals (RFP) was originally scheduled to be released in the first quarter. However, after further review by the project manager and updates to the scope of work, the RFP is now scheduled to be released in the second quarter. The lane cutter project was evaluated by staff and the decision was made to postpone the project to next fiscal year. As a result, this item will be recommended for reduction from the current year's budget.

Finally, the FA&HR Division is contributing \$0.5 million to the overall variance primarily related to the Integrated Financial and Administrative Information System (IFAS) upgrade. This project was initially anticipated to take place in the first quarter. However, due to the time necessary to negotiate the contract, this project is now expected to commence in the second quarter.

A fund level analysis as well as fund level financial schedules for the General Fund, Local Transportation Authority Fund, OCTD Fund, 91 Express Lanes Fund, and the Internal Service Funds are included as Attachments A and B.

### **Summary**

In summary, Orange County Transportation Authority's revenues are running under the budget primarily due to lower than anticipated sales tax and State Transit Assistance Fund revenues. Sales tax revenues are lower than anticipated primarily due to a decrease in the base sales tax figure used to forecast the current year's budget and the economic downturn that resulted in reduced growth compared to the projected 3.39 growth rate. In addition, due to the State of California's budget crisis, State Transit Assistance Fund revenues are anticipated, at the moment, to be \$9 million less than initially forecasted.

The underrun in revenues is partially offset with an overrun in interest income. The net result in revenues represents an underrun through the first quarter of \$34.7 million or 21.4 percent.

Total expenditures are running under the budget by \$61.2 million with professional services, contributions to other agencies, and locally funded capital expenses accounting for \$52.8 million of the overall variance.

The services and supplies budget accounts for \$36.7 million or 60 percent of the underrun primarily due to various professional service line items and contributions to other agencies. Items contributing to the overall variance include the Metrolink Service Expansion Program (\$10.7 million), San Diego Freeway, Costa Mesa Freeway to the San Gabriel Freeway project acceptance and environmental design, \$10 million, the Bristol Street widening project (\$1.2 million), and the Buena Park Intermodal Facility Project closeout (\$1.2 million).

Capital and fixed assets are contributing \$24.3 million or 39.8 percent to the overall variance in expenses. The primary driver of this variance is related to the option to procure 34 compressed natural gas mid-size buses (\$13.9 million). After further review and in anticipation of revenue shortfalls, the Orange County Transportation Authority plans to adjust service levels to match the expected rate of coach operator attrition. As a result, the option to procure these additional buses is no longer required.

### **Attachments**

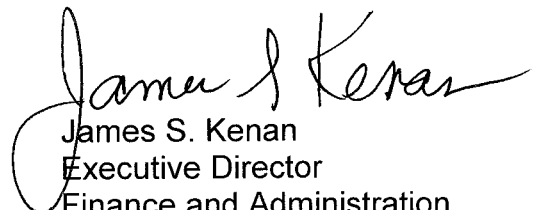
- A. Fund Level Analysis
- B. Fund Level Financial Schedules

### **Prepared by:**



Victor Velasquez  
Section Manager  
Financial Planning and Analysis  
(714) 560-5592

### **Approved by:**



James S. Kenan  
Executive Director  
Finance and Administration  
(714) 560-5678

**Fund Level Analysis**

**General Fund – Revenue Summary**

Revenues are running \$1.3 million under the budget, while expenditures are under by \$6.6 million compared to a budget of \$18.6 million or 35.3 percent.

**Variance Analysis – Revenues**

Note: It is not uncommon for revenues in these categories to be received in future years rather than the year in which they were originally budgeted.

State Assistance: Actuals are running under the budget by \$1.2 million. The variance is primarily due to reimbursements associated with the plans, specifications, and estimates (PS&E) for the bus rapid transit (BRT) program for \$0.8 million, which were expensed in the previous year. Reimbursements for this project are currently outstanding and are anticipated to be received in the current fiscal year. It is not uncommon to receive reimbursements in subsequent years related to prior year activity. In addition, \$0.4 million of reimbursements related to on-call engineering services for the Traffic Light Synchronization Program were expected to be processed in the first quarter of this fiscal year. However, the Board of Directors (Board) recently approved for staff to request cost proposals and negotiate agreements for these services at the September 22, 2008, Board Meeting. Expenses related to these services are anticipated to be incurred in the third and fourth quarter of this fiscal year.

**Variance Analysis – Expenses**

Salaries and Benefits: Actuals of \$8.5 million are 6.5 percent under the budget of \$9.1 million. The largest contributor to the underrun is within salaries, which is under the budget by \$0.3 million or 4.9 percent. The main factor that is contributing to this underrun is due to administrative vacancies, which are currently at 6.5 percent.

Contributions to Other Agencies: Actuals are under the budget by \$1.8 million. The underrun is primarily due to the Bristol Street widening project. Staff has recognized the slowdown in repayment requests due to street improvement plans being finalized. This involves coordination with the Southern California Edison (SCE) Company, Orange County Sanitation District (OCSD), and Metropolitan Water District (MWD). Construction of this project will commence by March 2009.

Professional Services: Actuals are running under the budget by \$3.4 million. The variance can be primarily attributed to the Metrolink Placentia Station Improvement project (\$1.9 million), the BRT project management services (\$1 million), preparation for emergency response and disaster recovery (\$0.3 million), and records management control (\$0.1 million).



The Metrolink Placentia Station Improvement Project (\$1.9 million) was scheduled to commence during the first quarter, however, due to clarifications in the scope of work, a notice to proceed was issued in the second quarter. This project's expenses are expected to be on track by the end of the second quarter.

BRT project management services are contributing approximately \$1 million to the overall variance within the General Fund. This underrun is primarily attributed to three months of invoices that are under review and expected to be paid by December 2008. Actual expenses for these services are expected to be on track against the budget by year end.

The Preparation for Emergency Response and Disaster Recovery Project is contributing \$0.3 million to the variance. This project is currently being evaluated by staff and may be postponed to next fiscal year. Staff is expected to make this determination during the second quarter of the fiscal year.

Finally, records management control are contributing \$0.1 million to the variance primarily due to staff reviewing the scope of work and assessing the desired outcome of the project. This project is expected to move forward and expenses are anticipated to be incurred by February 2009.

### **Local Transportation Authority (LTA) Fund (Measure M) – Revenue and Expense Summary**

Revenues of \$61.8 million are \$12.4 million or 16.7 percent under the budget of \$74.2 million. Expenditures of \$11.7 million are also under the budget by 56.1 percent or \$14.9 million.

#### **Variance Analysis – Revenues**

Taxes and Fees: Actuals are running 12.6 percent below the budget of \$62.3 million. This category represents the ½ cent LTA sales tax revenues. Sales tax receipts are administered and advanced by the State Board of Equalization (SBOE) based on transactions and use tax within the County. In developing the Measure M (M1) sales tax revenue budget, staff used the first six months of actuals in FY 2007-08 and annualized the remaining half of the year. The result was then escalated based on a blended sales tax growth rate of 3.39 percent developed from forecasts provided by universities (University of California, Los Angeles, California State University Fullerton, and Chapman University). The underrun is caused by two factors: The Orange County Transportation Authority (OCTA) began the year with a lower base sales tax figure because sales tax revenues in the second half of fiscal year (FY) 2007-08 were approximately 9.5 percent less than anticipated.

Federal Capital Assistance Grants: Actuals are running \$6.2 million or 86.9 percent under the budget of \$7.1 million. The variance is primarily due to the west county connectors (WCC) right-of-way (ROW) phase. These revenues were budgeted to be received beginning September 2008. However, expenses related to the WCC ROW phase are expected to take place early in the third quarter, hence reimbursement requested will be submitted shortly thereafter.

Interest Income: Actuals of \$5.8 million are approximately \$2 million above the budgeted amount of \$3.8 million. The OCTA budget was developed based on the assumption of a four percent return for the fiscal year. With the downturn in the economy, investors continue to move funds toward safety and liquidity by purchasing treasury, agency, and high-quality corporate securities. A flight to quality continues driving up market prices and increasing the OCTA's realized and unrealized gains.

#### **Variance Analysis – Expenses**

Professional Services: Actuals of \$0.8 million are \$1.6 million or 65.5 percent below the budget of \$2.4 million. This is primarily due to the Santa Ana Freeway (Interstate 5) Gateway design and contract change order (CCO) support services (\$0.7 million), SBOE fees (\$0.6 million), and the Anaheim Regional Transportation Intermodal Center (ARTIC) for \$0.3 million.

The Interstate 5 (I-5) Gateway design and CCO support services are contributing \$0.7 million to the overall variance. During the development of the budget it was assumed that these expenses would take place on a quarterly basis. These funds are now expected to be expensed in the third quarter.

SBOE fees were budgeted on a quarterly basis; however, actuals are not recorded until one month after the quarter has ended. Furthermore, these expenses are anticipated to be less than budgeted as they are directly related to the amount of sales tax revenues received. As mentioned earlier, sales tax revenues are anticipated to be less than budgeted due to the downturn in the economy.

The ARTIC project is contributing \$0.3 million to the variance. This is primarily due to a delay in invoicing. This variance is expected to be in sync during the second quarter.

Contributions to Other Agencies: Actuals of \$9.5 million are \$9.6 million or 50.4 percent below the budget of \$19.1 million. This underrun is primarily related to the Metrolink locomotives and rail cars project, which is on schedule but contributing \$8.8 million to the variance. The Southern California Regional Rail Authority (SCRRA) is the lead agency on the project and has elected to utilize

other funds available for the project before beginning to invoice the OCTA. Once these other funds are fully utilized, OCTA expects to begin receiving invoices.

Construction in Progress: Actuals of \$1.3 million are \$2.8 million under the budget of \$4.1 million. The variance is primarily attributed to the Metrolink service expansion plan (MSEP) ROW acquisition (\$2 million), and the I-5 Gateway project utility relocation (\$0.7 million).

The MSEP ROW acquisitions project was anticipated to go before the Board in September 2008 but due to negotiations with property owners this item has been rescheduled to a November/December 2008 Board date.

The I-5 Gateway project is contributing \$0.9 million to the overall variance due to utility relocation (\$0.7 million) and ROW acquisition (\$0.2 million) expenses. Often invoices for utility relocation expense can take from as little as two months to as long as three years to be received, making it difficult to forecast the timing of these expenses.

### **LTA Fund (Renewed Measure M (M2) – Revenue and Expense Summary**

Revenues of \$0.1 million are \$1.3 million or 92.8 percent under the budget of \$1.4 million. Expenditures are also under the budget by \$13.2 million.

#### **Variance Analysis – Revenues**

Federal Capital Assistance Grants: Actuals are running under the budget by \$1.4 million. The variance is primarily due to the San Diego Freeway (Interstate 405) from San Gabriel Freeway (Interstate 605) to the Costa Mesa Freeway (State Route 55) project acceptance and environmental design phase (PA/ED).

Expenses related to the Interstate 405 (I-405) from Interstate 605 (I-605) to the State Route 55 (SR-55) PA/ED are expected to be fully encumbered in the second quarter. Hence reimbursement requests will be submitted shortly thereafter.

#### **Variance Analysis – Expenses**

Professional Services: Actuals are \$12.5 million below the budget. This is due to the I-405 from I-605 to SR-55 project. Expenses for this phase of the project are expected to take place in the second quarter. The project is currently in the final phase of contract negotiations. A contract is expected to be signed by late November 2008 at which time the full amount will be encumbered.

## **Orange County Transit District Fund – Revenue and Expense Summary**

Revenues of \$29.9 million are under the budget by \$6.5 million. Expenditures of \$53.3 million are 24.9 percent under the budget of \$71 million.

### **Variance Analysis – Revenues**

**Advertising Revenue:** Actuals of \$0.8 million are \$3.6 million below the budget of \$4.4 million. This is primarily due to a timing issue related to the budgeted cashflow. During the development of the budget it was initially expected that OCTA would receive a large portion of this revenue in the month of September 2008. However, after further review of the current advertising contract this amount is invoiced on a monthly basis and one month in arrears. Therefore, through the first quarter the minimum amount OCTA should have expected to receive is \$0.8 million compared to the actuals of \$0.8 million received. The variance under this category is expected to carry forward throughout the year but anticipated to be on-track by year-end.

**Federal Capital Grants:** The actuals of \$9.4 million are 19.6 percent below the budget of \$11.7 million. This variance is directly attributed to the budget request to exercise the option to purchase 34 compressed natural gas (CNG) mid-size buses. However, these underruns are offset by federal fund reimbursements related to prior year bus purchases. It is not uncommon to receive reimbursements in subsequent years related to prior year activity, especially due to the long lead-time associated with the manufacturing of revenue vehicles.

Furthermore, the option to purchase these additional buses has been canceled due to budgetary precautions in the upcoming months as a result of the downturn in the economy.

**Other Financial Assistance:** Actuals of \$4.3 million are running 25.2 percent below the budget of \$5.8 million. The variance (\$1.5 million) is primarily associated to outstanding reimbursements related to the cost differential for upgrading the engines on 100 of the liquefied natural gas (LNG) buses purchased in FY 2006. This upgraded engine reduces the emission of oxides of nitrogen that are released into the air. Again, it is not uncommon to receive reimbursements in subsequent years related to prior year activity.

**Interest Income:** Actuals of \$1.8 million are approximately \$1 million above the budgeted amount of \$0.8 million. The OCTA budget was developed based on the assumption of a four percent return for the fiscal year. With the downturn in the economy, investors continue to move funds toward safety and liquidity by purchasing treasury, agency, and high-quality corporate securities. A flight to quality continues driving up market prices and increasing the OCTA's realized and unrealized gains.

### **Variance Analysis – Expenses**

Salaries and Benefits: Actuals of \$32.3 million are 1.6 percent under the budget of \$31.8 million. The largest contributor to the underrun is within salaries, which is under the budget by \$0.5 million or 3 percent. The underrun is primarily due to union vacancies (2.7 percent).

Outside Services: Actuals of \$1.8 million are under the budget of \$3 million by \$1.2 million. The variance can primarily be attributed to the following:

First, \$0.3 million of the variance can be primarily attributed to the development of prototypes, interior light emitting diode (LED) lights for CNG buses, and delco generator kits for the 5300 and 5400 series buses. These three line items will be part of those brought before the board to reduce from the budget as a result of revenue shortfalls (total budget impact \$0.6 million).

Another \$0.3 million contributing to the variance is related to the CNG equipment operations and maintenance. This variance is attributed to invoices running two months in arrears.

On-call architectural, engineering, and testing and inspection services are contributing \$0.2 million to the variance within the OCTD Fund. These services are all budgeted to be expensed on a monthly basis. However, their actual usage is often difficult to forecast.

Security services are contributing \$0.2 million to the variance within the OCTD Fund. This variance is attributed to invoices running one month in arrears. Actual expenses for these service are expected to be on track against the budget by year end.

Also, contributing \$0.2 million to the variance are contingency fleet services and bus cleaning and pest control services (annual budget impact \$0.4 million). The contingency fleet services line item will also be part of the list brought to the board as a reduction from the budget. Furthermore, invoices for bus cleaning and pest control services are running one month in arrears.

Work in Process: Actuals of \$1.7 million are under the budget of \$1.7 million. The primary reason for the underrun is related to the installation of a natural gas line at the Santa Ana Bus Base (\$1.7 million). Construction of this natural gas line was completed in January 2007 (i.e. FY 2008). Furthermore, the OCTA was expected to be invoiced in the first quarter of FY 2009 and as a result, an amendment to the FY 2009 budget was approved to cover this expense. However, per accounting policies and procedures this expense was recognized in FY 2008, the fiscal year in which the project was

completed. Therefore, the additional funds added to the budget but the amendment will not be required. These funds will be part of the line items being recommended for reduction from the FY 2009 budget.

Capital Expense-Locally Funded: Actuals are running 99.9 percent below the budget of \$14.8 million. The variance is primarily due to two separate bus purchase orders, that were cancelled due to the option to procure 34 CNG mid-size buses. After further review and in anticipation of revenue shortfalls, the OCTA plans to adjust service levels to match the expected rate of coach operator attrition with each subsequent service change. As a result, this option to procure these additional buses is no longer required.

### **91 Express Lanes Fund – Revenue and Expense Summary**

Revenues of \$11.4 million are 3 percent above the budget of \$11.1 million. Expenditures of \$6.5 million are 36.7 percent under the budget of \$10.3 million.

#### **Variance Analysis – Revenue**

Toll Road Revenue: The actuals of \$8.5 million are under the budget of \$9 million by \$0.6 million or 6.3 percent. This is primarily due to a decrease in commuters that are utilizing the 91 Express Lanes. As the economy has softened, OCTA has seen a decrease in overall trips in the first quarter compared to the same period last year. This underrun is offset with an increase within the Miscellaneous Toll Road Revenue category, which is \$0.6 million over the budget.

#### **Variance Analysis – Expenses**

Capital Expense-Locally Funded: The actuals of \$0.1 million are under the budget of \$3.8 million by 96.4 percent. The primary drivers of this variance are the electronic toll system technology upgrade (\$1.9 million) and the lane cutter project (\$1 million).

The electronic toll system technology upgrade request for proposals (RFP) was originally scheduled to be released in the first quarter. However, after further review by the project manager and updates to the scope of work, the RFP is now scheduled to be released in the second quarter. The lane cutter project was evaluated by staff and the decision was made to postpone the project to next fiscal year. As a result, this item is will be recommended for reduction from the current year's budget.

## **Internal Service Funds – Revenue and Expense Summary**

Revenues of \$0.7 million are running over the budget by \$0.1 million, while expenditures of \$1.3 million are 25.3 percent under the budget of \$1.8 million.

### **Variance Analysis – Expenses**

Insurance Claims Expense: The actuals of \$1.1 million are 26.3 percent below the budget of \$1.6 million. The primary reasons for the underrun is attributed to the personal liability/property damage claim expenses. The budget was developed utilizing an actuarial based projection of claims payout derived from a report conducted in 2007. However, the frequency and severity of claims has been less than anticipated during this current fiscal year, which has resulted in lower costs to OCTA.

**Fund Level Financial Schedules**

**General Fund  
Revenues and Expenses**

*(In Thousands)*

Description	Budget	Actual	Variance	%
State Assistance	\$ -	\$ (1,222)	\$ (1,222)	0.0%
Federal Operating Grants	108	(9)	(117)	-108.6%
Miscellaneous	28	(12)	(40)	-142.7%
Fees and Fines	30	26	(4)	-13.4%
Federal Capital Grants	262	283	22	8.2%
Interest Income	120	181	60	50.0%
<b>Total Revenues</b>	<b>\$ 548</b>	<b>\$ (754)</b>	<b>\$ (1,302)</b>	<b>-237.5%</b>
Compensated Absences	\$ 813	\$ 874	\$ (61)	-7.5%
Extra Help Employees	218	170	48	22.2%
Insurances	188	139	49	26.2%
Other Benefits	291	203	87	30.1%
Health Care	846	758	88	10.4%
Pensions	1,581	1,453	128	8.1%
Salaries-Regular Employees	5,166	4,911	255	4.9%
<b>Total Salaries and Benefits</b>	<b>\$ 9,104</b>	<b>\$ 8,508</b>	<b>\$ 595</b>	<b>6.5%</b>
Leases	\$ 1,047	\$ 1,458	\$ (411)	-39.3%
Miscellaneous Expense	142	176	(34)	-23.8%
Maintenace Expense	2	-	2	100.0%
Other Materials and Supplies	19	14	5	24.3%
Advertising Fees	74	35	39	52.7%
Travel, Training, and Mileage	130	77	53	40.9%
Outside Services	835	767	67	8.1%
Utilities	234	31	203	86.6%
Office Expense	446	223	224	50.1%
Contributions to other Agencies	1,335	(479)	1,814	135.9%
Professional Services	4,502	1,102	3,400	75.5%
<b>Total Services and Supplies</b>	<b>\$ 8,765</b>	<b>\$ 3,404</b>	<b>\$ 5,361</b>	<b>61.2%</b>
Capital Expense-Locally Funded	\$ 733	\$ 131	\$ 602	82.2%
<b>Total Expenses</b>	<b>\$ 18,602</b>	<b>\$ 12,043</b>	<b>\$ 6,559</b>	<b>35.3%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)



## Fund Level Financial Schedules

### Local Transportation Authority Fund (Measure M) Revenues and Expenses

(In Thousands)

Description	Budget	Actual	Variance	%
Taxes/Fees	\$ 62,258	\$ 54,427	\$ (7,830)	-12.6%
Federal Capital Assistance Grants	7,125	933	(6,192)	-86.9%
Other Financial Assistance	440	-	(440)	-100.0%
Sale Capital Assets	537	537	-	0.0%
Rental Income	78	97	19	24.9%
Interest Income	3,766	5,788	2,022	53.7%
<b>Total Revenues</b>	<b>\$ 74,203</b>	<b>\$ 61,782</b>	<b>\$ (12,421)</b>	<b>-16.7%</b>
Utilities	\$ -	\$ 4	\$ (4)	100.0%
Travel, Training, and Mileage	3	3	1	18.0%
Miscellaneous Expense	2	1	1	58.5%
Other Materials & Supplies	3	-	3	100.0%
Advertising Fees	9	-	9	100.0%
Office Expense	15	3	12	80.9%
Outside Services	55	6	49	89.8%
Debt Service	177	81	97	54.5%
Professional Services	2,453	846	1,607	65.5%
Contributions to Other Agencies	19,138	9,497	9,641	50.4%
<b>Total Services and Supplies</b>	<b>\$ 21,855</b>	<b>\$ 10,440</b>	<b>\$ 11,415</b>	<b>52.2%</b>
Work in Process	\$ 708	\$ -	\$ 708	100.0%
Construction in Progress	4,068	1,258	2,810	69.1%
<b>Total Capital</b>	<b>\$ 4,777</b>	<b>\$ 1,258</b>	<b>\$ 3,519</b>	<b>73.7%</b>
<b>Total Expenses</b>	<b>\$ 26,631</b>	<b>\$ 11,698</b>	<b>\$ 14,934</b>	<b>56.1%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)

**Local Transportation Authority Fund (Measure M2)**  
**Revenues and Expenses**  
*(In Thousands)*

Description	Budget	Actual	Variance	%
Federal Capital Assistance Grants	\$ 1,390	\$ -	\$ (1,390)	-100.0%
Sale Capital Assets	-	-	-	0.0%
Rental Income	-	-	-	0.0%
Interest Income	-	100	100	100.0%
<b>Total Revenues</b>	<b>\$ 1,390</b>	<b>\$ 100</b>	<b>\$ (1,289)</b>	<b>-92.8%</b>
Leases	\$ -	\$ 17	\$ (17)	100.0%
Travel, Training, and Mileage	3	0	3	99.7%
Miscellaneous Expense	3	0	3	99.0%
Advertising Fees	6	-	6	100.0%
Office Expense	15	0	15	99.4%
Outside Services	32	-	32	100.0%
Contributions to Other Agencies	200	-	200	100.0%
Debt Service	438	48	389	88.9%
Professional Services	12,368	(159)	12,526	101.3%
<b>Total Services and Supplies</b>	<b>\$ 13,064</b>	<b>\$ (93)</b>	<b>\$ 13,157</b>	<b>100.7%</b>
<b>Total Expenses</b>	<b>\$ 13,064</b>	<b>\$ (93)</b>	<b>\$ 13,157</b>	<b>100.7%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)

## Fund Level Financial Schedules

### Orange County Transit District Fund Revenues and Expenses

(In Thousands)

Description	Budget	Actual	Variance	%
Advertising Revenue	\$ 4,410	\$ 825	\$ (3,585)	-81.3%
Federal Capital Grants	11,658	9,369	(2,289)	-19.6%
Other Financial Assistance	5,789	4,332	(1,456)	-25.2%
Farebox Revenue	13,050	12,797	(253)	-1.9%
Insurance Recoveries	101	91	(10)	-10.2%
Miscellaneous	18	-	(18)	-100.0%
Taxes/Fees	376	392	16	4.3%
Rental Income	121	142	20	16.6%
Federal Operating Grants	-	91	91	100.0%
Interest Income	808	1,841	1,033	127.9%
<b>Total Revenues</b>	<b>\$ 36,332</b>	<b>\$ 29,880</b>	<b>\$ 6,452</b>	<b>17.8%</b>
Salaries-Regular Employees	\$ 18,929	\$ 19,492	\$ (564)	-3.0%
Pensions	4,485	4,857	(372)	-8.3%
Compensated Absences	2,686	2,918	(232)	-8.6%
Health Care	4,179	4,340	(161)	-3.9%
Insurances	416	364	52	12.5%
Extra Help Employees	291	(26)	317	108.8%
Other Benefits	827	384	443	\$ 1
<b>Total Salaries and Benefits</b>	<b>\$ 31,813</b>	<b>\$ 32,330</b>	<b>\$ (516)</b>	<b>-1.6%</b>
Fuels and Lubricants	\$ 5,137	\$ 5,749	\$ (612)	-11.9%
Maintenance Expense	1,689	2,148	(459)	-27.2%
Utilities	322	361	(39)	-12.2%
Contributions to Other Agencies	58	89	(32)	-54.8%
Miscellaneous Expense	138	152	(14)	-9.8%
Insurance Claim Expense	-	1	(1)	100.0%
Advertising Fees	21	8	13	63.3%
Other Materials and Supplies	377	307	70	18.6%
Travel, Training, and Mileage	182	109	72	39.8%
Debt Service	-	(94)	94	0.0%
Office Expense	284	110	175	61.4%
Leases	362	156	206	56.9%
Professional Services	1,116	828	288	25.8%
Contract Transportation	9,423	9,044	379	4.0%
Tires and Tubes	612	153	459	75.0%
Outside Services	3,012	1,860	1,152	38.2%
<b>Total Services and Supplies</b>	<b>\$ 22,732</b>	<b>\$ 20,980</b>	<b>\$ 1,752</b>	<b>7.7%</b>
Work in Process	\$ 1,662	\$ -	\$ 1,662	100.0%
Construction in Progress	-	-	-	0.0%
Capital Expense-Locally Funded	14,767	11	14,756	99.9%
<b>Total Capital</b>	<b>\$ 16,429</b>	<b>\$ 11</b>	<b>\$ 16,418</b>	<b>99.9%</b>
<b>Total Expenses</b>	<b>\$ 70,975</b>	<b>\$ 53,321</b>	<b>\$ 17,654</b>	<b>24.9%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)

## Fund Level Financial Schedules

### 91 Express Lanes Fund Revenues and Expenses

(In Thousands)

Description	Budget	Actual	Variance	%
Toll Road Revenue	\$ 9,023	\$ 8,458	\$ (565)	-6.3%
Insurance Recovery	10	0	(10)	-97.0%
Interest Income	598	904	306	51.3%
Miscellaneous Toll Road Revenue	1,459	2,059	600	41.1%
<b>Total Revenues</b>	<b>\$ 11,090</b>	<b>\$ 11,422</b>	<b>\$ 332</b>	<b>3.0%</b>
Debt Service	\$ 2,655	\$ 4,051	\$ (1,397)	-52.6%
Miscellaneous Expense	42	47	(5)	-11.5%
Equipment/Structure	3	-	3	100.0%
Travel, Training, and Mileage	6	1	5	78.5%
Utilities	7	(28)	35	534.7%
Leases	158	115	43	27.2%
Advertising Fees	60	-	60	100.0%
Contract Transportation	1,579	1,508	71	4.5%
Office Expense	110	4	106	96.2%
Insurance Claims Expense	263	94	168	64.2%
Outside Services	547	76	471	86.2%
Professional Services	1,068	484	584	54.7%
<b>Total Services and Supplies</b>	<b>\$ 6,496</b>	<b>\$ 6,352</b>	<b>\$ 144</b>	<b>2.2%</b>
Capital Expense-Locally Funded	\$ 3,756	\$ 137	\$ 3,619	96.4%
<b>Total Capital</b>	<b>\$ 3,756</b>	<b>\$ 137</b>	<b>\$ 3,619</b>	<b>96.4%</b>
<b>Total Expenses</b>	<b>\$ 10,252</b>	<b>\$ 6,489</b>	<b>\$ 3,763</b>	<b>36.7%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)

## Fund Level Financial Schedules

### Internal Service Funds Revenues and Expenses

(In Thousands)

Description	Budget	Actual	Variance	%
Interest Income	\$ 537	\$ 503	\$ (34)	-6.4%
Insurance Recoveries	27	197	170	635.2%
Total Revenues	\$ 564	\$ 700	\$ 136	24.1%
Miscellaneous Expense	\$ -	\$ 148	\$ (148)	100.0%
Outside Services	75	33	42	56.5%
Professional Services	166	15	151	90.9%
Insurance Claims Expense	1,559	1,148	410	26.3%
Total Services and Supplies Expenses	\$ 1,799	\$ 1,345	\$ 455	25.3%
Total Expenses	\$ 1,799	\$ 1,345	\$ 455	25.3%

\*Revenues - (under) / over

\*Expenses - under / (over)





MEMO

December 3, 2008

To: Members of the Board of Directors  
From: <sup>Wk</sup>Wendy Knowles, Clerk of the Board  
Subject: **Board Committee Transmittal for Agenda Item**

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

Thank you.



**December 4, 2008**

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Agreement for Rail Safety Communications Outreach Program

**Overview**

The Orange County Transportation Authority Board of Directors has approved increases to the frequency of Metrolink rail service beginning in 2010. These increases, coupled with a growing number of rail right of way trespassing violations, create a need to expand rail safety communications. To create awareness and promote safety, consultant services for outreach support have been solicited. On October 3, 2008, a request for proposals was issued and offers have been received in accordance with the Orange County Transportation Authority's procurement procedures for professional services.

**Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-8-1153 between the Orange County Transportation Authority and Katz & Associates, in an amount not to exceed \$378,000, for a term of two years for rail safety communications outreach.

**Background**

In 2005, the Orange County Transportation Authority's (OCTA) Board of Directors approved a \$70 million program to increase rail safety throughout the County. The rail safety communications program is necessary to help Orange County meet the Federal Railroad Administration's standards to reduce locomotive horn noise to qualify for designation of quiet zones. With few trains during the middle of the day and trespassing violations and fatalities occurring, public awareness of more frequent trains becomes ever more critical.

OCTA recently teamed up with Operation Lifesaver, a nationwide rail safety education organization dedicated to ending collisions, injuries, and fatalities at grade crossings and along railroad rights-of-way. The only legal and safe place



to cross train tracks is at a designated grade crossing. Unfortunately, many people simply are not aware of this. Walking, jogging, and playing along the railroad right-of-way is illegal and occurs with high frequency with consequences that may be fatal.

The rail corridor runs through the heart of the densest residential and business areas of Orange County. The rail right-of-way also is located along some of the County's most popular beaches. Adding more frequent service with the public not aware of dangers of crossing train tracks is a problem. In 2007, California led the nation with most trespassing fatalities with 82 deaths. Orange County documented thousands of trespassing violations and experienced six trespassing fatalities and four grade crossing fatalities. During a one-day Operation Lifesaver countywide enforcement on November 5, 2008, Orange County law enforcement cited more than 150 pedestrian and vehicle trespassing violators. To help enhance public safety and reduce the number of trespassers and fatalities, the rail safety communications program will inform targeted community members adjacent to the rail corridor about the dangers of trespassing along train tracks.

The rail safety communications program will inform the public of safety measures they can take as more trains run through Orange County. Targeted audiences include residences, businesses, and schools along the rail corridor. Through public presentations, information materials, public service announcements, and an interactive web site, the program's goal is to increase public awareness and help drivers and pedestrians to make safe decisions at crossings.

OCTA is seeking public outreach support to assist staff in the development and implementation of a strategic communications plan to help OCTA deliver a highly-effective program for Orange County.

***Discussion***

This procurement was handled in accordance with OCTA's procedures for professional services. In addition to cost, other factors were considered in an award for professional and technical services. Therefore, the requirement was handled as a competitive negotiated procurement. Award is recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar projects, approach to the requirement, and expertise in the field.

The project was advertised on October 3, 2008, in a newspaper of general circulation. An electronic notice was sent to 1,128 firms registered on

CAMM NET. A pre-proposal meeting was held on October 14, 2008, and was attended by 12 firms.

On October 27, 2008, seven proposals were received. An evaluation committee composed of staff from OCTA Public Communications, Contracts Administration and Materials Management, Health Safety and Environmental Compliance, Commuter Rail Services and the City of Orange reviewed the proposals submitted.

The proposals were evaluated based on the following criteria:

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

Staffing and project organization was weighted more heavily to reflect OCTA's need for a staff with extensive experience in public awareness program development and implementation, as well as rail safety communications.

After evaluating all proposals, the evaluation committee short-listed the two highest-ranked firms, Westbound Communications and Katz & Associates. The remaining five firms did not qualify for interviews due to less competitive proposals and resulting lower scores. The evaluation committee conducted interviews on November 10, 2008.

Based on its evaluation of the proposals and interviews, the evaluation committee unanimously recommends the selection of the following firm:

Firm and Location

Katz & Associates  
Laguna Niguel and San Diego, California

The following is a discussion of the four evaluation criteria categories:

Qualifications of Firm

Katz & Associates' experience with rail communications outreach was superior. The firm's qualifications with rail transit safety programs exceeded the other consultant firms' experience. Katz & Associates proposed to draw upon a team of 40 communication professionals with expertise in public information,

community relations, and public involvement. The firm also has a long relationship with Operation Lifesaver.

#### Staffing and Project Organization

Katz & Associates' proposed staffing and project organization was compelling and technically more qualified to meet the requirements noted in the request for proposals (RFP). The proposed project team, (principal in charge, project manager, community relations lead, and the other project support) has significant experience with rail public outreach programs. The firm's work in other public awareness programs for rail projects has been highly successful. In addition, the proposed project team will be dedicated to the full term of the agreement.

#### Work Plan

Katz & Associates presented a strong work plan. Katz & Associates' communications plan focused on delivering cost-effective results by implementing a comprehensive rail safety public information program with measurable objectives. It also allowed for the greatest level of flexibility in a dynamic environment with sensitive community issues.

#### Cost and Price

All short-listed firms' proposals were within the budget for this procurement. Of the two short-listed firms, Katz & Associates proposed a labor rate for the project manager of \$135 as compared to Westbound Communications' \$165. Of the consultants' proposed team, the project manager will expend the most time with involvement on day-to-day activities. The evaluation committee concluded the recommended firm's extensive experience in implementing similar public awareness programs will save time and money for OCTA.

#### Fiscal Impact

Resources for the rail safety communications program was approved in the OCTA's Fiscal Year 2008-09 Budget, External Affairs, accounts 0010-7519-T5400-PQ6 and 0093-7519-A0001-GB7, and is funded through Measure M and the Commuter Urban Rail Endowment Fund.

#### **Summary**

Based on the information provided, staff recommends award of Agreement No. C-8-1153 with Katz & Associates, in an amount not to exceed \$378,000,

for a two-year term to provide development and implementation of a rail safety communications program.

***Attachments***


- A. Review of Proposals – RFP No. C-8-1153 – Rail Safety Communications Outreach Program
- B. Proposal Evaluation Criteria Matrix – RFP No. C-8-1153 – Rail Safety Communications Outreach Program

**Prepared by:**



Ted Nguyen  
Manager, Public Communications  
(714) 560-5334

**Approved by:**



Ellen S. Burton  
Executive Director, External Affairs  
(714) 560-5923

**Review of Proposals  
RFP No. C-8-1153  
Rail Safety Communications Outreach Program**

<b>Ranking</b>	<b>Proposal Score</b>	<b>Firm &amp; Location</b>	<b>Sub-Contractors</b>	<b>Evaluation Committee Comments</b>	<b>Hourly Rates</b>
1	85	Katz & Associates  Laguna Niguel and San Diego, CA	Sarah Catz  Tashiro Choi & Associates  Ideaworks Advertising	Extensive rail outreach experience  Comprehensive program with customized approach  Very creative collateral materials  Long relationship with Operation Lifesaver  Sub-consultant has strong multi-cultural outreach experience  Very good interview presentation and answers to questions	Principal \$210  Project Manager \$135  Senior Consultant \$150  Administration/Project Support \$65
2	72	Westbound Communications  Orange, CA	Christopher Perez	Good outreach experience but lacks rail safety experience  Overall outreach plan was limited  Lacked creative samples of collateral materials  Very good interview presentation  Insufficient information on rail safety resources other than Operation Lifesaver	Principal \$165  Project Manager \$165  Senior Consultant \$165  Administration/Project Support \$60

**Evaluation Panel**

Public Communications  
Commuter Rail Services  
Health Safety and Environmental Compliance  
Contracts Administration and Materials Management  
City of Orange

**Proposal Criteria**

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

**Weight Factor**

25%  
30%  
20%  
25%

PROPOSAL EVALUATION CRITERIA MATRIX SHORT-LIST									
RFP 8-1153 "RAIL SAFETY COMMUNICATIONS OUTREACH PROGRAM"									
Katz								Weights	Overall Score
Eval. Number	1	2	3	4	5	6			
Qualifications of Firm	5.00	4.00	5.00	4.00	4.00	4.50		5	22.08
Staffing/Project Organization	4.00	4.50	4.00	4.00	4.50	4.50		6	25.50
Work Plan	4.50	4.00	4.50	4.00	4.50	4.50		4	17.33
Cost and Price	4.00	4.00	4.00	4.00	4.00	4.00		5	20.00
	87.00	83.00	87.00	80.00	85.00	87.50			85
Westbound									
Eval. Number	1	2	3	4	5	6			
Qualifications of Firm	4.00	3.00	4.00	3.50	4.00	4.00		5	18.75
Staffing/Project Organization	4.00	3.00	4.00	3.50	4.00	4.00		6	22.50
Work Plan	3.00	4.00	3.00	3.00	3.50	3.50		4	13.33
Cost and Price	3.50	3.50	3.50	3.50	3.50	3.50		5	17.50
	73.50	66.50	73.50	68.00	75.50	75.50			72
Scores for non short-listed firms ranged from 41 to 65.									





BOARD COMMITTEE TRANSMITTAL

**December 08, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Southern Counties Oil Company Contract Compliance Review

Finance and Administration Committee Meeting of November 26, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

Director Campbell abstained pursuant to Government Code 84308.

**Committee Recommendation**

Direct staff to implement recommendations in the Southern Counties Oil Company Contract Compliance Review, Internal Audit Report No. 08 026.





**November 26, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Southern Counties Oil Company Contract Compliance Review

### **Overview**

The Internal Audit Department has completed a contract compliance review of an agreement between Southern Counties Oil Company and the Orange County Transportation Authority. Recommendations have been made to strengthen internal controls over the procurement process, records retention, and contract monitoring. Management has indicated the recommendations contained in the report will be implemented or otherwise satisfactorily addressed.

### **Recommendation**

Direct staff to implement recommendations in the Southern Counties Oil Company Contract Compliance Review, Internal Audit Report No. 08-026.

### **Background**

On June 1, 2005, the Orange County Transportation Authority (OCTA) entered into an agreement (Contract) with Southern Counties Oil Company (SCOC) to provide low sulfur diesel and unleaded fuel (collectively, fuel) to the bus facilities for an initial one-year term with two one-year options. The inventory team of the Contracts Administration and Materials Management (CAMM) Department administers the Contract. The store room supervisors at the bus bases are responsible for ordering and receiving fuel from SCOC.

SCOC delivers fuel to all three bases several times a week. According to the Contract, fuel prices are based on the Oil Price Information Services (OPIS) Average Price Index, a widely accepted fuel price benchmark for supply contracts. OCTA's current contract price per gallon is calculated by adding a mark-up of \$.0107 and \$.018 to the corresponding OPIS index price for diesel and unleaded gasoline, respectively.

The maximum obligation for this Contract, which covers the period from June 1, 2005 to March 31, 2009, is \$51 million. As of October 31, 2008, a total of \$46,656,827 has been paid to SCOC for fuel under this Contract.

***Discussion***

The objective of the review was to determine compliance with significant contract terms including invoicing and fuel delivery requirements. The review also evaluated internal controls over cash disbursements related to this Contract. Based on the results of invoice testing, Internal Audit also reviewed the procurement file and evaluated the bid solicitation process.

Internal Audit tested 236 invoices related to the Contract and found no errors in the fuel prices billed to OCTA. Internal Audit also noted that staff is now retaining, as a part of the invoice approval process, documentation verifying the billed index rates. Internal Audit had recommended this control during a 2007 review of OCTA's liquefied natural gas fuel contract.

During the review, Internal Audit noted that the bid solicitation required bidders to provide an OPIS index price for an arbitrary date when quoting per-gallon mark-up. One bidder's quote appeared to include an incorrect index price and, although it was an attractive bid, it was eliminated. Internal Audit has recommended that future fuel procurement instructions be limited to quotes as to mark-ups or mark-downs on an index price. Internal Audit has also recommended that an independent verification of inconsistencies in the quoted index price be performed, as there was no evidence in the procurement file to support the bid's elimination.

Internal Audit has also provided recommendations to strengthen controls over records retention and contract enforcement related to fuel temperature corrections.

***Summary***

Based on the review, Internal Audit offered four recommendations, which management has indicated would be implemented or otherwise satisfactorily addressed.

***Attachment***

- A. Southern Counties Oil Company Contract Compliance Review, Internal Audit Report No. 08-026

**Prepared by:**



Kathleen M. O'Connell  
Manager, Internal Audit  
(714) 560-5669



INTEROFFICE MEMO

November 12, 2008

To: James S. Kenan, Executive Director  
Finance and Administration

From: Ricco Bonelli, Senior Internal Auditor *RB*  
Internal Audit

Subject: **Southern Counties Oil Company Contract Compliance Review,  
Internal Audit Report No. 08-026**

Attached hereto is the Southern Counties Oil Company Contract Compliance Review, Internal Audit Report No. 08-026. The management responses to the four recommendations made in the review have been incorporated into the attached final audit report. Internal Audit concurs with the responses.

We appreciate the cooperation we received during this review. Internal Audit will follow up on management's planned corrective action in six months.

Appendix: Southern Counties Oil Company Contract Compliance Review,  
Internal Audit Report No. 08-026

c: Ken Phipps  
Tom Wulf  
Virginia Abadessa  
Kathleen O'Connell

**Orange County Transportation Authority  
Internal Audit Department**



**Southern Counties Oil Company  
Contract Compliance Review**

INTERNAL AUDIT REPORT NO. 08-026

**October 30, 2008**



**Internal Audit Team:**

Kathleen M. O'Connell, CPA, Internal Audit Manager  
Ricco Bonelli, Senior Internal Auditor

**Orange County Transportation Authority  
Southern Counties Oil Company  
Contract Compliance Review  
October 30, 2008**

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**Orange County Transportation Authority  
Southern Counties Oil Company  
Contract Compliance Review  
October 30, 2008**

**Conclusion**

As provided in the fiscal year 2007-2008 Internal Audit Plan, a contract compliance review of an agreement between Southern Counties Oil Company and the Orange County Transportation Authority has been completed.

The objectives of the review were to determine whether adequate procedures and controls are in place to ensure compliance with key terms in Agreement No. C-5-0467, including provisions for fuel invoicing, pricing, and delivery. Our procedures considered transactions during the period July 1, 2007 through July 31, 2008.

Based upon our procedures, Internal Audit has determined that rates billed by Southern Counties Oil Company were in accordance with the agreement. However, Internal Audit has also identified issues related to contract procurement and administration and has offered recommendations to improve policies, procedures, oversight and control over fuel contracts.

**Background**

On June 1, 2005, the Orange County Transportation Authority (OCTA) entered into an agreement (Contract) with Southern Counties Oil Company (SCOC) to provide diesel and unleaded fuel (collectively, fuel) to the bus facilities for an initial one-year term with two one-year options. SCOC has provided fuel to OCTA for the periods April 1, 1995 to May 31, 1998, and June 1, 2002 to the present.

On December 1, 2005, an amendment to the Contract increased the maximum obligation amount by \$6 million. Two additional amendments were executed for the two option years and increased the maximum obligation amount by \$13.5 million each option year. A fourth amendment was executed April 29, 2008, to extend the Contract by an additional six months and increase the maximum obligation amount by \$6.5 million. According to the Contracts Administration and Materials Management (Camm) Department at OCTA, an additional amendment has been executed to extend the Contract period until March 2009, and increase the maximum obligation by an additional \$5 million, bringing the Contract's maximum obligation to \$51 million.

Terms and amounts for the Contract are as follows:

<b>Date</b>	<b>Action</b>	<b>Term</b>	<b>Maximum Obligation</b>
06/01/05	Contract Execution	06/1/05-05/31/06	\$ 6,500,000
12/01/05	Amendment 1 – Increase maximum obligation by \$6 million	12/1/05-05/31/06	12,500,000
06/01/06	Amendment 2 – Exercise 1 <sup>st</sup> Option + increase \$13.5 million	06/1/06-05/31/07	26,000,000
05/16/07	Amendment 3 – Exercise 2 <sup>nd</sup> Option + increase \$13.5 million	06/1/07-05/31/08	39,500,000
04/29/08	Amendment 4 – Increase maximum obligation by \$6.5 million	06/1/08-10/31/08	46,000,000
09/24/08	Amendment 5 – Increase maximum obligation by \$5 million	11/1/08 -03/31/09	51,000,000

**Orange County Transportation Authority  
Southern Counties Oil Company  
Contract Compliance Review  
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The inventory team of the CAMM Department administers the Contract. The store room supervisors at the bus bases are responsible for ordering and receiving fuel from SCOC. SCOC delivers fuel to all three bases several times a week.

According to the Contract, prices for diesel and unleaded fuel are based on the Oil Price Information Service (OPIS) Average Price Index. OPIS is a widely accepted fuel price benchmark for supply contracts. The current Contract price per gallon is calculated by adding a mark-up of \$.0107 and \$.018 to the corresponding OPIS index price for low sulfur diesel fuel and unleaded regular gasoline, respectively. Accounts Payable personnel receive the OPIS newsletter each Monday and recalculate the price per gallon for each invoice by adding the OPIS price to the Contract mark-up.

### **Objectives, Scope and Methodology**

The objectives of the review were to determine whether controls are adequate to ensure:

- OCTA is paying the correct prices for fuel in accordance with the Contract terms,
- SCOC is in compliance with invoicing and delivery requirements, and
- Other Contract terms are consistently enforced.

The audit scope considered transactions between July 1, 2007 and July 30, 2008.

The audit methodology included obtaining an understanding of the fuel delivery process and the invoice payment authorization and review process. Internal Audit interviewed CAMM and Accounts Payable personnel to obtain an understanding of the receiving function and the invoice review and payment process. Internal Audit also physically observed and performed a walk-through of the fuel delivery process. Internal Audit then examined documents, the Contract, and on a sample basis, tested invoices to determine whether payments were properly authorized by CAMM and whether SCOC was compliant with pricing and other Contract terms.

This audit was conducted in accordance with generally accepted government auditing standards. Those standards require that Internal Audit plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for findings and conclusions based on audit objectives. Internal Audit believes that the evidence obtained provides a reasonable basis for these findings and conclusions based on the audit objectives.



**Orange County Transportation Authority  
Southern Counties Oil Company  
Contract Compliance Review  
October 30, 2008**

## **Audit Comments, Recommendations and Management Responses**

### **Noteworthy Accomplishments**

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On June 15, 2007, Internal Audit issued a report on the results of a review of a contract between OCTA and Applied LNG Technologies. During that review, Internal Audit noted that staff did not retain documentation of the monthly index prices used to calculate the price for each gallon-equivalent of Liquefied Natural Gas (LNG) purchased by OCTA. Furthermore, staff did not independently verify the index price to a published source, but relied on the vendor, Applied LNG Technologies, to provide the index price.

Since that time, management has developed and implemented policies and procedures to ensure that staff independently verifies the pricing on fuel invoices, including those from SCOC. Accounts Payable staff now subscribe to a weekly OPIS newsletter. Staff uses the OPIS fuel index prices to verify each invoice received from SCOC to ensure that OCTA pays the correct contractual rate. During this review, Internal Audit tested 236 invoices and found no errors in the price OCTA paid SCOC for fuel.

### **IFB's and Related Supplier Evaluations Should Consider Only Relevant Information**

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On March 4, 2005, OCTA issued Invitation For Bid (IFB) No. 5-0467. This solicitation for fuel products indicated that bidders were to provide the OPIS index price on February 7, 2005, and include their proposed "discount" from that index price. The IFB also indicated that the price of weekly fuel deliveries under a contract with OCTA would be based on this weekly index.

On April 4, 2005, OCTA received three bids (Appendix A). One bidder, Mansfield Oil, included an OPIS index price for diesel fuel of \$1.50 per gallon, which conflicted with the other two bidders' index price of \$1.4155 per gallon. However, Mansfield Oil's discount, equivalent to a mark-up of \$0.0111 per gallon, was the best quoted. The difference between Mansfield Oil's mark-up and that of the second place and winning bidder, SCOC, was \$0.0428 per gallon. Mansfield Oil's bid was considered "non-responsive" and eliminated.

For purposes of the weekly pricing for this contract, the OPIS index price of February 7, 2005 is irrelevant. Such an arbitrary index price should not be considered in fuel contract awards. Had OCTA required that bidders only quote their discount, significant savings could have been realized in this contract award. OCTA purchased approximately 5.2 million gallons of diesel fuel between June 1, 2005 and May 31, 2006<sup>1</sup>. The \$0.0428 per gallon difference in mark-up between Mansfield Oil's bid and that of SCOC equates to approximately \$226,000 for this period.

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<sup>1</sup> Amendment No. 2, which was effective June 1, 2006, modified the type of diesel fuel and vendor price mark-up.

**Orange County Transportation Authority  
Southern Counties Oil Company  
Contract Compliance Review  
October 30, 2008**

**Recommendation 1:** Internal Audit recommends that future procurements for inventory products that will be priced based on indexes be limited to quotes on discounts, premiums, mark-ups, or mark-downs. The CAMM Department should implement a review process to ensure that the language and requirements in IFBs are clear, concise, and relevant to better enhance both the bidding and subsequent evaluation processes.

Internal Audit also recommends that CAMM immediately solicit bids for fuel. Solicitations should be initiated prior to contract expiration and conducted in a timely manner.

**Management Response (CAMM):** Management agrees with this recommendation. CAMM is currently preparing a new solicitation for unleaded and diesel fuels. The Invitation for Bid (IFB) is scheduled for release on November 14, 2008 with the bids being submitted on December 11, 2008. The bidders will be required to quote only their discounts, delivery charges and any applicable taxes. CAMM management will also ensure that the IFB package is thoroughly reviewed prior to be released and that the recommended bid is inspected to ensure compliance with all IFB requirements.

**Bid Inconsistencies Should Be Thoroughly Evaluated**

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There was no written documentation in the procurement file for this contract to suggest that the procurement administrator independently verified that, in fact, Mansfield Oil had incorrectly quoted the OPIS index. Similarly, there was no evidence to confirm that the price quoted by the other two bidders was correct.

**Recommendation 2:** Internal Audit recommends that procurement policies and procedures be enhanced to require independent verification of inconsistencies in bids. Internal Audit also recommends that policies and procedures over inventory procurements be strengthened to require CAMM management review and approval of awards for contracts of this magnitude and nature.

**Management Response (CAMM):** CAMM agrees to strengthen the procurement procedures for all types of purchases to require an independent verification of all bids received to ensure that there are no inconsistencies in the bids and that the lowest responsible, responsive bidder has met all the requirements. Currently, a CAMM section manager is required to review the IFB package before it is released. Although CAMM's section managers do, as a practice, review the contract and procurement file before they are finalized, there are no formal procedures in place that requires this management review. CAMM will revise those sections in the procurement manual to make these reviews a required element of the evaluation process.

**Orange County Transportation Authority  
Southern Counties Oil Company  
Contract Compliance Review  
October 30, 2008**

**Records Should be Retained and Safeguarded**

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During this review, Accounts Payable staff were unable to locate an invoice payment package comprised of 22 invoices totaling \$436,642. Documentation supporting payments should be properly retained in order to meet OCTA's legal and contractual requirements as well as its own record retention policies.

**Recommendation 3:** Internal Audit recommends that management develop policies and procedures to ensure that supporting documentation for payments is properly retained and safeguarded.

**Management Response (Accounting and Financial Reporting):** Management agrees with the recommendation. Effective July 1, 2008, access to accounts payable payment documents was restricted to Accounting Department personnel only. All other departments must check-out and check-in documents if they need to see them. A written log is maintained of all payment records that are checked out. Additionally, a pending upgrade of the financial accounting system includes document imaging. A contract for the upgrade has been signed and the project is scheduled to begin before the end of calendar year 2009.

**Contract Requirements Should be Enforced**

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Internal Audit was unable to determine that deliveries from SCOC were temperature corrected. The Contract requires that "all invoices for deliveries of 5,000 gallons or more shall be temperature corrected." Management has indicated that this Contract provision is unnecessary because the fuel delivery process does not subject the fuel to the risk of losses due to temperature volatility.

**Recommendation 4:** Internal Audit recommends that management enforce this contract requirement. Any requirement that is considered unnecessary or inapplicable should be removed from the Contract through amendment.

**Management Response (CAMP):** The requirement was originally placed in the contract as a safeguard in the event that a less than full truckload of fuel was delivered. However, OCTA's experience is that only full loads of fuel are delivered and accepted. In the solicitation being developed to re-procure the fuel, this requirement has been removed.

Price Analysis - IFB 5-0467 Diesel and Unleaded Fuel

Item	Description	Bidder - Manfield Oil	Bidder - Petro-Diamond	Bidder - SC Fuels
1	Diesel Fuel			
	Opis Price on 2/7/05	1.500	1.4155	1.4155
	Discount	+0.0111	+0.0716	+0.0539
	Bid Price	1.5111	1.4871	1.4694
2	Unleaded Fuel			
	Opis Price on 2/7/05	1.4545	1.4517	1.4517
	Discount	+0.0092	+0.0267	+0.018
	Bid Price	1.4637	1.4784	1.4697
3	Childhood Lead Poisoning	Not Quoted	0.000756	0.00076
	Bid Bond	Yes	Check	Yes





**BOARD COMMITTEE TRANSMITTAL**

**December 8, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Call for Projects for Section 5316 and 5317 Federal Funding Programs

Transit Committee meeting of November 26, 2008

**Present:** Directors Brown, Buffa, Green, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Dixon

***Committee Vote***

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

***Committee Recommendations***

- A. Approve the call for projects for the Federal Transit Administration Section 5316 and 5317 grant programs.
- B. Approve Amendment No. 2 to Agreement No. C-7-1177 with A Menninger-Mayeda Alternative, in the amount of \$21,000.



**November 26, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Call for Projects for Section 5316 and 5317 Federal Funding Programs

**Overview**

The Federal Transit Administration has established funding opportunities to address the special transportation needs of seniors, persons with disabilities, and persons of low income. The Public Transit/Human Services Transportation Coordination Plan was adopted by the Board of Directors in October 2008 as required to access this funding. Staff is seeking Board of Directors' approval to release a call for projects allowing Orange County agencies to compete for funding under the Section 5316, Job Access Reverse Commute Program and Section 5317, the New Freedom Initiative. Staff is also seeking an amendment to Agreement No. C-7-1177 to retain consultant assistance with the call for projects activities.

**Recommendations**

- A. Approve the call for projects for the Federal Transit Administration Section 5316 and 5317 grant programs.
- B. Approve Amendment No. 2 to Agreement No. C-7-1177 with A Menninger-Mayeda Alternative, in the amount of \$21,000.

**Background**

The 2005 reauthorization of federal transportation funding under the Safe, Affordable, Efficient Transportation Equity Act – A Legacy for Users required the development of a transportation coordination plan to identify strategies to address unmet transportation needs among persons of low income, seniors, and persons with disabilities in order to access funding under the Federal Transit Administration (FTA) Section 5316, Job Access Reverse Commute (JARC) Program, and the Section 5317 New Freedom Initiative. The planning process is complete and the Orange County Transportation Authority

(Authority) Board of Directors (Board) adopted the Public Transit/Human Services Transportation Plan for Orange County on October 10, 2008.

As the regional transportation planning agency in Orange County, the Authority is responsible for allocating JARC and New Freedom Initiative funds for projects derived from the priority strategies identified in the coordination plan. Authority staff and members of the A Menninger-Mayeda Alternative (A-M-M-A) consulting team have developed a call for projects (Attachment A) which invites interested agencies to submit proposals for competitive evaluation and funding under these two programs.

### ***Discussion***

The coordination plan identifies goals for meeting the unmet transportation needs of persons of low income, seniors, and persons with disabilities and includes priority strategies to address these needs, including improved transportation information and communication, enhanced human services transportation programs, development of new or expanded services to meet specific gaps in service, and enhancements to existing transit services. Based on these priorities, the call for projects identifies areas under which organizations may submit proposals for funding.

Under the JARC Program, funding will be available for projects serving persons of low income and for job-related trips under the following categories:

- **Transportation Service Enhancements**

Projects in this category may include a variety of strategies that would assist low-income persons getting to employment, training or other work-related activities.

- **Capital Projects**

This category includes funding for vehicles and equipment used to meet the trip needs of the JARC population.

- **Mobility Management/Travel Training**

Projects in this category may support staff persons or training expenses which facilitate improved understanding of and access to transportation resources for the JARC population.



Under the New Freedom Initiative, funding will be available for projects serving persons with disabilities under the following categories:

- Same-Day Transportation Services

Projects in this category may include same-day service oriented to ACCESS-eligible riders for non-emergency medical trips.

- Mobility Management/Travel Training

Projects in this category would be similar to those under the JARC program; however, these would specifically serve seniors and persons with disabilities.

The four-year federal allocation for the Section 5316 JARC funds is approximately \$7.3 million and approximately \$3.4 million is available in New Freedom Initiative funds. The call for projects will provide a two-year funding allocation for selected projects, with an option to extend the projects for an additional two years. The call for projects will be released in January 2009. Agencies involved in the coordination planning efforts will be notified and invited to participate in project workshops designed to provide information and assistance with the application and funding process and encourage project applications. The Authority may also compete for funds under these programs and staff is currently assessing project options.

Submitted applications will be evaluated based on several criteria including the project's ability to:

- Address the target population's transportation needs
- Demonstrate sufficient and appropriate coordination among public transit and human services agencies
- Identify an adequate implementation plan and project management activities
- Provide a clearly defined budget including documentation of required matching funds

Staff will return to the Board in June 2009 with a list of recommended projects for funding. Once approved, staff will work with the successful applicants and FTA to develop required documents needed to secure JARC and New Freedom Initiative grant funds.

The Authority retained the services of A-M-M-A to develop the coordination plan. A-M-M-A assisted in the development and evaluation of the call for projects in Riverside and San Bernardino counties. This experience will be beneficial as the Authority prepares to release the Orange County call for projects. An amendment of \$21,000 to Agreement No. C-7-1177 is requested to allow A-M-M-A to continue to assist staff with the call for projects and facilitate the project workshops. This amendment will bring the total maximum obligation of the contract to \$120,977 (Attachment B).

**Fiscal Impact**

Funds for this project are included in the Authority's Fiscal Year 2008-09 Budget, Transit Division, Community Transportation Services, Account 2131-7312-1208-PJX. These contract costs will be recovered through the federal funding process which allows up to a 10 percent reimbursement of administrative costs. The cost of consultant assistance for this project is well under this threshold.

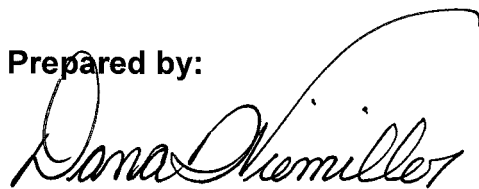
**Summary**

A call for projects for funding under the FTA Section 5316 JARC program and Section 5317 New Freedom Initiative has been prepared in accordance with federal guidelines. Approval of the call for projects will allow the Authority to facilitate the review, selection, and coordination of federal grant funding for transportation projects submitted by human service agencies seeking to address the unmet transportation needs of persons of low income, seniors, and persons with disabilities.

**Attachments**

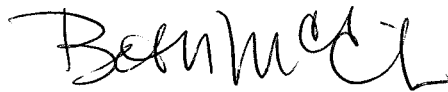
- A. Proposed Combined Grant Application
- B. A Menninger-Mayeda Alternative Agreement No. C-7-1177 Fact Sheet

**Prepared by:**



Dana Wiemiller  
Community Transportation Coordinator  
(714) 560-5718

**Approved by:**



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



## Combined Grant Application

1. **FTA Section 5316 Job Access & Reverse Commute Program [JARC]**
2. **FTA Section 5317 New Freedom Program [NF]**

For Use by Agencies and Organizations  
in Orange County

Applicant Agency Name		
Project Name		
Address		
City	County	Zip
Contact Person		
Phone	FAX	E-Mail Address
Other Partner Agencies on This Grant Proposal		

*Available in alternate formats by request:*

Ric Teano  
 Grants Funding Specialist  
 Orange County Transportation Authority  
 550 South Main Street  
 Post Office Box 14184  
 Orange, CA 92863-1584

**Must be received no later than 5 p.m. on Friday, February 27, 2009.**

Orange County Transportation Authority

**Combined Grant Application  
FFY09**

For Grant Programs for:  
JARC (5316) and New Freedom (5317)

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Please note!

These introductory pages 2-11 are not to be included with your application. Start with cover sheet (page 1), Checklist (page 12) and Transmittal Letter (page 13).

<b>PROGRAM OVERVIEW</b>
-------------------------

**This offering invites proposals for funding available through two Federal SAFETEA-LU programs. These programs are each summarized briefly below.**

**Safe, Accountable, Flexible, Efficient Transportation  
Equity Act: A Legacy for Users**

On August 10, 2005, the President signed into law the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU continues a strong fundamental core formula program emphasis coupled with targeted investment, featuring Safety, Equity, Innovative Finance, Congestion Relief, Mobility and Productivity, Efficiency, Environmental Stewardship, and Environmental Streamlining.

The Job Access & Reverse Commute (JARC) and New Freedom (NF) Programs are authorized under the provisions set forth in SAFETEA-LU. These provisions authorize the annual apportionment of funds to large urbanized areas and to the state for the small urbanized and rural areas. SAFETEA-LU also includes new planning requirements for the JARC and NF Programs, requiring that projects funded through these programs “must be derived from a locally developed, coordinated public transit-human services transportation plan.”

The Orange County Transportation Authority (Authority) is responsible for administering the JARC and NF funding for the urbanized areas of Orange County.

**FTA SECTION 5316 JARC PROGRAM GOALS**

The JARC program goal is to improve transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities. Toward this goal, FTA provides financial assistance for new transportation services planned, designed, and carried out to meet the transportation needs of eligible low-income individuals in all areas. Another goal is to implement coordination of federally assisted programs and services in order to make the most efficient use of federal resources.

**FTA SECTION 5317 NF PROGRAM GOALS**

The NF program goal is to provide new public transportation services to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation into society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. NF also seeks to expand the transportation mobility options available to persons with disabilities beyond requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

The definition of “new service” for both the JARC and NF Programs is any service or activity that was not implemented or operational before August 10, 2005.

# GRANT APPLICATION PROCEDURES

## A. Eligible Applicants:

Applicants may include state or local governmental bodies, Metropolitan Planning Organizations (MPOs), Regional Transportation Planning Agencies (RTPAs), social services agencies, tribal governments, private and public transportation operators, and non-profit organizations.

## B. Eligible Use of Program Funds:

SAFETEA-LU requires that all JARC and NF projects selected for funding must be derived from a locally developed Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan). The Coordinated Plan for Orange County, is available online at [www.octa.net](http://www.octa.net).

The Orange County Public Transit-Human Services Coordinated Plan identifies existing services, needs, strategies and priorities for **low-income individuals, individuals with disabilities and older adults**. (Please see Page 7 of this Application.)

## C. Potential Activities for JARC and NF Projects:

Examples of potential JARC projects include, but are not limited to:

### JARC Operating Activities

- Late night and weekend service
- Guaranteed ride home service
- Shuttle service
- Expanded fixed-route public transit routes
- Demand-responsive service
- Ridesharing and carpooling activities

### JARC Capital Activities

- Vehicles
- Mobility management activities

NF funds are available for capital and operating expenses that support new public transportation services beyond those required by the Americans with Disabilities Act of 1990 (ADA) and new public transportation alternatives beyond those required by the ADA designed to assist individuals with disabilities with accessing transportation services, including transportation to and from jobs and employment support services. The definition of "new service" is any service or activity that was not implemented or operational before August 10, 2005. Examples of potential activities include, but are not limited to:

### NF Operating Activities

- Service enhancements which support same-day transportation
- Non-emergency medical transportation for ADA-eligible riders
- Services beyond the minimum requirements of ADA
- Volunteer driver programs

### NF Capital Activities

- Mobility management activities
- Travel training and/or staff transit training programs

SAFETEA-LU allows projects considered as “mobility management” are eligible as a capital expense under the JARC and New Freedom Programs. “Supporting new mobility management and coordination programs among public transportation providers and other human service agencies providing transportation” is specifically referenced as an eligible project in the FTA guidance. Additional eligible JARC and NF information can be found at: [http://www.fta.dot.gov/funding/grants\\_financing\\_263.html](http://www.fta.dot.gov/funding/grants_financing_263.html)

#### **D. Program Period to be Funded**

Under this Call for Projects, eligible JARC/NF projects may request up to two years of funding per project. Since both JARC and NF funding were appropriated for a total of four (4) years, OCTA may conduct a subsequent Call for Projects or may extend/cancel the funding of ongoing projects based on their performance at its discretion.

It is anticipated that funding approved through this Call for Projects will be effective October 1, 2009, and continue for two successive twelve (12) month periods subject to the above provisions.

#### **E. Performance Measures & Monitoring**

All approved projects will be required to submit monthly and quarterly reporting to ensure compliance with the original approved project scope as well as federal fund requirements [see FTA C. 9050.1(JARC) or FTA C 9045.1 (NF)].

The following indicators will be used, at a minimum, to measure project effectiveness. Applicant agencies are encouraged to propose additional measures, including measurements of consumer satisfaction or consumer outcomes by which to monitor and report project effectiveness.

##### **1. JARC Program**

- Actual or estimated number of jobs that can be accessed as a result of geographic coverage of JARC projects implemented on the current reported year
- Actual or estimated number of rides (as measured by one-way trips) provided as a result of the JARC projects implemented in the current reporting year.

##### **2. NF Program**

- Increase or enhancements related to geographic coverage, service quality and or service times that impact availability of transportation services for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year.
- Additions or changes to environmental infrastructure (e.g. transportation facilities, side walks, etc), technology, and vehicles that impact availability of transportation services as a result of the New Freedom projects implemented in the current reporting year.
- Actual or estimated number of rides (measured by one-way trips) provided for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year.

##### **3. Semi-annual Meetings**

On at least a semi-annual basis, recipients of funding under these programs will be required to participate in grantee meetings to be arranged by the Authority. These meetings conducted for the purposes of encouraging and facilitating coordination between transportation programs, improving the efficiency and effectiveness of services being operated, and identifying continuing gaps between services and needs for additional services.

**F. Maximum/Minimum Grant Award Amounts Per Project/Per Year:**

OCTA is not specifying minimum or maximum award amounts that it will consider under this application cycle for JARC or New Freedom. Applicants are encouraged to review the table of annual estimated dollars available below. The amounts requested must be appropriate to the nature of the proposed project and the benefits to be achieved and OCTA reserves the right to negotiate final funding levels.

Table 1 indicates the total funds available, based upon current Federal apportionment information.

**Table 1**  
**Anticipated Funding for JARC and New Freedom Programs**  
**Call for Projects**

	<b>JARC</b>	<b>New Freedom</b>	<b>Total</b>
<b>FY 2006</b>	\$ 1,678,644	\$ 789,380	\$ 2,468,024
<b>FY 2007</b>	1,769,470	816,756	\$ 2,586,226
<b>FY 2008</b>	1,907,402	891,821	\$ 2,799,223
<b>FY 2009</b>	1,977,302	924,504	\$ 2,901,806
<b>Total</b>	\$ 7,332,818	\$ 3,422,461	\$ 10,755,279

**G. Cost Sharing/Match Requirement:**

The “Match Requirement” specifies the minimum amount of local or non-USDOT/FTA funds that must be committed to fund the proposed project. In the case of a JARC capital project, for example, a minimum 20 percent match is required, which means that a project costing \$100,000 would require a minimum local match of 20% or \$20,000. Local funding requirements for these grants follow with tables summarizing key information.

**1. Job Access and Reverse Commute (JARC) Projects, Section 5316**, funds can be used to support up to 80 percent of capital projects, and not more than 50 percent (50/50 match) of projects for operating assistance.

**2. New Freedom (NF) Projects, Section 5317** funds can be used to support up to 80 percent of capital projects, including mobility management and not more than 50 percent (50/50 match) of projects for operating assistance.

The U.S. Department of Transportation (USDOT) program funds cannot be used as a source of local match for other FTA programs, even when used to contract for service. However, some examples of allowable sources for local match monies for JARC and/or NF Programs operating assistance are dedicated tax revenues, private donations, revenue from human service contracts, and net income generated from advertising and concessions. Matching share requirements are flexible to encourage coordination with other federal programs that may provide transportation, such as Health and Human Services or Agriculture. Volunteer services or other in-kind contributions are examples of non-cash share. These contributions are eligible to be counted toward the local match as long as the value of each is documented and supported, represents a cost that would otherwise be eligible under the program, and is included in the net project cost in



the project budget. In either case, the cost of providing the contract service is included in the total project cost. Table 3 following summarizes these match requirements.

**Table 2, JARC and New Freedom Program Local Match Requirements**

	Federal JARC or NF Share Of Total Project	Local Match Share of Total Project
<b><u>Operations Projects</u></b> Directly-operated projects, including van pool, rideshare or voucher, mileage reimbursement and volunteer projects	50%	50%
<b><u>Capital Projects</u></b> Vehicles, vehicle-related and technology projects	80%	20%
<b><u>Capital/ Planning Projects</u></b> Mobility manager projects	80%	20%

**H. Submission of Applications**

**ALL APPLICATIONS DUE to OCTA: Friday, February 27, 2009**  
**Must be received by 5:00 pm.**

**SIX** (6) copies of each application must be submitted, one original and five (5) copies. Additionally, include one electronic version in Microsoft Word. These must be submitted to and received by OCTA no later than 5:00 p.m. on Friday, February 27, 2009. Faxes will not be accepted.

Applications must be submitted to the following address:

**Orange County Transportation Authority  
Ric Teano, Grants Funding Specialist  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**

The information in submitted applications will become a matter of public record following completion of the evaluation and award process. Therefore, any information contained in an application that is deemed as proprietary, privileged or confidential by the applicant agency or organization must be clearly marked "Confidential."

Applicant questions regarding completion of grant applications or requests for technical assistance should be directed to Ric Teano at (714) 560-5716 or by email at rteano@octa.net.

# **SCORING CRITERIA**

## **Project Scoring Criteria**

Proposals will be evaluated against the following criteria:

- Adequately addresses the unmet/underserved and individualized transportation needs of the targeted populations.
- Does not supplant existing transportation funding.
- Demonstrates coordination efforts between public transit and human services agencies.
- Maintains consistency with current Federal and State funding regulations and requirements.
- Is financially sustainable.
- Includes measurable goals and objectives.
- Builds or increases the system's capacity or service quality in addressing mobility needs of the target populations.
- Leverages or maximizes existing transportation funding from an array of sources.

**OCTA will not support projects where proposed JARC/ New Freedom funding will supplant existing transportation funding.**

These components will be considered in relation to the following:

**A. Does the project address the target population(s) transportation needs, and specifically in relation to JARC or New Freedom Program Goals and Objectives if these funds are sought? (Maximum 20 points)**

1. An applicant for JARC or New Freedom funding must demonstrate consistency with program goals and objectives, as listed in the program goals on pages 3 and 4 of this application.
2. Applicant demonstrates how project activities directly address transportation gaps and/or barriers identified through the Orange County Public Transit-Human Services Coordination Plan. (Applicant indicates the section/page number in the Coordinated Plan)

**B. Coordination Activities (Maximum 20 points)**

1. The applicant must demonstrate sufficient and appropriate coordination among and between public transit and human services agencies and organizations consistent with the direction of the vision and goals as stated in the Coordinated Plan for Orange County,
2. Applicant should include letters of support/intent from the relevant public transit and/or human service agency/organization regarding the level of coordination.

**C. Operational/Implementation Plan (Maximum 25 points)**

1. For Operations projects, the applicant must provide a well-defined operations plan that may include definition of services, or with defined routes, schedules, current/projected ridership, key personnel, and marketing strategies with supporting documentation for carrying out the project. Are coordination activities identified and existing or planned partnerships described? Address how service capacity and/or service quality issues may be addressed through this project. The applicant must provide an implementation plan identifying target populations, project tasks, timeframes, benchmarks, key milestones, key personnel and deliverables.
2. For Capital projects and for Mobility Management projects, the applicant must provide an implementation plan that includes project tasks, timeframes, benchmarks, key milestones, key personnel, deliverables and estimated completion date with supporting documentation. Are coordination activities identified and existing or planned partnerships described? Identify the Mobility Manager's goals and purposes, the particular constituencies with whom the Mobility Manager will interact, including how the Mobility Manager will stay current with available public transit services.
3. Applicants must demonstrate their institutional capability to carry out the service delivery aspect of the project. Please submit a copy of the most recently completed agency/organization financial audit.

**D. Program Management Activities: (Maximum 25 points)**

1. Applicant identifies clear measurable outcome-based performance measures and indicators to track the effectiveness of the project as described in page six of the application. Applicant states the number of persons to be served, trip purpose(s), and the number of trips. Additional measurable units of service can also be used. Applicant must describe the outcome (impact) that the project will have on low-income (JARC), and/or individuals with disabilities (New Freedom).
2. Applicant describes a process that details the ongoing monitoring and evaluation of the project or service, including methodologies and desired outcomes based upon the performance objectives identified above in Question 4.
3. Efforts towards sustainability shall be described, anticipating that the JARC/ New Freedom funding is time-limited.

**E. Proposed Budget (Maximum 10 points)**

1. Please provide your budget information on the form(s) supplied. Applicants must submit a clearly defined project budget for the two-year program period, indicating anticipated project expenditures and revenues, and including documentation of matching funds.
2. Applicants should provide any additional detail related to the project budget that helps reviewers understand the nature of the match, fund sources utilized in making the match, and/or in-kind match that may be identified in the budget.
3. Applicants may provide any additional information related to the budget that helps to identify how annual expense figures were derived.

# APPLICATION FORMS & CHECKLIST

Applicants should complete the following forms when preparing their application and use this checklist to ensure that all applicable parts of the application and attachments are completed and submitted.

Incomplete applications may be disqualified from further consideration.

	<b><u>Page Number in This Document</u></b>
<b>APPLICATION COVER PAGE</b>	1
<b>TRANSMITTAL LETTER – PROJECT SUMMARY</b>	12
<b>PART I. AGENCY PROFILE</b>	13
<b>PART II. PROJECT SUMMARY</b>	14
<b>PART III. PROJECT NARRATIVE</b>	15
<b>PART IV. PROPOSED PROJECT BUDGET</b>	18
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<b><u>APPLICANT ELIGIBILITY</u></b>	
<b>PART I. PRIVATE NON-PROFIT AGENCY INQUIRY &amp; CERTIFICATION</b>	23
<b>PART II. GENERAL CERTIFICATIONS AND ASSURANCES</b>	24
<b>PART III. LABOR UNION INFORMATION</b>	26
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<b>TRANSMITTAL LETTER – PROJECT SUMMARY</b>
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<b>A. Applicant/ Lead Agency Information:</b>		
Legal Agency Name:		
Address:		
City/State/Zip:		
Contact Person:		
E-mail:		
Phone:	Fax:	
<b>B. Project Title:</b>		
<b>C. General Description of Project Area To Be Served:</b>		
<b>D. Project Type</b> (check ALL that apply to THIS project, noting that Mobility Manager Projects must be submitted as their own, separate project proposals) <input type="checkbox"/> Capital <input type="checkbox"/> Operating <input type="checkbox"/> Mobility Management		
<b>E. Target Population Project Information</b> (unique persons; count each individual only once and represent the number of individuals your program is likely to serve annually - in Year 1)		
Number of JARC welfare recipients:		
Number of eligible JARC low-income persons:		
Number of persons with disabilities:		
Number of other persons, not included above Description:		
<b>F. Number of Trips/Services Provided:</b>	<b>Year 1</b>	<b>Year 2</b>
Number of One-Way Passenger Trips		
Number of Trip Vouchers Distributed		
Number of Other Services (specify)		
<b>G. Funding Request:</b>		
Total JARC Grant Operations Request	\$	\$
Total JARC Grant Capital Request	\$	\$
Total New Freedom Operations Request:	\$	\$
Total New Freedom Capital Request:	\$	\$
Total Local Match for Project (funding that is not JARC, and not New Freedom)	\$	\$
<b>PROJECT TOTAL</b> (must match pp. 20 & 21)	<b>\$</b>	<b>\$</b>

**PART I: AGENCY PROFILE**

Briefly describe your agency's purpose and services. Supporting documentation must be attached (e.g., agency brochure and any other explanatory information considered important by the applicant).

List your agency's existing transportation services (if applicable).

<b>List All Active Vehicles Year/Model</b>	<b>Passenger Capacity</b>	<b>Wheelchair Y/N</b>	<b>Current Mileage</b>

**PART II: PROJECT SUMMARY**

**Briefly provide a project summary description. Include begin and end dates.**

To tie your application to the Orange County Coordinated Plan, we suggest you read *Chapter 6, TRANSLATING NEEDS INTO PROJECTS – RECOMMENDATIONS*. For grant application requests, you can reference the relevant goal, objective and/or strategy from Chapter 6 to identify the plan element from which your project is derived.

**Briefly describe the current population and geographic area(s) that is served and the population and geographic area(s) that will be served by this project.**

**Supporting documentation and an 8-1/2 x 11 map of the service area must be attached.**





**C. Operational/Implementation Plan (Maximum 25 points)**

1. For Operating projects, describe your operational plan that includes defined routes, schedules, current/projected ridership, key personnel, and marketing strategies; and/or for Capital and Mobility Management projects, describe your implementation plan that includes project tasks, timeframes, benchmarks, key milestones, key personnel, deliverables and estimated completion date. Attach supporting documentation to substantiate your plan(s).

**D. Program Management Activities (25 points maximum)**

1. Identify the performance measures and indicators to track the effectiveness of your proposed project and include the number of persons you anticipate to be served and the number and purpose of trips (and other measurable units of service) the project will provide. Include the desired outcome (impact) that the project will have on low-income individuals (JARC) or individuals with disabilities (New Freedom). (See page six for performance measures.)
  
2. Based upon the performance objectives and outcomes identified in Question 4 above, describe your methodologies and procedures for ongoing monitoring and evaluation of the project or service.



## PART IV. PROPOSED BUDGET

The budget to be submitted is for the project being proposed for funding through this application, not the entire budget for your agency or organization. The following forms are attached and must be completed and submitted with your application:

1. **Proposed Project Budget**
2. **Proposed Project Funding**
3. **Detail of Required Match Funding**

These forms are available in Microsoft Excel upon request. **Applicants are requested to provide additional detail where appropriate to facilitate the understanding and review of your application.** The evaluation process allocates a maximum 10 points to the budget review.

### **Local Match:**

The local share may be derived from other federal programs that are eligible to be expended for transportation, other than DOT programs, or from DOT's Federal Lands Highway Program. Examples of types of programs that are potential sources of local match include: employment, training, aging, medical, community services, and rehabilitation services. Specific program information for other types of Federal funding is available at **[www.unitedweride.gov](http://www.unitedweride.gov)**

Agency Name \_\_\_\_\_

Project Title \_\_\_\_\_

**PROPOSED BUDGET**

Expense Detail	Proposed Budget	
	Year 1	Year 2
<b>EXPENSES</b>		
Position % Time		
<b>Salaries by Position</b> (include benefits):		
A. Operations Manager	\$ -	\$ -
B. Drivers	\$ -	\$ -
C. Dispatch/Scheduler	\$ -	\$ -
D. Trainer	\$ -	\$ -
E. Trip Coordinator	\$ -	\$ -
F. Administrative Assistant	\$ -	\$ -
G. Executive Director	\$ -	\$ -
H. Other _____	\$ -	\$ -
Other _____	\$ -	\$ -
<b>Total Salaries &amp; Benefits</b>	\$ -	\$ -
<b>Non-Personnel Expenses:</b>		
Advertising	\$ -	\$ -
Fuel/Oil	\$ -	\$ -
General Office Expense	\$ -	\$ -
Radio Communications	\$ -	\$ -
Rent	\$ -	\$ -
Repairs & Maintenance	\$ -	\$ -
Supplies	\$ -	\$ -
Telephone	\$ -	\$ -
Training/Staff Development	\$ -	\$ -
Travel & Meeting Expenses	\$ -	\$ -
Uniforms	\$ -	\$ -
Vehicle Insurance	\$ -	\$ -
Vehicle Maintenance	\$ -	\$ -
Other- Licenses & Associations	\$ -	\$ -
Utilities	\$ -	\$ -
Other:	\$ -	\$ -
<b>Total Non-Personnel Expenses</b>	\$ -	\$ -
<b>Capital Expenses:</b>		
Vehicle Purchases	\$ -	\$ -
Other:	\$ -	\$ -
<b>Total Capital Expenses</b>	\$ -	\$ -
<b>Administrative Overhead</b>	\$ -	\$ -
<b>TOTAL PROJECT EXPENSES</b>	\$ -	\$ -

Agency Name \_\_\_\_\_

Project Title \_\_\_\_\_

<b>TOTAL PROJECT EXPENSES</b> [From Proposed Budget Form]	\$ -	\$ -
--	------	------

**PROPOSED PROJECT FUNDING**

Line #	Proposed Fund Source	Proposed Budget	
		Year 1	Year 2
1	<b>Section 5316 JARC -- Operating</b>	\$ -	\$ -
2	Required Match @ 50% (minimum)	\$ -	\$ -
3	<b>Section 5316 JARC -- Capital</b>	\$ -	\$ -
4	Required Match @ 20% (minimum)	\$ -	\$ -
5	<b>Section 5317 New Freedom -- Operating</b>	\$ -	\$ -
6	Required Match @ 50% (minimum)	\$ -	\$ -
7	<b>Section 5317 New Freedom -- Operating</b>	\$ -	\$ -
8	Required Match @ 20% (minimum)	\$ -	\$ -
<b>Other Proposed Funding Not Proposed as Match:</b>			
9	1.	\$ -	\$ -
10	2.	\$ -	\$ -
11	3.	\$ -	\$ -
12	4.	\$ -	\$ -
13	5.	\$ -	\$ -
<b>Total Proposed Project Funding</b> [Total must equal Total Project Expenses at top.]		\$ -	\$ -
<b>Total Match Required</b> [Total of lines 2+4+6+8 above]		\$ -	\$ -

Agency Name \_\_\_\_\_  
 Project Title \_\_\_\_\_

**DETAIL OF REQUIRED MATCH FUNDING**

Match Source and Expense Detail	Year 1	Year 2	Notes/ Rationale/ Comment
<b>MINIMUM MATCH REQUIRED</b>	\$ -	\$ -	Match totals come from bottom of Proposed Funding Form
<b>CASH MATCH</b>			
<b>Source For Cash Match</b>			
Passenger Fares			
Other Grant Revenue (List Each) _____ _____			
Donations Other (List Each) _____			
<b>Subtotal Cash Match Revenues</b>	\$ -	\$ -	
<b>IN-KIND MATCH</b>			
<b>EXPENSES</b>	<small>Position % Time Charged to Match</small>		
<b>Salaries by Position</b> (include benefits):			
Executive Director	\$ -	\$ -	
Operations Manager	\$ -	\$ -	
Drivers	\$ -	\$ -	
Dispatch/Scheduler	\$ -	\$ -	
Trainer	\$ -	\$ -	
Trip Coordinator	\$ -	\$ -	
Administrative Assistant	\$ -	\$ -	
Other _____	\$ -	\$ -	
Other _____	\$ -	\$ -	
<b>Total Salaries &amp; Benefits</b>	\$ -	\$ -	
<b>Non-Personnel Expenses:</b>			
Advertising	\$ -	\$ -	
Fuel/Oil	\$ -	\$ -	
General Office Expense	\$ -	\$ -	
Radio Communications	\$ -	\$ -	
Rent	\$ -	\$ -	
Repairs & Maintenance	\$ -	\$ -	
Supplies	\$ -	\$ -	
Telephone	\$ -	\$ -	
Training/Staff Development	\$ -	\$ -	
Travel & Meeting Expenses	\$ -	\$ -	
Uniforms	\$ -	\$ -	
Vehicle Insurance	\$ -	\$ -	
Vehicle Maintenance	\$ -	\$ -	
Other- Licenses & Associations	\$ -	\$ -	
Utilities	\$ -	\$ -	
Other:			
<b>Total Non-Personnel Expenses</b>	\$ -	\$ -	
<b>Administrative Overhead</b>	\$ -	\$ -	
<b>Subtotal In-Kind Match Revenues</b>	\$ -	\$ -	
<b>TOTAL MATCH COMMITMENT (Cash &amp; In-Kind)</b>	\$ -	\$ -	At minimum, committed match must equal amounts shown in C8 and D8, but may exceed those amounts.

**PART V. CAPITAL EQUIPMENT JUSTIFICATION**

1. Describe the type of equipment you are interested in purchasing. Specifically identify the components and provide cost estimates for each item. Please include a detailed description of the make and model year of equipment to be replaced. We suggest you see the Caltrans Section 5310 website and review the 2008 Application for vehicle information:

<http://www.dot.ca.gov/hq/MassTrans/5310.html>

Caltrans provides pricing information by vehicle size on page 11 of the 2008 Section 5310 application. At least three competitive bids on vehicles will be required or you may choose to purchase your vehicle through the state contract, as administered through the Section 5310 program.

2. Discuss how the requested ancillary equipment will be used to support the transportation program. Discuss any expected improvements in service delivery or coordination and any reduction in the cost to provide service. If computer equipment is being requested, also describe current method of collecting and tracking information.

**APPLICANT ELIGIBILITY**

**Private Nonprofit Agency Status Inquiry and Certification**

If you are claiming eligibility as an FTA Sections 5316 or 5317 applicant based on your status as a private nonprofit organization, you must obtain verification of your incorporation number and current legal standing from the California Secretary of State Information Retrieval /Certification & Records Unit (IRC Unit). The "Status Inquiry" document must be attached as an appendix to the application. To assist you in obtaining this information, use one of these two methods:

1. To obtain Corporate Records Information over the Internet, go to: <http://kepler.ss.ca.gov/list.html> and enter your agency name. If you are active, print the page and use that as proof. If you are not active, go to page 2 and follow the directions. If the verification of your status is not available at the time you submit your application, you must indicate the date on which you requested the verification and the estimated date it will be forwarded to the Sections 5316 JARC and 5317 New Freedom Programs.
2. If you are unable to locate the information on line, you can obtain the "Status Inquiry" document by making a written request to:

**Secretary of State  
Information Retrieval/Certification Unit (IRC)  
1500 11th Street, 3<sup>rd</sup> Floor, Sacramento, CA 95814.**

Do not submit articles of incorporation, by laws or tax status documentation.

<b>Private Non-profits</b>
Name of Non-profit Applicant:
State of California Articles of Incorporation No.:
Date of Incorporation:



**APPLICANT ELIGIBILITY**

**General Certifications and Assurances**

The original of the "General Certifications and Assurances" should be signed and dated in blue ink. Use the legal name of your agency exactly as it appears on your Status Inquiry form. If you are a public entity, attach an authorizing resolution, designating a person authorized to sign on behalf of the agency, as an Appendix to the application.

Name of Applicant:		
Address:		
Contact Person:	Work Phone	Work Fax

- a. The applicant assures that no person, on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any project, program, or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the applicant receives Federal assistance funded by the Federal Transit Administration (FTA).
- b. The applicant assures that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability and that it shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.
- c. The applicant certifies that it will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements imposed by or pursuant to 49 CFR Part 27, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance" and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27, 37, & 38.
- d. The applicant assures that it will comply with the Federal statutes, regulations, executive orders, and administrative requirements, which relate to applications made to and grants received from FTA. The applicant acknowledges receipt and awareness of the list of such statutes, regulations, executive orders, and administrative requirements that is provided as references in FTA Circular 9070.1F – "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, dated May 1, 2007."
- e. The applicant certifies that the contracting and procurement procedures that are in effect and will be used by the applicant for Section 5310 equipment are in accordance and comply with the significant aspects of FTA Circular 4220.1E, "Third Party Contracting Guidelines."
- f. The applicant certifies that any proposed project for the acquisition of or investment in rolling stock is in conformance with FTA rolling stock guidelines.
- g. The applicant certifies that it will comply with applicable provisions of 49 CFR Part 605 pertaining to school transportation operations which prohibits federally-funded equipment or facilities from being used to provide exclusive school bus service.

- h. The applicant certifies that it will comply with Government Code 41 U.S.C.701 et seq, and 49CFR, Part 32 in matters relating to providing a drug-free workplace.
- i. To the best of my knowledge and belief, the data in this application are true and correct, and I am authorized to sign these assurances and to file this application on behalf of the applicant.

**Certifying Representative**

Name (print):	
Title (print)	
Signature:	Date

# LABOR UNION INFORMATION

Name of Applicant: \_\_\_\_\_

Project Description: \_\_\_\_\_

## Union Representation of Applicant's Employees

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

(required) Email : \_\_\_\_\_

Other Surface Public Transportation Providers	<u>Union Representation of Employee</u> If Any
	Organization: Contact Person: Address:  Telephone: (required) Email:
	Organization: Contact Person: Address:  Telephone: (required) Email:
	Organization: Contact Person: Address:  Telephone: (required) Email:

## CIVIL RIGHTS

Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements; and sub recipient must provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.

If **NO** lawsuits or complaints were received or acted on – sub recipient must provide the following statement:

THERE WERE NO LAWSUITS OR COMPLAINTS RECEIVED OR ACTED ON IN THE LAST YEAR RELATING TO TITLE VI OR OTHER RELEVANT CIVIL RIGHTS REQUIREMENTS.

## DISADVANTAGED BUSINESS ENTERPRISE

### NOTE: FOR INFORMATION ONLY

#### **Disadvantaged Business Enterprise (DBE) Requirements**

All successful applicants of the JARC/NF funds for Other Equipment (non-vehicle) projects must adhere to the *California State Disadvantaged Business Enterprise Program Plan* as it applies to local agencies (see [http://www.dot.ca.gov/hq/bep/documents/dbe/dbe\\_program\\_plan\\_final.pdf](http://www.dot.ca.gov/hq/bep/documents/dbe/dbe_program_plan_final.pdf)).

Additionally, successful applicants must submit a completed *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement For Federal Transit Administration Subrecipients* with their signed Standard Agreement contract (see <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/FTA-Db-Implement-Agr.doc>).

**A Menninger-Mayeda Alternative  
Agreement No. C-7-1177 Fact Sheet**

1. December 20, 2007, Agreement No. C-7-1177, \$99,977, approved by Contracts Administration and Materials Management.
  - Agreement for consultant services to develop the Public Transit/Human Services Transportation Coordination Plan for Orange County as required by the Federal Transit Administration.
2. August 22, 2008, Amendment No. 1 to Agreement No. C-7-1177, \$0 approved by Contracts Administration and Materials Management.
  - Amendment to extend the term of the Agreement No. C-7-1177 through December 31, 2008.
3. December 8, 2008, Amendment No. 2 to Agreement No. C-7-1177, \$21,000, pending approval by Board of Directors.
  - Amendment to increase the maximum obligation by \$21,000 and extend the term through June 30, 2009.

Total committed to A-M-M-A after approval of Amendment No. 2 to Agreement No. C-7-1177: \$120,977.





**BOARD COMMITTEE TRANSMITTAL**

**December 8, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Approval to Release Request for Proposals for Contracted Fixed Route, StationLink, and Express Bus Services

Transit Committee meeting of November 26, 2008

**Present:** Directors Brown, Buffa, Green, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Dixon

***Committee Vote***

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

***Committee Recommendations***

- A. Approve the release of Request for Proposals No. 8-1326 for contracted fixed route, StationLink, and express bus service.
- B. Approve the proposed weighted evaluation criteria for contractor selection.



**November 26, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, <sup>Mr</sup> Chief Executive Officer  
**Subject:** Approval to Release Request for Proposals for Contracted Fixed Route, StationLink, and Express Bus Services

### **Overview**

The agreement with Veolia Transportation Services, Inc., to operate contracted fixed route, StationLink, and express bus services will expire on June 30, 2009. A request for proposals has been developed and staff is seeking Board of Directors approval to issue.

### **Recommendations**

- A. Approve the release of Request for Proposals No. 8-1326 for contracted fixed route, StationLink, and express bus service.
- B. Approve the proposed weighted evaluation criteria for contractor selection.

### **Background**

On February 27, 2006, the Orange County Transportation Authority (Authority) entered into an agreement with Veolia Transportation Services, Inc., (Veolia) for the operation of ACCESS, contracted fixed route, StationLink, and express bus services. The agreement included an initial term of three years with two one-year options beginning July 1, 2006.

When Veolia requested that the option terms of the contract not be exercised, Authority staff conducted a series of meetings with Veolia between April 14, 2008 and July 25, 2008. Staff presented the results of the discussions with Veolia, along with possible alternative resolution of the issues to the Board of Directors (Board). One of the alternatives presented included continuing with Veolia for ACCESS only, renegotiating the rate, and reprocurring the fixed route portion of the agreement under a new separate agreement.



On July 28, 2008, the Board approved the recommendation not to exercise the option term of the agreement, to negotiate a new three-year agreement for the operation of ACCESS service, and to remove contracted fixed route, StationLink, and express bus services from the scope of work.

***Discussion***

The Authority maintains a long history of contracting a portion of the fixed route bus service to the private sector. The contracted routes have primarily consisted of those with lower ridership, developing markets in new service areas, express bus service, and routes which serve Metrolink stations. There are currently 26 routes operated under contract. Of these routes, 13 are local fixed routes, 10 are StationLink routes, and three are express bus routes.

A request for proposals (RFP) has been developed to solicit a private firm to manage and operate these services. Under this scope of work, the selected firm will be required to provide all operations and maintenance personnel, The Authority will provide the Irvine Sand Canyon operations and maintenance facility and the following key components for the operation of this service:

**Vehicle Fleet** – The Authority will provide all vehicles required for revenue service under this scope of work. At contract commencement, a mixed fleet of 82 buses will be provided to the contractor. A notable difference in the makeup of the contracted service vehicle fleet will be the introduction of 40-foot transit buses. Increased ridership on several routes, primarily express and StationLink, warrant the transition of larger vehicles to contracted service. Of the initial number of vehicles provided at start-up, 50 are scheduled to be 40-foot buses.

**Radio Dispatch** – Under the current Veolia agreement,, the radio dispatch function is performed by Veolia staff utilizing Authority-provided radio communications equipment. This communications system is shared by ACCESS and contracted fixed route drivers utilizing the same radio frequencies. Under the new agreement, the radio dispatch function will be integrated into the Authority’s central communications center. This strategy will consolidate all Authority fixed route services through a single communications center.

**Fuel** – As with the current agreement, all fuel required for revenue service vehicles will be provided by the Authority. The contractor will be responsible for fueling all non-revenue vehicles off-site.

Contract Term - The length of the proposed agreement will be an initial term of four years, beginning July 1, 2009, and continuing through June 30, 2013. In addition, there are two one-year option terms, which could be exercised at the Authority's discretion.

As with the current agreement with Veolia, the proposed agreement will have a fixed rate and variable rate structure. An estimated number of revenue vehicle hours (RVH) have been provided in the scope of work for each year of the contract, including the two one-year option terms. The number of annual RVH scheduled at the beginning of this contract will be consistent with service levels currently operated, which is approximately 107,000. The Authority conducts service changes four times per year, typically in March, June, September, and December. During the first year of the contract, the Authority is planning to add route assignments, RVH, and vehicles at the regularly scheduled service changes.

In an effort to maximize the cost effectiveness of the Authority's transit services, staff has developed a strategy which will transition selected routes currently directly operated by the Authority, into contracted service. Criteria for routes could include minimizing deadhead miles from the operating facility, improving cost efficiency, productivity, and geographical constraints.

#### Proposal Evaluation and Award Criteria

The Evaluation and Award section of the RFP includes the evaluation criteria for the project. The criteria includes a percentage of weight given to the following four areas:

- |   |                                   |            |
|---|-----------------------------------|------------|
| • | Qualifications of the Firm        | 15 percent |
| • | Staffing and Project Organization | 30 percent |
| • | Work Plan                         | 35 percent |
| • | Cost and Price                    | 20 percent |

Several factors were considered in developing the proposed criteria weights. Staff assigned the greatest level of importance to the work plan, as the technical approach to the project is most critical to the successful performance of the project. Likewise, staff assigned a higher level of importance to the staffing and project organization, as the qualifications of the project manager and other key local personnel are critical to the successful start up and continued operation of the service.

**Fiscal Impact**

Funds for this project will be included in the proposed Authority's Fiscal Year 2009-10 Budget, Community Transportation Services, Account 2131-7313, and will be funded through the Local Transportation Fund.

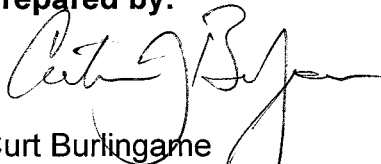
**Summary**

Staff is requesting Board of Directors approval to release the Request for Proposals No. 8-1326 and approval of the weighted evaluation criteria to select a contractor for the operation of the contracted fixed route, StationLink, and express bus services.

**Attachment**

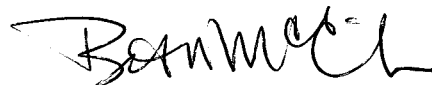
- A. Draft Request for Proposals (RFP) 8-1326, Contracted Fixed Route, StationLink, and Express Bus Services

**Prepared by:**



Curt Burlingame  
Section Manager II, CTS  
714-560-5921

**Approved by:**



Beth McCormick  
General Manager, Transit  
714-560-5964

**DRAFT**

**REQUEST FOR PROPOSALS (RFP) 8-1326**

**Contracted Fixed Route, StationLink and  
Express Bus Services**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>December 8, 2008</b>
<b>Pre-Proposal Conference Date:</b>	<b>December 15, 2008</b>
<b>Question Submittal Date:</b>	<b>December 17, 2008</b>
<b>Proposal Submittal Date:</b>	<b>January 19, 2009</b>
<b>Interview Date:</b>	<b>February 12, 2009</b>

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STATUS OF PAST AND PRESENT CONTRACTS



December 8, 2008

BOARD OF DIRECTORS

Chris Norby  
Chair

Peter Buffa  
Vice-Chairman

Jerry Amante  
Director

Patricia Bates  
Director

Art Brown  
Director

Bill Campbell  
Director

Carolyn V. Cavecche  
Director

Richard Dixon  
Director

Paul G. Glaab  
Director

Cathy Green  
Director

Allan Mansoor  
Director

John Moorlach  
Director

Janet Nguyen  
Director

Curt Pringle  
Director

Miguel Pulido  
Director

Mark Rosen  
Director

Gregory T. Winterbottom  
Director

Cindy Quon  
Governor's  
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
RFP 8-1326: "Contracted Fixed Route, StationLink and  
Express Bus Services"**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified contractors for the management and operation of Contracted Fixed Route, StationLink and Express Bus services. Services shall include, but not be limited to all management, personnel, reservations and scheduling, dispatching, operations, insurance, record keeping and reporting, computer hardware, and administrative software, and vehicles for driver relief and road supervision as necessary for the operation of the Contracted Fixed Route, StationLink and Express Bus services. Qualified contractors must provide all personnel and equipment (other than buses) to operate, maintain and manage these services.

**Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on January 19, 2009.**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: Carolina Coppolo, Manager, Contracts and Procurement**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Carolina Coppolo, Manager, Contracts and Procurement**

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) 8-1326 may do so by faxing their request to (714) 560-5792, or e-mail your request to [rfp\\_ifb\\_Requests@octa.net](mailto:rfp_ifb_Requests@octa.net) or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 8-1326

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

To receive all further information regarding this RFP 8-1326, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):  
Professional Services

Commodity(s):  
Transportation Service Providers

A pre-proposal conference will be held on December 15, 2008, at 10:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established February 12, 2009 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. Failure to be available for the interview may cause the firm to be considered non-responsive and may be eliminated from further evaluation.

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



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

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

Sincerely,

Carolina Coppolo  
Manager, Contracts and Procurement  
Contracts Administration and  
Materials Management

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on December 15, 2008, at 10:00 a.m. the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Carolina Coppolo, Manager, Contracts and Procurement  
Contracts Administration and Materials Management Department  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5615, Fax: 714.560.5792

**E. CLARIFICATIONS**

**1. Examination of Documents**

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

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on December 17, 2008.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4<sup>th</sup> Floor, Orange, California 92868.
  - (3) Facsimile: The Authority's fax number is (714) 560-5792.
  - (4) E-Mail: Carolina Coppolo, Manager, Contracts and Procurement e-mail address is *ccoppolo@octa.net*.

**3. Authority Responses**

Responses from the Authority will be posted on CAMMNet, the Authority's interactive website, no later than December 23, 2008. Offerors may download responses from CAMMNet at *www.octa.net/cammnet*, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Carolina Coppolo, Manager, Contracts and Procurement.

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

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Transportation Service Providers

Inquiries received after December 17, 2008, will not be responded to.

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on January 19, 2009.**

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

**2. Address**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: Carolina Coppolo, Manager, Contracts and Procurement**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Carolina Coppolo, Manager, Contracts and Procurement**

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

**3. Identification of Proposals**

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**"RFP 8-1326: Contracted Fixed Route, StationLink and Express Bus Services"**

**4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract specifying firm-fixed Revenue Vehicle Hourly Rates for each type of service included in this RFP as Section IV. The Agreement, if awarded, will have an initial term of four (4) years beginning July 1, 2009 through June 30, 2013, and two – one (1) year option terms beginning July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015, respectively.

**L. CONFLICT OF INTEREST**

Offerors are advised that federal transit law requires grantees to award contracts through a process of full and open competition, and that any organizational conflict of interest that gives any party an unfair competitive advantage are considered restrictive of competition under paragraph 8(a)(5) of FTA Circular 4220.1E. By responding to this Request for Proposals, each Offeror represents (a) that such Offeror does not have access to any information not available to the other Offerors, as the result of an existing relationship with the Authority, that might be deemed to give it a competitive advantage over other Offerors, and (b) that no other organizational conflict of interest exists providing such Offeror an unfair competitive advantage over the other Offerors.

**M. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

**SECTION II**

**PROPOSAL CONTENT**



**SECTION II. PROPOSAL CONTENT****A. PROPOSAL FORMAT AND CONTENT****1. Format**

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed one hundred (100) pages in length, excluding any appendices.

**2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Carolina Coppolo, Manager, Contracts and Procurement and must, at a minimum, contain the following:

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

**3. Technical Proposal**

- a. **Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Include at a minimum, name of the contracting agency, type of service(s) provided, contract period, scheduling system, annual revenue miles or hours, quantity, and size and fuel usage of vehicles used. Describe experience in working with the various government agencies identified in this RFP.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe the role of each proposed subcontractor. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

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

Offeror to:

- (1) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed General Manager, Project Manager and other key personnel that will be assigned to the Authority's project including the Assistant Project Manager, Maintenance Manager/Supervisor, and Road Supervisors. The ability of the Project Manager, Assistant Project Manager, Maintenance Manager/Supervisor and Road Supervisors to respond immediately to issues relating to the service herein is a requirement of this project. The Offeror shall demonstrate how this requirement will be fulfilled.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations (include number of hours for part-time employees), wages and compensation details to be included for operators, dispatch and reservation personnel.
- (4) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.
- (7) Include detailed staffing plan by function, including job classifications. List the number of full-time or part-time staff assigned to each function. Identify the wage scale per job classification and state the driver's average length of service.
- (8) Offerors must provide copies of all applicable written policies to be included as appendices to their proposal. At a minimum, these policies should include:

- Drug and Alcohol Policy
- Injury and Illness Prevention Policy
- Personnel Practices and Policies
- Maintenance Plan and Vehicle Maintenance Procedure
- Emergency Protocols/Business Resumption Plan

Describe the employee health and welfare benefits and incentive plans available. Clearly indicate the employee's share of any costs connected to the benefit package. Include a copy of the firm's employee handbook.

- (9) Describe the process the firm will use to attract quality drivers and, if applicable, maintenance employees, office staff, schedulers, trainers, dispatchers.

**c. Work Plan**

Offeror shall provide a narrative which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements. Throughout the narrative, Offeror will include references for each section in the Scope of Work that refers to Authority's requirements. This section should also address Offeror's plan to fulfill its obligations under the provisions of Senate Bill No. 158, (California Labor Code, Chapter 4.6) (Sections 1070 through Section 1072), (Subdivision © (1) of Section 1072), for the use of existing drivers and staff to support Contracted Fixed Route, StationLink, and Express Bus Services.

Offeror shall:

- (1) Service Operations

Provide a comprehensive detailed service operations plan to include a discussion of the following: personnel recruitment processes and procedures (including criteria for utilizing existing service employees and new employee hiring and retention); day-to-day operating approaches, considerations and key issues; procedures for handling emergencies and unforeseen situations relative to transit operations (i.e. traffic congestion, accidents).

Describe the methods used for projects of a similar nature to meet on-time performance.

Offerors should demonstrate their capability to complete service start-up activities in time to commence service

operations on July 1, 2009 and should demonstrate their knowledge and experience with maintaining a smooth-running operation.

Offerors should provide a detailed implementation schedule that demonstrates how the start-up will be implemented.

(2) Personnel Training and Testing

Offerors shall provide copies of all training protocols and a schedule to the Authority demonstrating how personnel including drivers, call center personnel, mechanics and other support personnel, as applicable, will be trained and tested prior to the start-up of service operations.

(3) Data Collection and Reporting

Offerors should discuss their process for collecting and reporting operational and maintenance data, and demonstrate their understanding of various daily data collection activities and reporting requirements set forth in Section IV, Scope of Work.

(4) Budget and Schedule Controls

Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

(5) Insurance

Submit a statement or provide proof that the required insurance coverages contained in the Proposed Agreement can be obtained by the firm. Should Offeror be unable to provide insurance or the required bond(s) within fourteen days after notification of award by Authority, award may be made to the next qualified bidder.

**d. Exceptions/Deviations**

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

**4. Cost and Price Proposal**

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Section V), and furnish any narrative required to explain the prices quoted.

**5. Appendices**

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

**6. Performance Bond**

As partial security against the selected Offeror's failure to satisfactorily fulfill all of its obligations under this Agreement, a performance bond will be required. The performance bond shall be executed by a corporate surety authorized to conduct business as a security in the state of California.

**B. FORMS**

**Party and Participant Disclosure Forms – EXHIBIT A**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in Exhibit D of this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The prime contractor and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the prime contractor in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the Authority's Board of Directors take action, which is anticipated to be March 23, 2009.

**BUY AMERICA – EXHIBIT B**

**OFFEROR'S CERTIFICATE OF COMPLIANCE REGARDING "BUY AMERICA" REQUIREMENTS**

Pursuant to 49 CFR Part 661, as amended by Section 337 of the Surface Transportation and Uniform Relocation Act of 1987, no federal funds authorized by the Urban Mass Transportation Act of 1964, as amended; 23 USC 103 (e)(4); and Section 14 of the National Capital Transportation Act of 1969 as amended; and which were obligated by the Federal Transit Administration (FTA) after January 6, 1983 shall be obligated by the Authority unless steel and manufacturers' products used in such articles are produced in the United States.

A consultant providing articles that do not meet the above provision must submit a written request to the Authority, which may be forwarded, to FTA. FTA shall review the request for waiver and FTA may grant such a waiver if FTA determines that:

1. The application of the domestic preference requirements would be inconsistent with the public interest; Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
2. The inclusion of a domestic item or domestic material will increase the cost of the contract for the item or material by more than 25 percent.

FTA may grant a waiver in the case of the procurement of buses and other rolling stock (including train control, communications and traction power equipment), if the cost of components and subcomponents of such items which are produced in the United States is more than 60 percent for contracts entered into after April 1, 1992 with any supplier or contractor or any successor in interest or assignee which complied with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 prior to April 2, 1987.

To determine costs of components or subcomponents for compliance with the Buy America Requirements, the Offeror is referred to the Federal Register, Volume 56, No. 6, Dated January 9, 1991.

In order to demonstrate compliance with the Buy America Requirements, Offeror shall complete the Certificates of Compliance/Noncompliance, Exhibit B, included in this RFP. Failure to complete the appropriate certificate shall render an Offeror non-responsive to this solicitation and will result in the rejection of the bid.

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

**Primary Participant and Lower-Tier Participants**

a. Policy

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

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

b. Submission Requirements

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

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

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



**RESTRICTIONS ON LOBBYING FORM – EXHIBIT D**

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

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

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

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

Offeror shall complete Exhibit E-2 and Exhibit E-3 per the instructions set forth in Section I: "Instructions to Offerors" and Exhibit E: "Race Neutral Solicitation Provisions".

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

The Offeror agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 653 and 654, produce and documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Offeror agrees further to certify annually its compliance with Parts 653 and 654 before July 1st to the Authority. To certify compliance the Offeror shall use the "Substance Abuse Certifications" in the "Annual list of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

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

for further review.

**STATUS OF PAST AND PRESENT CONTRACTS FORM – EXHIBIT H**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming the information that the information provided is true and accurate. Offeror is required to submit **one** copy of the completed form(s) as part of its proposals and it should be included in only the **original** proposal.

**SECTION III**

**EVALUATION AND AWARD**

### SECTION III. EVALUATION AND AWARD

#### A. EVALUATION CRITERIA

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

**1. Qualifications of the Firm 15%**

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

**2. Staffing and Project Organization 30%**

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

**3. Work Plan 35%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

**4. Cost and Price 20%**

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted (FFP, CPFF, T & E).

#### B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority will interview some or all of the proposing firms. The Authority has established February 12, 2009 to conduct interviews. All prospective Offerors will be asked to keep this date available. No

other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee may recommend to the appropriate Board Committee, an Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

#### **C. AWARD**

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

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

Prior to award of contract, the selected firm may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability and ascertain the capacity of the firm's accounting system responsibilities for administering the Agreement.

#### **D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**SECTION IV**  
**SCOPE OF WORK**

**Contracted Fixed Route, StationLink and Express Bus Services**

**Scope of Work**

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## **INTRODUCTION AND OVERVIEW**

The Orange County Transportation AUTHORITY (AUTHORITY) is soliciting proposals from qualified firms for the management and operation of Contracted Fixed Route, StationLink and Express Bus Services. Responsive offerors shall submit a detailed proposal demonstrating their ability to provide these services. Offerors must meet or exceed all requirements as set forth in the Scope of Work (SOW). A single contract will be awarded for the operation of these services using AUTHORITY-owned vehicles and an AUTHORITY-owned operations and maintenance facility. The contract will commence on July 1, 2009, with an Initial Term of four (4) years with two (2) one-year options, for a total of six years maximum.

## **ROLES AND RESPONSIBILITIES**

### **A. AUTHORITY Oversight and Management:**

CONTRACTOR performance pursuant to this procurement will be managed by the Community Transportation Services (CTS) Department, which is part of AUTHORITY's Transit Division. Day-to-day oversight of CONTRACTOR operations will be conducted by AUTHORITY's CTS staff.

The roles and responsibilities of AUTHORITY specific to the operation of the Contracted Fixed Route, StationLink and Express Bus Services described in this SOW are outlined as follows:

1. Establish overall service operations and maintenance parameters for the CONTRACTOR.
2. Provide revenue vehicles for use on AUTHORITY's Contracted Fixed Route, StationLink and Express Bus Services.
3. Provide an operations and maintenance facility.
4. Provide all fuel types for revenue service vehicles.
5. Establish fare policies and fare structure including transfer agreements.
6. Provide fare collection equipment and replacement fare boxes and equipment.
7. Perform overall branding and marketing of the services (including printing of public timetables).
8. Provide all radio dispatching through the AUTHORITY's Central Communication Center.
9. Administer and monitor the Contract Agreement including performance monitoring, audits, and accident/incident investigation.
10. Receive invoices, verify monthly reports, and process payments to

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6. Provide fare collection equipment and replacement fare boxes and equipment.
7. Perform overall branding and marketing of the services (including printing of public timetables).
8. Provide all radio dispatching through the AUTHORITY's Central Communication Center.
9. Administer and monitor the Contract Agreement including performance monitoring, audits, and accident/incident investigation.
10. Receive invoices, verify monthly reports, and process payments to

CONTRACTOR per Agreement.

11. Determine compliance with service performance requirements and assess penalties as specified in the Agreement.
12. Submit required National Transit Database (NTD) report with input from CONTRACTOR.
13. Handle all customer comments related to the services including development of written responses to customer complaints and inquiries with written input from CONTRACTOR.
14. Provide information technology support via the centralized IS Help Desk for all AUTHORITY owned voice and data hardware and software used by the CONTRACTOR.
15. Attend regular meetings with CONTRACTOR Project Manager and others, or at other times, as needed.
16. Make presentations to AUTHORITY committees and the Board relative to project status, as needed.

**B. CONTRACTOR Roles and Responsibilities:**

The CONTRACTOR shall provide Contracted Fixed Route, StationLink and Express Bus Services, including operations and vehicle maintenance. Roles and responsibilities shall include, but are not limited to, the following:

1. Demonstrate the capability to have service operational on July 1, 2009.
2. Provide Contracted Fixed Route, StationLink and Express Services described in this RFP in compliance with AUTHORITY operating policies and all applicable local, county, state and federal laws and regulations.
3. Operate vehicles that are free of graffiti, broken glass and/or body damage.
4. Collect fares and fare media, handle, account for, and report all fare revenues received during operation of the service.
5. Recruit, hire and train all personnel including management, staff, bus operators, and mechanics necessary to operate the service, providing on-going management and supervision.
6. Prepare and submit all operating data and reports on time and in the prescribed formats.
7. Collect and provide information required for AUTHORITY's National Transit Database (NTD) report.

8. Provide and maintain required office equipment, information technology hardware and software (other than what is provided by the AUTHORITY), and any other equipment deemed necessary to support the operation the service.
9. Attend AUTHORITY Board of Directors and Board Committee meetings relative to project status as needed.
10. Conduct staff meetings with support staff as needed.
11. Maintain compliance with all local, state and federal rules and regulations including the Americans with Disabilities Act (ADA) (including wheelchair lift/assistance and announcing bus stops).
12. Investigate all customer comments received, providing responses within prescribed policies.
13. Adhere to the AUTHORITY'S Lost and Found policies and procedures (ATTACHMENT 1).

**SECTION 1: CONTRACT TERMS AND PROJECTED REVENUE VEHICLE HOURS**

The number of annual Revenue Vehicle Hours (RVH) to be provided under the Agreement is an estimate of the service level required to meet the demand for service described in this SOW; this estimate may be subject to change. This estimate is not to be interpreted as a guarantee that CONTRACTOR will operate the estimated number of RVH for any given year. CONTRACTOR should consider this estimated number as AUTHORITY'S best estimate and that actual operated RVH for any given year may be higher or lower than the estimate. The estimated RVH are as follows:

Contract Year 1:	7/1/09 through 6/30/10	138,000
Contract Year 2:	7/1/10 through 6/30/11	165,000
Contract Year 3:	7/1/11 through 6/30/12	165,000
Contract Year 4:	7/1/12 through 6/30/13	165,000
Option Year 1:	7/1/13 through 6/30/14	165,000
Option Year 2:	7/1/14 through 6/30/15	165,000

Any change in the number RVH operated either above or below the estimated number for any given year will be addressed in the following manner.

CONTRACTOR in its proposal shall provide a variable rate for each RVH based on the estimated number of hours listed above. This rate will be known as the Original Rate for each year. CONTRACTOR shall also provide a variable rate for each year based upon an eleven (11) to twenty (20) percent increase in RVH and an eleven (11) to twenty (20) percent decrease in RVH from the estimated RVH provided above. CONTRACTOR

shall also provide a variable rate for each year based upon an twenty one (21) to thirty (30) percent increase in RVH and an twenty one (21) to thirty (30) percent decrease in RVH from the estimated RVH provided above. These rates shall be known as the Alternative Variable Rates.

In any given year, CONTRACTOR shall for the entire year invoice and shall be paid according to the Original Rate for that particular year. At the end of each year of the Agreement the actual RVH operated will be determined and a reconciliation change order shall be executed by the parties based upon the applicable Alternative Variable Rate for that given year. For any increase or decrease in RVH from zero (0) to ten (10) percent CONTRACTOR shall not be entitled to any change and agrees to waive any right to file any claim for damages associated with either the increase or decrease in RVH from the estimated amount provided above. In any given year if there is a change in operated RVH greater than plus/minus thirty (30) percent the parties shall agree to renegotiate the Original Rate for that particular year.

Examples:

Decrease in RVH from Estimated Number

In Contract Year 1 the estimated RVH are 138,000. The Original Rate submitted by CONTRACTOR for Contract Year 1 is \$10/RVH. During the course of Contract Year 1 the CONTRACTOR shall invoice and shall be paid \$10/RVH. At the end of Contract Year 1 it is determined that the CONTRACTOR only operated 117,300 RVH. This amount represents a fifteen (15) percent decrease in RVH from the estimated amount for Contract Year 1. The Alternative Variable Rate for a decrease of eleven (11) to twenty (20) percent for Contract Year 1 provided by CONTRACTOR in its proposal is \$12/RVH. A change order shall be executed by the parties based upon 117,300 RVH multiplied by the difference between the Original Rate for Contract Year 1 and the applicable Alternative Variable Rate for Contract Year 1 ( $\$12 - \$10 = \$2$ ). Therefore, an additive change order to pay the CONTRACTOR additional monies in the amount of \$234,600 ( $117,300 \times \$2$ ) shall be executed by the parties

Increase in RVH from Estimated Number

In Contract Year 2 the estimated RVH are 165,000. The Original Rate submitted by CONTRACTOR for Contract Year 2 is \$11/RVH. During the course of Contract Year 2 the CONTRACTOR shall invoice and shall be paid \$11/RVH. At the end of Contract Year 2 it is determined that CONTRACTOR has operated 206,250 RVH. This amount represents a twenty five (25) percent increase in RVH from the estimated amount for Contract Year 2. The Alternative Variable Rate for an increase of twenty one (21) to thirty (30) percent for Contract Year 2 provided by CONTRACTOR in its proposal is \$10/RVH. A change order shall be executed by the parties based upon 206,250 RVH multiplied by the difference between the Original Rate for Contract Year 2 and the applicable Alternative Variable Rate for Contract Year 2 ( $\$11 - \$10 = \$1$ ). Therefore, deductive change order in the amount of \$206,250 shall be executed by the parties.

Increase in RVH of Less Than 10% from Estimated Number

In Contract Year 3 the estimated RVH are 165,000. The Original Rate submitted by CONTRACTOR for Contract Year 3 is \$12/RVH. During the course of Contract Year 3 the CONTRACTOR shall invoice and shall be paid \$12/RVH. At the end of Contract

Year 2 it is determined that CONTRACTOR has operated 156,750 RVH. This amount represents a five (5) percent decrease in RVH from the estimated amount for Contract Year 3. Since the decrease ten (10) percent or less, CONTRACTOR is not entitled to any adjustment at the end of the year.

In any given year when a change order is required to be executed due to an increase or decrease in RVH from the estimated amount, parties agree that said change order shall be executed within 30 days of the final accounting of RVH for that given year. If CONTRACTOR is due an additive change order, CONTRACTOR shall be paid the additional funds within 30 days of the execution of the change order. If a deductive change order is required, CONTRACTOR can either agree to pay the AUTHORITY the appropriate amount within 30 days of the execution of the change order or AUTHORITY may deduct the amount owed from any and all amounts that are due and payable CONTRACTOR, including, but not limited to, amounts due during the next Contract Year.

## **SECTION 2: SERVICE DESCRIPTION**

The Contracted Fixed Route Service mirrors the AUTHORITY'S fixed route system, providing service on a set schedule with designated stops. These routes may have smaller passenger loads and utilize smaller vehicles. Some routes operate in areas that cannot be served with full-size transit coaches and others may operate seasonally. AUTHORITY routes operate primarily on weekdays and some weekends, with hours of operation from approximately 4:00 a.m. and 11:00 p.m. on weekdays and from approximately 5:00 a.m. to 9:00 p.m. on weekends (ATTACHMENT 2).

In an effort to meet the diverse needs of the community, AUTHORITY also offers StationLink services that connect certain Orange County Metrolink rail stations with other fixed route bus services. StationLink service is a dedicated service that provides a link between train stations with major employment and activity centers.

In cooperation with the Riverside County Transportation Commission (RCTC) and Riverside Transit Agency (RTA), AUTHORITY has implemented Express Bus Services along the State Route 57 and 91 corridors. By utilizing existing high occupancy vehicle lanes, toll roads, and concentrating bus stops at major employment centers, the express service can offer reliable schedules and comparable travel times with single occupancy vehicles. Existing routes operate from Pomona, Diamond Bar and Riverside, an additional route originating in Riverside is expected to start in September 2009 (ATTACHMENT 3).

AUTHORITY operates one route as deviated fixed route service. Providing trips to both fixed route and eligible ACCESS paratransit riders, Route 693 operates in south Orange County in the city of San Clemente. This route currently provides approximately five (5) ACCESS trips per day. ACCESS service trips will be requested through the ACCESS contractor and forwarded by fax to the CONTRACTOR by 8:00 PM each evening. CONTRACTOR will collect and retain all fares for the ACCESS trips provided and include all operating data for deviated trips on required reporting mechanisms. A routing description of Route 693 is included in the Service Summary attachment.

Service changes shall occur at a maximum, four times a year, in March, June, September and December. If the CONTRACTOR elects to conduct operator's bids, they shall concur with AUTHORITY changes unless otherwise authorized by AUTHORITY Project Manager. Route schedules are developed and distributed by AUTHORITY. AUTHORITY shall provide the CONTRACTOR with schedules and headways for each route, showing all trips, time points, stops, layovers, total scheduled revenue miles and hours, and total layover hours. New paddles and route summary information shall be distributed each time there is a service change. Route of line sheets (ROLS) or turn-for-turn directions are distributed when there is a change in routing, deadheading instructions, or general information. CONTRACTOR may make recommendations on run cutting and look for opportunities to interline and provide other scheduling support as necessary to ensure efficient fleet utilization with minimum deadhead movement. AUTHORITY shall provide public schedules, and route maps at each service change.

### **Service Levels**

The number of annual RVHs on July 1, 2009, will be approximately 107,000. During the first year of the contract, AUTHORITY is planning to add route assignments, RVH and vehicles during the regularly scheduled service changes. The anticipated level of service, along with individual route information, including revenue vehicle hours and miles, is provided in detail in (ATTACHMENT 4). Service for all routes will be scheduled by the AUTHORITY's Service Planning Department utilizing HASTUS software and provided to CONTRACTOR for operation. If desirable, AUTHORITY can prepare Bus Operator work run bids. In addition, three months of actual operating data for all Contracted Fixed Route, StationLink and Express Bus services has been included on (ATTACHMENT 5).

### **Fares**

AUTHORITY shall determine and set fares. The CONTRACTOR shall enforce AUTHORITY'S fare policies and ensure that fares recorded are consistent with AUTHORITY'S policy as documented in AUTHORITY'S fare matrix. AUTHORITY staff shall provide at least a thirty (30) day notice of any change to AUTHORITY'S fare policy and will coordinate such changes with CONTRACTOR.

#### **A. Fares for Service**

AUTHORITY'S current fare structure for the services described in this SOW will be as follows:

- Full Fixed Route Fare – Each boarding \$ 1.50
- ACCESS Service \$ 2.70
- Seniors (65 & over) and persons with disabilities \$ 0.60
- ACCESS Eligible Fixed Route Fare \$ 0.25
- Day Pass - Unlimited use on all local routes. (Until 11:59 P.M.) \$ 4.00
- Day Pass - Seniors (65 & over) and persons with disabilities \$ 1.25

• Intracounty Express Fare	\$ 3.00
• Intercounty Express Fare	\$ 4.50
• OC Express 30-Day Pass	\$100.00
• Intercounty Express 30-Day Pass	\$150.00
• Metrolink Ticket	Free

A complete copy of the AUTHORITY's Fare Matrix is included as (ATTACHMENT 6).

## **B. Fare Procedures**

AUTHORITY shall provide the CONTRACTOR with GFI fareboxes and probing equipment for revenue service vehicles. CONTRACTOR shall not put any bus into service or provide service without an operational GFI Farebox. AUTHORITY shall maintain these fareboxes throughout the term of the Agreement including preventive maintenance and all repairs.

AUTHORITY shall supply a Base Station Computer to be used for data collection. AUTHORITY shall provide the software needed to collect daily ridership and fare data.

The CONTRACTOR shall establish appropriate cash handling processes. On a daily basis, the CONTRACTOR shall probe and empty the farebox and deposit revenues into a cash vault. Fare receipts collected shall be reported to AUTHORITY, retained by the CONTRACTOR, and deducted from CONTRACTOR's monthly invoice.

Operators shall be required to carry and sell Day Passes good for fares on all AUTHORITY fixed route services. CONTRACTOR shall develop procedures for issuing and accounting for Day Passes, which shall be approved by AUTHORITY's Project Manager prior to implementation.

CONTRACTOR shall provide:

- a) Monthly report indicating the revenue collected and reconciled daily. The report will track all cash, coins and coupons.
- b) Daily cash summary sheets.
- c) Reconciliation procedures that are designed to prevent and minimize the potential of error, fraud or abuse. Each element of the system will be reconciled against total revenues to ensure that losses are prevented.
- d) Monitor daily fare collection activity from Bus Operator collection through bank deposit including video monitoring of the farebox counting area.
- e) All tripsheets shall be delivered to AUTHORITY weekly. Tripsheets are to be utilized when a GFI farebox is experiencing difficulties or becomes



non-functional (ATTACHMENT 7).

CONTRACTOR shall also be responsible for training all Operators on proper GFI farebox usage and maintaining the Unclassified Revenue Percentage to AUTHORITY's standards. AUTHORITY's current monthly standard is 2.35 percent.

All cash fares shall be retained by the CONTRACTOR and deducted from the monthly invoice. AUTHORITY audits retained revenues by identifying scheduled revenues versus actual revenues. Any scheduled revenue unaccounted for by the CONTRACTOR may be deducted from the CONTRACTOR's payment.

### **SECTION 3: CONTRACTOR STAFF REQUIREMENTS**

The CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of Contracted Fixed Route, StationLink and Express Bus services. It is the expectation of AUTHORITY that a dedicated management team will be assigned to the project. It is essential for the CONTRACTOR to have management available consistent with the days and hours of operation of the service.

#### **Key Personnel**

The following positions shall be provided by the CONTRACTOR and designated as Key Personnel under the terms of this Agreement: The CONTRACTOR shall not replace the Key Personnel without the written consent of AUTHORITY; said consent shall not to be unreasonably withheld or delayed. CONTRACTOR shall submit a resume to AUTHORITY for any proposed replacement candidate and AUTHORITY will require an interview of the proposed replacement candidate.

#### **A. Project Manager**

The Project Manager is responsible for the management oversight of the contract operation for the Contracted Fixed Route, StationLink and Express Bus service and its components. The Project Manager must have a minimum of 8-10 years of management and supervisory experience in public transportation operations. The Project Manager must be fully dedicated to this project and be based out of AUTHORITY's Irvine Sand Canyon, CA facility. The CONTRACTOR shall not replace the Project Manager without the written consent of AUTHORITY. CONTRACTOR shall submit a resume to AUTHORITY for any proposed replacement candidate and AUTHORITY shall require an interview of the proposed replacement candidate. Any deviations to this requirement must be identified in the response to this Request for Proposal.

The Project Manager shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's service types. The Project Manager shall manage the operating records for services provided under this contract.

**B. Operations Manager**

The Operations Manager is responsible for all management and day-to-day operations of service and must maintain consistent and sufficient contact and communications with AUTHORITY'S CTS Field Administrators. The Operations Manager should be assigned to general supervision, investigation and response to customer comments and helping to ensure quality service. The Operations Manager will act as back-up for the project management functions. The Operations Manager must have a minimum of five (5) years supervisory experience in public transportation operations or a related industry.

**C. Maintenance Manager**

The CONTRACTOR shall assign a full-time Maintenance Manager, dedicated to this project to ensure that the AUTHORITY'S maintenance standards are maintained and achieved. This position shall be separate from the Project Manager or Operations Manager, and the Maintenance Manager assigned shall be approved by the AUTHORITY. The Maintenance Manager must have a minimum of five years journey-level mechanic experience with full knowledge and extensive experience in compressed natural gas and diesel engine repair, advanced electrical, and air conditioning repair. He/she should also have an educational background consisting of an associate's degree, possess ASE automotive/truck certifications (preferably Master Certified), and have prior experience in transit maintenance (additional experience may be substituted for an associates degree). Strong managerial and training experience with a minimum of three years experience in maintenance supervision of ten or more mechanics is required. The Maintenance Manager must be legally licensed to operate a bus in the State of California with a valid Class B license with Passenger ["P"] and Air Brake endorsements as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations.

**Vacancy of Key Positions**

If during the course of normal employee turnover, any of the above-described positions remain open for a period in excess of 30 calendar days, AUTHORITY may deduct from payments due CONTRACTOR the salary and benefits of the position, plus a penalty of \$100.00 for each day in which the position remains unfilled beyond the first 30 days.

**Project Staffing - Operations**

The following project staff will be provided at a minimum, by the CONTRACTOR to ensure the efficient operation of service:

**A. Road Supervisors**

CONTRACTOR shall provide Road Supervisor staff sufficient to ensure road supervision at all times when vehicles are in passenger service. Road Supervisors shall be deployed in the field during all hours of operation and have use of a CONTRACTOR provided non-revenue vehicle to respond quickly to Bus

Operator requests for assistance and emergency conditions.

Road Supervisors shall promptly respond to accidents involving passengers and/or vehicles. Accident reports will be completed including statements of all parties involved, witness statements and contact information and police report information shall also be included. Road Supervisor daily reports shall be completed in such a manner as to detail their daily activity.

Road Supervisors shall provide on street monitoring including, but not limited to, time checks for on-time performance and schedule adherence, vehicle conditions, driver professionalism, and complaints of driver conduct, driver performance, driver appearance, and service rules adherence.

The Road Supervisors must meet all license and certification requirements to operate a vehicle in revenue service. In addition, Road Supervisors shall have a minimum of one (1) year professional experience in the transit industry as a driver, scheduler, dispatcher, or trainer.

**B. Window Supervisors**

CONTRACTOR shall provide qualified and trained personnel to assign work runs and buses, guaranteeing that rollout adhere to prepared schedules and meets performance objectives. Window Supervisors will recommend and employ procedures for more efficient utilization of labor and vehicle assignments and record events, generate and communicate reports, and maintain documentation.

**C. Bus Operators**

The CONTRACTOR shall recruit and train a sufficient number of Bus Operators to provide the services described in this SOW. Bus Operators must meet the following qualifications/requirements prior to being allowed to perform in revenue service:

- Possess and maintain a license to operate a bus in the State of California with a valid Class B license with a P endorsement, Verification of Transit Training (VTT) Certification, as well as, maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations;
- Must be able to speak, understand, write and read English;
- Undergo and pass a drug and alcohol screening at a facility approved by the AUTHORITY in compliance with federal regulations.

**D. Safety and Training**

Trainers must be provided to conduct classroom, behind the wheel and in-service training and instruction of Bus Operators and must have a minimum of one (1) year driving experience.

Training responsibilities include, but not limited to: Maintain Bus Operator training records, conduct monthly safety meetings, coordinate Department of

Motor Vehicle (DMV) Pull Notice Program, coordinate CONTRACTOR'S Drug and Alcohol Program, participate in accident/incident investigation with Road Supervisors, staff and project management.

Trainers must have a minimum of one (1) year driving experience, possess all Bus Operator-required credentials and in addition, either a (1) State of California, Department of Education school bus Operator instruction certificate; or (2) Transportation Safety Institute (U.S. Department of Transportation) Transit Trainer's Certificate.

Trainers must meet all license and certification requirements to operate a vehicle in revenue service.

#### **SECTION 4: MONTHLY DATA COLLECTION AND REPORTING**

CONTRACTOR must develop and implement database tools and data reconciliation policies and processes that will assure integrity of the reporting data.

CONTRACTOR shall prepare and submit daily and monthly operating reports as indicated below. As per the contractual Performance Standards, monthly operating reports are to be submitted to AUTHORITY, with the monthly service invoice(s) on or before the 10<sup>th</sup> business day of the following month, by 16:59 pm (ATTACHMENT 8).

##### **Monthly Run Level Detail Report and Service Summary**

The Run Level Detail Report is to document daily, by run, the service date, run number, employee ID number, employee first name, employee last name, vehicle number, driver name, run pull out time, run pull out odometer, run start time, run start odometer reading, lunch start time, lunch end time, end of run time, end of run odometer, run pull in time, run pull in odometer, run passenger count, fare and fare type collected, total hours, total miles, revenue vehicle hours, revenue vehicle miles and missed service.

##### **National Transit Data Base Reporting [NTD]**

The Federal Transit Administration requires public transit operators to annually report specified operating, performance and vehicle data as a condition of receipt of federal funding. The CONTRACTOR will be required to assist AUTHORITY in the collection and development of the required NTD reports. It is the intent of AUTHORITY to provide 100% reporting.

SERVICE DATA AND PASSENGER MILES (Form S-10 data): will be generated from CONTRACTOR'S monthly service summary and GFI farebox reports.

EMPLOYEE DATA (Form R-10 data): CONTRACTOR must provide a monthly summary (count) of employees by position and status (full-time/part time).

MAINTENANCE PERFORMANCE (Form R-20 data): CONTRACTOR must report the number of "major" mechanical system failures and "other" mechanical system failures, as outlined in FTA manual section R-20, on a monthly basis.

### **Monthly Accident Summary**

CONTRACTOR shall submit a summary of all accidents and incidents that occurred during the month on an Accident and Incident Log.

### **Monthly Customer Comment Reporting**

CONTRACTOR must respond to all customer comments, using the AUTHORITY provided C3 software application, within ten (10) days of the date the comment was generated by the AUTHORITY's Customer Relations department. AUTHORITY will generate a monthly comment summary report indicating the number of valid comments, comments that have been considered "not valid", and compliments for the month. The summary report will also include documentation of the month's valid comments against the established contractual performance standard. Utilizing the existing system, CONTRACTOR shall be provided comments and complaints as released by AUTHORITY'S Customer Relations Section on a daily basis (ATTACHMENT 9).

## **SECTION 5: VEHICLE MAINTENANCE**

The CONTRACTOR shall have the responsibility to establish and maintain a comprehensive program to perform maintenance on all revenue vehicles to be used for contracted services described in this scope of work. Properly allocating resources to the basic maintenance functions is a matter of defining clearly the overall requirements and balancing of resources.

AUTHORITY shall provide diesel fuel and compressed natural gas (CNG) for all revenue vehicles assigned for operation under this contract. Fuel is considered a consumable used to maintain and operate motor vehicles. CONTRACTOR should be aware of fuel usage reports and general trends in fuel usage since overall vehicle condition, frequency of tune-up, and other factors that can increase fuel mileage. See Fueling in this section for more details.

### **Project Staffing - Maintenance**

#### **A. Maintenance Manager**

The CONTRACTOR shall assign a full-time Maintenance Manager, dedicated to this project to ensure that the AUTHORITY'S maintenance standards are maintained and achieved. See position requirements detailed in Section 3.3, pp 10.

#### **B. Mechanics**

CONTRACTOR shall assign an adequate number of mechanics to meet or exceed the requirements for vehicle maintenance as outlined below:

Mechanics must be knowledgeable of compressed natural gas, gasoline and diesel engines, transmissions, differentials, braking systems, suspension and steering systems, advanced electronic/electrical systems, heating, ventilation and air conditioning (HVAC) systems, wheelchair lifts/ramps, fuel systems and compliant

preventive maintenance inspection procedures. Specific areas of expertise shall include, at a minimum:

- Ability to complete reliable, and safe preventive maintenance inspections;
- Independently diagnose and repair defects on systems as necessary;
- Use automotive test equipment and specialized tools effectively;
- Obtain precision measurements as required;
- Diagnose and perform repairs on systems related to light/medium and heavy transit buses, various types of support vehicles and all vehicles listed in the vehicle inventory;
- Diagnose, repair, and maintain vehicle power-trains, including but not limited to engines, transmissions, driveshaft, differentials, brake retarders and related sub-components;
- Diagnose, repair, and maintain vehicle brake systems, suspensions/steering, electrical/electronic systems, and related sub components;
- Diagnose, repair, and maintain advanced electronic/electrical systems. Must be able to read and understand electrical schematics;
- Diagnose, repair, and maintain air conditioning/heating/ventilation systems and be certified to perform repairs and handle refrigerant incidental to repairs;
- Adjust, repair, or replace damaged body parts and window glass;
- After on-the-job training, diagnose, repair, and maintain wheelchair lifts; and
- Read and understand parts and repair manuals, and electrical/vacuum schematics; complete the necessary paperwork associated with the job.

#### **1. Mechanic Training Requirements**

Training for all mechanics should include ASE certification training, vendor provided training, and maintenance safety training. Specific topics shall include at a minimum:

- Brake Inspection Certification training;
- Electromagnetic braking systems (brake retarder) training;
- Wheelchair lift and ramp manufacturers training;
- Hazmat and storm water training;
- Alternative fuel system training;
- Compressed natural gas fuel storage cylinder inspection training;
- Air conditioning and refrigerant training;
- OSHA & DOT compliance, health and safety training;
- Hazardous waste operations and emergency response training;
- Lockout / tag out training;
- Material handling and storage requirements training;
- Forklift or loading equipment training (if applicable);
- Fall protection training;
- Body repair and painting; and
- Welding

## 2. Special Qualifications

All mechanics shall meet the following minimum qualifications:

- Must have a valid Class B, Commercial California Driver's License. It is the CONTRACTOR'S responsibility to ensure all technicians test-driving buses and responding to road calls have a current Class B drivers license with proper endorsements;
- Current Medical Certificate;
- In good standing with DMV, with all DMV and CHP certification requirements;
- Prefer automotive or medium/heavy truck ASE certifications in the following areas: Brakes, Compressed Natural Gas Engines, Steering/Suspension, HVAC and Electrical/Electronics.
- Show evidence all mechanics have passed state required brake training (ATTACHMENT 10);
- Air conditioning certified (if CONTRACTOR will be performing A/C recovery work - if not, specify the subcontractor assigned to the project); and
- Experience in California Air Resources Board opacity inspection procedures for diesel-powered vehicles.

### C. Service Workers

The CONTRACTOR shall assign an adequate number of service workers to meet or exceed the requirements for vehicle servicing as specified herein, Service Workers shall meet the following minimum qualifications:

- Ability to accurately inspect vehicle fluid levels and add fluids as needed.
- Knowledge of vehicle fueling procedures, vehicle cleaning/detailing, and farebox collection programs.
- Operate vehicles to facilitate a weekly safety brake inspection procedure.
- Maintain up to date, accurate records of vehicle fueling and vehicle cleanliness requirements.
- Possess and maintain a license to operate a motor vehicle in the state of California.
- Service Workers shall be thoroughly trained to operate all Authority provided revenue serve vehicle. However, Service Workers shall not be permitted to operate these vehicles outside of the operation facility.

## Vehicle Fleet and Vehicle Maintenance Program

### A. Revenue Vehicles

AUTHORITY shall provide 82 vehicles to the CONTRACTOR for the operation of the service. A preliminary listing of these vehicles appears as (ATTACHMENT 11). Each vehicle shall be equipped by the AUTHORITY with a farebox, mobile radio programmed to AUTHORITY'S radio frequency, mobile data terminal (AMDT) and newer vehicles may have video surveillance systems.

VEHICLE	TYPE	SIZE	CHASSIS	TOTAL
ElDorado Aero Elite	Type VII	27' & 32'	Chevrolet C5500	32
New Flyer C40LFR	Transit Bus	40'	New Flyer	50

The fleet makeup and size may be adjusted throughout the term of the Agreement as AUTHORITY explores additional vehicle alternatives designed to reduce cost and increase productivity. AUTHORITY shall immediately advise and provide CONTRACTOR written notice of any change in fleet makeup that may materially change the cost of maintenance pursuant to this Agreement.

**B. Non-Revenue Vehicles**

The CONTRACTOR shall provide an adequate number of non-revenue vehicles to perform operator shift changes for services. Revenue vehicles shall not be used for Bus Operator relief or other support purposes. Non-revenue vehicles will also include those required for maintenance support, Road Supervision and any other support deemed necessary by the CONTRACTOR.

CONTRACTOR shall provide a non-revenue vehicle list indicating vehicles by year, make and model that will be used for this service. List shall include accessory equipment installed on vehicles for support purposes.

**C. Training Vehicles**

Contractor is responsible for providing all vehicles required for the training of Bus Operators assigned to the project, along with all costs associated with the operation of these vehicles. CONTRACTOR will fuel training vehicles off-site.

**CONTRACTOR Vehicle Maintenance Program**

The CONTRACTOR shall have responsibility to establish and maintain a comprehensive program to perform maintenance on all revenue vehicles to be used for contracted services described in this Scope of Work.

All maintenance and repairs of vehicles shall be in accordance with AUTHORITY specified standards, whether performed by the CONTRACTOR or authorized subcontractors. Maintenance of AUTHORITY'S fleet shall be done at a time that shall ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles shall be available for service during the service day.

AUTHORITY'S Maintenance Administrator or his/her designee may inspect, unannounced and announced, the vehicles at any time either at the AUTHORITY bases or while the vehicle is in service.

The CONTRACTOR shall maintain AUTHORITY vehicles in such a way as to, at all times, protect AUTHORITY'S investment. CONTRACTOR'S maintenance program shall be performed in such a manner as to ensure that repairs are done at the point



where they shall require the least expenditure.

Examples of this are:

- Repairing an engine miss promptly to avoid a dropped valve or severely scored cylinder wall;
- Routine oil sampling of engines and transmissions to avoid catastrophic failures;
- Identifying and responding to trends which affect vehicle reliability; and
- Repairing body damage or graffiti, which affects vehicle appearance.

In addition to the CONTRACTOR'S maintenance efforts, AUTHORITY shall periodically conduct oil sampling/analysis as a quality assurance measure.

#### **A. Preventive Maintenance**

Preventive maintenance on AUTHORITY owned vehicles must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) intervals; comply with California Highway Patrol (CHP) terminal inspection requirements and all air resource compliance agencies.

CONTRACTOR shall document each systematic inspection, lubrication, and repair performed for each vehicle. These records shall be kept at the maintenance facility where the vehicles are serviced. Such records shall be retained and maintained by CONTRACTOR through the term of the contract and provided to the AUTHORITY upon request. Records must be available for review by the AUTHORITY'S Maintenance Administrator and for periodic maintenance audits performed by regulatory agencies.

A Preventive Maintenance Inspection (PMI) shall be performed on each AUTHORITY vehicle at 6,000-mile intervals. It is imperative that the 6,000-mile interval not be exceeded. The maintenance schedule is designed to protect against major repairs resulting from neglect or inadequate maintenance and to prolong the service life of AUTHORITY vehicles. It is recommended that the CONTRACTOR establish a window of 500 miles prior to the 6,000-mile limit to ensure the interval is not exceeded (not less than 5,000 or more than 6,000 miles between PMI's. AUTHORITY's vehicles are classified as heavy commercial use vehicles, which mean they are subject to extensive idling, low speed driving and/or carrying heavy loads. Based on this classification the manufacture requires engine oil and filter changes every 6,000 miles, 6 months or 250 hours of operation (whichever occurs first). To achieve proper engine performance and durability, it is important that only engine lubricating oils of proper quality and viscosity be used. (ATTACHMENT 12)

#### **B. Lubrication Standards**

Per the contractual Performance Standards, an AUTHORITY vehicle shall not be placed in service if it has exceeded the established PMI interval. If a vehicle is out of compliance or has not met AUTHORITY'S preventive maintenance standards, it shall be red-tagged and removed from service. Failure to comply with these standards may result in nonpayment of the service hours operated by that vehicle from the time the last inspection was due. In addition, CONTRACTOR may be subject to additional specified

penalties (ATTACHMENT 13).

### **C. Maintenance Repair Procedures**

The CONTRACTOR shall perform all the necessary and required maintenance and repair work to AUTHORITY-owned vehicles as recommended by the manufacture. All repairs will be recorded and tracked electronically in a format compatible with AUTHORITY standard operating environment.

CONTRACTOR shall be responsible for all costs of preventive and regular maintenance to AUTHORITY vehicles with the exception of tires. Tires shall be supplied and maintained as part of AUTHORITY contract with outside vendor. CONTRACTOR'S responsibilities include, but are not limited to:

- All repairs due to normal wear and tear;
- Body and glass damage due to accident;
- Any damage due to vandalism including body and glass damage;
- Excessive wear and tear on vehicle (due to CONTRACTOR error/negligence);
- Rim and tire damage from misuse, abuse, damaged or worn due to poor alignment will be the responsibility of the CONTRACTOR;
- Any damage due to improper, lack of or delayed preventive maintenance;
- Lost articles and replacements such as fire extinguisher, wheelchair restraints, lap belts, hydraulic pump handles, and lift covers. These shall be considered as vehicle related operating costs and will be supplied by CONTRACTOR;
- Interior damage;
- Any damage due to driver or CONTRACTOR negligence;
- Wheelchair lift or ramp damage due to negligence;
- Fluids, additives, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.); and
- Vehicle Transporting vehicles to outside vendors when required.

AUTHORITY shall be responsible for the labor, parts and material costs of repairing or replacing major mechanical components unless such repair or replacement is due solely to the negligence of CONTRACTOR staff. "Major mechanical components" shall be defined as the complete engine, transmission, differential and brake retarder assemblies, on AUTHORITY-provided vehicles. Repair or replacement of major mechanical components shall be initiated by CONTRACTOR staff only upon the written approval of AUTHORITY'S Maintenance Administrator or his/her designee.

On all major mechanical component replacement with core charges, the cores will remain the property of the AUTHORITY and must be returned or exchanged upon removal. The responsible person for the CONTRACTOR'S maintenance program shall review and verify all work performed and labor utilized, and will ensure that all information needed, including but not limited to serial numbers for major components has been entered onto the work order. The CONTRACTOR shall ensure that all work orders are readily available for review by the AUTHORITY'S Maintenance Administrator.

## Maintenance Data Collection and Reporting Requirements

The CONTRACTOR shall utilize a Shop Work Order form similar to that used by AUTHORITY to record the labor, parts and materials required each time preventive maintenance and repairs are performed on an AUTHORITY vehicle (ATTACHMENT 14). CONTRACTOR'S Shop Work Order form shall be approved by AUTHORITY. This information shall be used by the CONTRACTOR to maintain and prepare required maintenance reports for submission to AUTHORITY and shall be retained in the permanent vehicle file for each assigned vehicle.

During the course of this engagement, AUTHORITY may require CONTRACTOR to utilize an AUTHORITY-owned maintenance software program.

The CONTRACTOR shall complete and keep records of the following reports:

- A. Daily Vehicle Inspection Report (DVIR) – reports from the Bus Operators showing defects shall be a permanent part of the vehicle files. Reports from Bus Operators without defects shall be kept for a minimum of thirty (30) days.
- B. Shop Work Order – copies shall be a permanent part of the vehicle files.
- C. Road Call Report – copies shall be a permanent part of the vehicle files.
- D. Tire Service Report
- E. Vehicle Tire Inventory
- F. Daily Vehicle Hold Report and Activity List
- G. Daily Scheduled PMI Report
- H. Monthly Vehicle Detailing Report
- I. Daily Servicing Record

Only the DVIR is required to be a permanent part of the vehicle files.

At the end of each accounting period, the CONTRACTOR shall summarize all maintenance activity performed during that period. All reports must be ready no later than the third regular working day after the end of the period for the AUTHORITY Maintenance Administrator's review. Listed below are the monthly reports required:

- Vehicle Mileage Report – This report shall include all assigned vehicle regardless of service status. Report must include starting, ending, daily average and total mileage for each vehicle. The grand total mileage of all vehicles must be included on the mileage-traveled portion of the report.
- Road Call Mileage Report
- Radio/AMDT Communication Defect Report
- Major Component Replacement Invoice Summary
- Monthly Vehicle Detailing Report

**Vehicle Mileage Report** – The monthly mileage report shall include all assigned vehicles regardless of service status. Report must include starting, ending, daily average and total mileage for each vehicle. The grand total mileage of all vehicles must be included on the mileage-traveled portion of the report.

## **Vehicle Cleanliness, Aesthetics Requirements**

To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches) and graffiti (ATTACHMENT 15). If vehicles are inspected by AUTHORITY staff and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice shall be served.

The CONTRACTOR will not be allowed to place any unauthorized decals, logos or markings of any type on AUTHORITY owned revenue vehicles.

### **1. Exterior Vehicle Cleaning Standards**

The exterior of each vehicle shall be washed at least three times per week unless inclement weather dictates additional cleaning. Vehicle cleaning shall consist of, at a minimum:

- a) Driving vehicle through AUTHORITY-provided bus wash system;
- b) Clean inside of all windows, removing all dust, fingerprints and hand prints;
- c) Remove all dust from seats, dashboards, wheel wells, rails, ledges and stanchions;
- d) Sweep all floor areas; mop all liquid spills;
- e) Ensure bus is free of all paper, gum and debris, etc;
- f) Repair all damaged seats;
- g) Daily removal/repair of graffiti;
- h) Empty vehicle trash receptacle;

### **2. Monthly Major Cleaning Standards**

The interior of the vehicle shall receive a complete major cleaning, at minimum, every 30 days, which shall be documented listing the vehicle number and date of major cleaning. Documentation shall be included in the monthly maintenance reporting package.

The monthly major cleaning shall consist of all the items included in daily cleaning standards as well as:

- a. Driver's Area - Clean driver's area with soap and water, to include dash panel, side panels, and vinyl/plastic portion of seat and visors.
- b. Passenger Area - Clean passengers' area with soap and water to include side panels ceiling, ventilation vents, roof, vents/hatches, vertical/horizontal railing, window frames and vinyl/plastic/metal portion of seats.
- c. Seats - Clean all seats to include cushions and backs, by brushing, vacuuming and, if required, gum removal and/or local scrubbing of spots/stains.
- d. Floors - Clean flooring areas with soap and water to include driver's area, passenger area, wheel housings, steps and ramps/wheelchair lifts. All gum, spots, and stains shall be removed from the floor.

- e. Interior glass - Clean all glass/acrylic and/or window protectors with glass cleaner, and replace graffiti window guards, as necessary.
- f. Exterior Glass - Clean all exterior glass/acrylic of water/mineral spotting.
- g. Interior Light Fixtures – Inspect lights for cleanliness. Disassemble, clean and reassemble all overhead light fixtures, as needed.
- h. Wheels – Clean and polish aluminum rims
- i. In general, all areas of the bus interior shall be subject to the removal of debris, gum and graffiti.

Extreme care must be taken and safeguards established to protect all electrical components and systems from water damage during the cleaning process. Under no circumstance will free flowing water (water hoses), or power sprayers be allowed in the interior of the bus. Use damp mops and rags only.

### **Accident Repairs**

Damaged vehicles due to accidents shall be promptly reported and repaired by the CONTRACTOR. The CONTRACTOR must keep a daily accident repair log. In cases where major repairs (defined as damages in excess of \$1,000.00) are to be performed, pre-approval is required by AUTHORITY Maintenance Administrator. All body and glass damages are the sole responsibility of the CONTRACTOR and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests must be submitted in writing to the designated AUTHORITY Maintenance Administrator. Consistent with AUTHORITY'S standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

### **Vehicle Communication and Fare Collection Equipment**

AUTHORITY shall maintain the Integrated Transportation Communication System (ITCS) mobile radio system to include preventive maintenance, diagnosis, repair and all associated material and components. The ITCS mobile radio system is an integrated system, consisting of the following:

- M801 Tyco Radio
- Orbital AMDT
- GPS
- DR600 Annunciator
- Luminator Sign System

AUTHORITY shall maintain the fare collection system, consisting of the following:

- Odyssey GFI Fareboxes
- Vaults and Receivers

CONTRACTOR will be responsible for any damage caused by Operator negligence of any equipment related to the ITCS and fare collection systems. CONTRACTOR is responsible for operating equipment in a safe and proper

manner. Documentation in the form of a repair orders shall be generated for all maintenance and repairs performed. Repairs orders shall be files in the vehicle history file and made readily available if necessary.

### **Video Surveillance System (VSS)**

AUTHORITY shall be responsible for the maintenance of the vehicle's on-board Video Surveillance System. AUTHORITY shall provide a dedicated server and software required to support the VSS operations.

### **Fueling**

The vehicles assigned for operation under this contract are compressed natural gas (CNG) and diesel powered. AUTHORITY will supply both types of fuel for revenue vehicles assigned to this contract. All vehicles are required to be fueled on a daily basis unless otherwise approved by AUTHORITY'S Maintenance Administrator. CONTRACTOR shall be responsible for reporting any fueling related equipment problems that may occur during the fueling process. CONTRACTOR will be responsible for any damage caused by Operator negligence of any equipment related to the fueling procedures. Operators are responsible for dispensing consumables in a safe manner and in compliance with all applicable and governing regulations.

### **Fluid Management System**

The fuel management system (E.J. Ward) is an automated system that controls and tracks all distribution of consumables at the AUTHORITY's fueling facility. AUTHORITY vehicles utilize a Canceiver, which is an electronic interface between the fueling system and the electronic control module, via the vehicle's onboard diagnostic (ODB) connector. AUTHORITY will manage the system, and when necessary, coordinate with CONTRACTOR to insure the health of the system. CONTRACTOR is responsible for operation of the vehicles electronic interface equipment including but not limited to the Canceiver, fill neck antenna, diagnostic interface cable and programming. Mechanical work shall be assigned to certified journeyman mechanics with special training on automated fuel system repairs.

AUTHORITY-owned vehicles shall have the engine oil, transmission oil, coolant level and power steering fluid level checked and replenished as needed at a minimum of three times a week. The gathering of data is necessary to track trends, costs, prepare reports, and aid in maintaining a planned maintenance program. Reports shall be available indicating date, vehicle, quantity, and type of consumable used. Information on vehicles consuming excessive fuel or oil must be relayed to the Maintenance Manager, so that the vehicles can be scheduled for testing and/or repair.

### **Red Tagged Vehicles**

If, in the opinion of AUTHORITY, the vehicle does not meet AUTHORITY safety standards as outlined in the Scope of Work, it may be "red tagged." A vehicle

that has been "red tagged" shall not go into service and/or shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the CONTRACTOR and verified by AUTHORITY.

Vehicles that have been identified as unqualified to drive during AUTHORITY compliance inspections shall be put on hold and signage posted in driver's area identifying out-of-service conditions. (ATTACHMENT 16).

If at any time a vehicle does not meet Authority safety requirements, it shall be "red tagged." The following occurrences may qualify a vehicle for "red tagging:"

- Safety equipment missing (per vehicle code requirements);
- Wheelchair lift inoperative;
- Wheelchair lift restraints missing or inoperative;
- Tires: Flat, uneven wear, embedded objects or bald;
- Loose or missing lug nuts;
- Passenger door and transmission interlocks inoperative;
- Headlights out;
- Taillights out;
- Turn signals out or inoperative;
- Horn not working;
- Windshield wipers not working;
- Engine smoking excessively;
- Abnormal engine noises;
- Brake lining too thin;
- Fluid leaks;
- Air conditioning, heating, and ventilation systems inoperative;
- Exhaust system leaking or damaged;
- Steering with excessive play;
- Vehicles with body damage in excess of \$500.00 damage may be red-tagged by AUTHORITY; and
- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency's safety vehicle regulations

### **Monthly Pull-Out and Post PMI Inspections**

At the time of the monthly pull-out inspections and/or post inspections, AUTHORITY shall rate the CONTRACTOR'S performance based on California Highway Patrol (CHP) Terminal Inspection Requirements. If the CONTRACTOR's maintenance performance is substandard, CONTRACTOR shall submit, by the end of the next business day, a corrective action plan and time line for compliance based on CHP requirements. Failure to meet the requirements of the corrective action plan and time lines, verified by a follow-up inspection, may result in specified penalties.

### **Inspection Discrepancy Sheets**

When Inspection Discrepancy Reports are submitted to the CONTRACTOR by

AUTHORITY, all noted open repair items shall be completed within 14 days or at the next preventive maintenance Inspection (PMI), whichever occurs first unless repair item(s) are safety related, for which the vehicle shall not be permitted to re-enter service until completed. The completed discrepancy sheet shall be returned to the Maintenance Administrator upon completion. The PMI shall be incomplete if items listed on discrepancy sheets are not fixed within the prescribed time period. Any hours operated by a vehicle with an incomplete PMI shall not be reimbursed.

### **Daily Pre-Op Inspection, Defect Report Cards**

Each Operator shall inspect vehicles daily before pulling out of the yard in accordance with state requirements. If there are any defects, the Operator must enter the defects on a Defect Report Card (or some similar CONTRACTOR provided document) as required by the California Vehicle Code. If there are no defects, the Operator must sign and date the Defect Report Card prior to leaving the yard. Defect Report Cards shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis. Vehicles with Defect Report Cards showing defects must be inspected and appropriate action taken on items noted on the card before vehicle returns to revenue service (ATTACHMENT 17).

### **CHP Terminal Inspections**

Every 12 months, a portion of the fleet shall be randomly selected by the California Highway Patrol (CHP) for inspection as part of their annual terminal inspection. The CONTRACTOR shall be responsible for all repairs made in preparation for the inspection as well as those identified by the CHP inspection. CONTRACTOR shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. In addition, the CONTRACTOR shall be responsible for the preparation of vehicle files, Coach Operator records and logbooks that may be requested during the inspection. In the event CONTRACTOR'S terminal receives an unsatisfactory rating from the CHP and does not receive a satisfactory rating, AUTHORITY may impose penalties as specified in Annual Review of Standards. CONTRACTOR shall notify AUTHORITY'S Maintenance Administrator of CHP related business, i.e. Operator complaints, inspections, etc.

### **Parts and Materials**

CONTRACTOR shall ensure that all mechanical parts and materials meet or exceed O.E.M. specifications. Fluids, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.) as well as replacement of fire extinguisher, first aid kits, wheelchair tie-down straps, lap belts, hydraulic pump handles, and lift covers are vehicle-related costs and shall be supplied by CONTRACTOR. The American Petroleum Institute (API) must certify engine oils and other lubricants must equal or exceed manufacturers and AUTHORITY standards. Do not use supplemental engine oil treatments. The use of chemical additives could lead to engine damage, which would void any existing engine warranty.



### **Parts Inventory**

The parts inventory shall be adequate to support vehicle fleet size so that work is not interrupted or unnecessarily delayed. CONTRACTOR shall provide a comprehensive major parts inventory and projected stocking quantities for the AUTHORITY'S review prior to startup of the contract. Inventory management and approval of re-order points and parts-issues procedures should be within the direction of the Maintenance Manager. In order to identify parts cost by vehicle, a record of parts issued to individual buses must be kept. Repair orders may be used to enter parts issued to the bus and to adjust inventory. It is critical that parts usage by vehicle be captured if accurate costs are to be presented.

### **Engine Idling**

AUTHORITY vehicles shall not idle for more than five minutes maximum to comply with State regulations. Unnecessary idling causes excess fuel consumption, shortened engine life and contributes to air pollution. Engines may be operated to supply heat or air conditioning necessary for passenger comfort and safety, in which case idling up to a maximum of 30 minutes is allowed. CONTRACTOR is responsible for all fines for violating State or County engine idling regulations.

### **Road Calls**

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure the continuation of service. CONTRACTOR shall develop a plan that results in minimal service disruption to ensure service and on-time performance. The failed vehicle must be repaired or removed from the breakdown area within two hours of the request for the road call.

Mechanics performing road calls must possess sufficient skills and training to complete any road call repair. Supervisors must ensure that road call mechanics are properly trained in radio procedures, and have a thorough knowledge of safety procedures while performing road calls. CONTRACTOR shall be responsible to ensure road call vehicles are properly maintained with adequate parts, fluids, and equipment to facilitate prompt responses. The road call mechanic is required to have any tools that could reasonably be expected for use on a road call.

The Road Call Report or similar document shall be used each time CONTRACTOR staff responds to a road failure whether or not a vehicle has to be exchanged or replaced due to a malfunction or a mechanical problem (ATTACHMENT 18).

### **Vehicle Tires**

AUTHORITY shall supply tires for AUTHORITY-owned vehicles. CONTRACTOR shall comply with tire provider control procedures, tire service report and vehicle tire inventory. CONTRACTOR staff shall interact daily with AUTHORITY'S tire

provider for flat repair and tire related problems as identified. Abused, damaged or alignment-worn tires shall be charged to the CONTRACTOR at a prorated cost. Damaged rims shall be the responsibility of the CONTRACTOR. AUTHORITY'S tire CONTRACTOR shall be responsible for maintaining the appearance of wheels. CONTRACTOR will augment this requirement with the monthly rim polishing requirement. Both steel and aluminum wheels shall be sent out for power coating and polishing on a regular basis. CONTRACTOR shall provide an adequate supply of spare rims in inventory to facilitate the wheel appearance and maintenance program.

### **Vehicle and Component Warranty Maintenance**

CONTRACTOR shall be responsible for the coordination of all warranty work on AUTHORITY vehicles assigned to CONTRACTOR and the administration of all warranty related paperwork with manufacturers. The AUTHORITY reserves the right to direct warranty related repairs to dealerships, vendors or manufactures that have demonstrated acceptable technical performance, superior customer service or have established previous quality working relationships with AUTHORITY. CONTRACTOR shall be financially responsible for any denied warranty caused by negligence or improper maintenance. CONTRACTOR shall obtain manufacturer authorization to perform warranty maintenance and shall transport vehicles at CONTRACTOR'S cost to an authorized warranty service provider.

### **Transportation**

CONTRACTOR shall be responsible for the movement of vehicles within Southern California. If repairs, maintenance or warranties are to be performed at locations other than CONTRACTOR'S premises, CONTRACTOR shall provide transportation to and from the repair location.

CONTRACTOR shall perform quality control inspections on vehicles returning from off property repairs ensuring vehicles are safe to return into service. CONTRACTOR shall also provide transportation of replacement parts and equipment from selected vendors.

As new vehicles are added to the fleet and retired vehicles are removed, it is the CONTRACTOR'S responsibility to provide Operators or a drive-a-way service to relocate vehicles as needed.

### **Shop Tools and Equipment**

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools to perform the necessary maintenance tasks required to meet AUTHORITY's standards and requirements as described herein. (Opacity Meter, Electronic Testing Equipment, Laptop Computers, Torque Wrenches, Alignment Equipment, etc.) Said tools must be calibrated and maintained to equipment manufacturers specifications.

Prior to contract startup, CONTRACTOR will be required to provide a detailed

inventory list outlining all proposed tools, diagnostic instrumentation and equipment to be used on AUTHORITY vehicles.

### **Parking Facilities**

The facility is designed to provide 250 employee parking stalls including designated handicap and carpooling stalls. Fleet parking will accommodate 300 revenue service vehicles. The parking access and egress areas shall be free of debris and trash. Trash receptacles shall be provided in selected areas to provide drivers a means to dispose trash from vehicles. Because of space constraints, it is the CONTRACTOR's responsibility to limit the employee parking space assignments and to discourage long term parking. Vehicles parked for over two weeks without written approval shall be subject to towing and vehicle owner shall be responsible for all cost (ATTACHMENT 19).

### **Fire Lane Enforcement**

AUTHORITY will establish the parking and no parking areas within the property in accordance with Section 22658.2 of the California Vehicle Code and OCFA Guideline B-09. All fire lanes shall be maintained and in no event shall parking be permitted along any portion that requires fire lanes or any area designated as a fire lane for turn-around purposes during occupancy. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all cost incurred in remedying such violation, including without limitation, towing cost, citations and legal fees.

### **Transition Policy**

AUTHORITY owned vehicles are subject to inspections and acceptance upon transition to a new CONTRACTOR in accordance with vehicle maintenance standards, as further described in the Scope of Work.

The incumbent CONTRACTOR shall, when transitioning vehicles from its own possession to a new CONTRACTOR, perform a stringent inspection and shall perform repairs, which meet the approval of the AUTHORITY'S Maintenance Administrator. The new CONTRACTOR shall conduct an acceptance inspection of the transitioning vehicles before accepting the vehicles. The new CONTRACTOR, at the expense of the Incumbent CONTRACTOR, shall repair remaining discrepancies. AUTHORITY'S Maintenance Administrator shall decide any disputes regarding vehicle condition at transfer.

### **Safety**

In addition to CONTRACTOR'S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are standard in the industry and/or required by AUTHORITY.

The CONTRACTOR shall observe all AUTHORITY safety work rules, regulations pertaining to sexual harassment, and a drug and alcohol free environment while on property and/or while on duty.

Due to the level of activities at AUTHORITY facilities and the large number of vehicles and employees, yard congestion and safety is a viable concern. In order to avoid personal injuries or property damage, the following procedure shall be followed in order to promote yard safety.

Procedures:

- Maximum yard speed is 10 M.P.H.
- Yield right-of-way to coaches backing out of the shop and parking stalls.
- Sound horn three times and check for clear passage before backing vehicles.
- Follow designated yard directional traffic flow. Do not drive across bus stalls.
- Always be courteous and professional; never demand the right-of-way to the extent of causing an accident.
- Stop at designated "stop" markings in yard.
- Pedestrian traffic in or out of the vehicle access gates is prohibited.
- All field technicians and CONTRACTOR's must wear appropriate reflective vest at all times while on AUTHORITY property.
- CONTRACTOR's are required to check in and check out with the on-duty Maintenance Supervisors.

**SECTION 6: OPERATOR TRAINING AND SAFETY PROGRAMS**

**Training Requirements**

**A. Vehicle Operator Training**

CONTRACTOR shall be responsible for all training of Bus Operators including training on AUTHORITY organization, service policies, passenger fares and overview of other AUTHORITY services. AUTHORITY shall provide the CONTRACTOR with the AUTHORITY'S policies and procedures for safety and training. CONTRACTOR shall be responsible for the provision of qualified training staff to conduct behind-the-wheel Bus Operator training and other training as determined by the CONTRACTOR. In addition, CONTRACTOR shall be responsible for providing any vehicles required for Bus Operator training activities.

**B. Training Standards**

CONTRACTOR shall design, schedule and conduct ongoing training procedures that shall train and prepare all Bus Operators assigned to AUTHORITY'S contract in a manner that conforms to all state and local laws and assures AUTHORITY'S operational objectives below are met.

- Provide service in a manner which is safe and reliable;

- Provide service which shall maximize customer service;
- Provide service in a manner that shall maximize productivity.

The Bus Operator's training course meets the requirements of appropriate California statutes and consists of each Bus Operator receiving a minimum of thirty-five (35) hours of instruction, which includes:

- AUTHORITY'S policies and procedures for fixed route services;
- Eight (8) hours of defensive and safe driving;
- Twenty (20) hours of behind-the-wheel training in all types of vehicles to be operated under this contract;
- Americans with Disabilities Act (ADA) training that covers assisting individuals with disabilities, service animals & mobility devices;
- Lift/wheelchair tie down techniques and specific AUTHORITY procedures for the transport of passengers with wheelchairs and other mobility devices;
- Operation of radio and AMDT equipment (voice and data) in accordance with Local, State and Federal regulations;
- Customer service training;
- Fare collection and trip classification and counting;
- Air brake training
- Four (4) hours of mandatory refresher training for Bus Operators with repeated and accumulated minor infractions; and
- Bus Operator conduct and inappropriate behavior training.

AUTHORITY reserves the right to revise the CONTRACTOR's training program(s) in order to comply with Federal, State, or local laws regarding Bus Operator certification or level of training requirements. In the event Federal, State, local laws change affecting Bus Operator certification or level of training required. CONTRACTOR shall be responsible for adopting any and all changes to their Bus Operator training program.

#### **C. Operator Pre-Operational Inspections**

Each Operator shall perform a daily pre-operational inspection that shall comply with all state and federal requirements before taking the vehicle into service. If there are any defects to AUTHORITY vehicles, the Operator must enter the defects on AUTHORITY's Driver Vehicle Inspection Report (DVIR) form. If there are no defects, each Operator must sign the DVIR at the end of the shift. Maintenance personnel shall replace DVIR forms on a daily basis.

#### **D. Blood Borne Pathogens Training**

The CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to Blood Borne Pathogens and/or Body Fluids. All Bus Operators, Road Supervisors, Vehicle Service Workers and any other employee that may come in contact with Blood Borne Pathogens or Bodily Fluids will be required to have Blood Borne Pathogen/Bodily Fluid training prior to starting their jobs.

Blood Borne Pathogen kits will be made available in all Road Supervisor vehicles and safety sensitive areas. The kits shall be purchased and maintained by the CONTRACTOR. The contents of the kit must be replaced as they are used or become damaged.

CONTRACTOR shall provide the following training and safety program that at a minimum consists of:

- A safe driving awards program;
- Monitoring and inspection of Bus Operators' Motor Vehicle Records at least every twelve (12) months through participation in the California Department of Motor Vehicles Pull Notice Program; and
- Promotion and reinforcement of driving and safety principles by CONTRACTOR management, policies and programs.

AUTHORITY reserves the right to revise the CONTRACTOR'S training program(s) in order to comply with Federal, State, or local laws regarding Bus Operator certification or level of training requirements.

#### **E. Documentation of Training**

CONTRACTOR shall maintain a list of Bus Operators who have completed the required training program for operation of bus services described in this SOW. This list shall be updated monthly and provided to AUTHORITY (with monthly invoice) as additional active Bus Operators are trained or removed from service. The list of Bus Operators shall include, at a minimum, the following:

- Name and badge number
- Hire date
- Date of certification
- Hours of initial training
- CDL license number and expiration
- Medical certificate.

The CONTRACTOR must maintain a record of all training completed by each Bus Operator and must provide a copy of these records upon request of AUTHORITY or other compliance agency (i.e. DMV or California Highway Patrol (CHP)).

In the event Federal, State, local laws change affecting Bus Operator certification or level of training required, CONTRACTOR shall be responsible for adopting any and all changes to their Bus Operator training program.

#### **Incentive and Safety Programs**

CONTRACTOR shall maintain an incentive and safety program to support AUTHORITY'S goal of providing a high quality service. AUTHORITY supports the use of a safe driving program that includes meetings, incentives, as well as participation in a

Rodeo Competition. These programs must be detailed in writing and implemented routinely.

### **Accident/Incentive Reporting**

CONTRACTOR shall notify the AUTHORITY's Central Communication Dispatch Center and CTS designee immediately of any of the following accidents/incidents.

- Collisions between a vehicle and another vehicle, person or object;
- Passenger accidents, including falls to passengers who are entering, occupying or exiting the vehicle;
- Inappropriate behavior on-board the vehicle; and
- Disturbances, ejection, fainting, sickness, deaths or assaults.
- Accidents the driver witnesses;
- Vandalism to the vehicle while in service;
- Passenger complaints of injury or property or other circumstances likely to result in the filing of claims against the CONTRACTOR or the AUTHORITY; and
- Any passenger, driver and service complaint that arises from an accident.

The CONTRACTOR should ensure proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are address. Copies of reports prepared for any of the above must go to the AUTHORITY's Project Manager and also the AUTHORITY's Risk Manager. If loss of service occurs or a major incident that will likely receive media coverage, CONTRACTOR shall notify AUTHORITY's Central Communication dispatcher in addition to the AUTHORITY's Project Manager.

## **SECTION 7: EMPLOYEE STANDARDS AND REQUIREMENTS**

### **Employee Turnover**

AUTHORITY recognizes the expense and negative effect of employee turnover. Therefore, the CONTRACTOR must demonstrate they have an acceptable recruitment and hiring program that is intended to minimize employee turnover and retain a high quality work force.

### **Personnel Policies**

The CONTRACTOR shall have personnel policies in effect that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Worker's Compensation, and other regulations as appropriate.

The CONTRACTOR shall maintain at all times a current list of personnel assigned to AUTHORITY'S contract and provide AUTHORITY with an updated employee list each month and when otherwise requested;

Weapons: When working under AUTHORITY'S contract, employees may not have

weapons in their possession or on AUTHORITY property or vehicles.

**Use of Electronics/Entertainment Devices:** For the safety of the Bus Operator and the safety of our passengers, the CONTRACTOR shall not allow any operator to use any entertainment device while in service.

AUTHORITY has a zero tolerance policy for the use of a cell phone while operating a revenue service vehicle, with the exception of verified emergency situations. The CONTRACTOR must also adopt a zero tolerance policy and shall describe their procedure for training employees in this policy.

**Alcohol and Illegal Substances:** Purchasing or consuming illegal substances or alcoholic beverages while in a company uniform shall not be allowed. It shall be the CONTRACTOR'S responsibility to terminate any employee observed doing so. The policies for addressing such incidents should be included in the CONTRACTOR'S Drug and Alcohol Policies. CONTRACTOR'S Drug and Alcohol Policies must also comply with FTA Drug and Alcohol Regulations.

**Designated Smoking Areas:** AUTHORITY promotes and supports a smoke free work environment. There is no smoking allowed in AUTHORITY vehicles or anywhere in AUTHORITY facilities. AUTHORITY has designated smoking areas at the facility. CONTRACTOR staff must observe such restrictions.

**Inappropriate Behavior:** AUTHORITY has a zero tolerance policy for inappropriate and unsafe behavior. The CONTRACTOR'S personnel policies must clearly address how inappropriate and unsafe situations shall be handled. The CONTRACTOR must also adopt a zero tolerance policy and shall describe their procedure for training employees in this policy.

Any customer comments received directly by the CONTRACTOR must be referred to AUTHORITY'S Customer Relations staff for proper handling. Should the CONTRACTOR receive notification from other than AUTHORITY that an employee is allegedly involved in a criminal activity including inappropriate behavior; the CONTRACTOR shall notify AUTHORITY'S Project Manager immediately.

### **Personnel Management**

CONTRACTOR'S personnel policies shall include a mechanism for administering required progressive corrective action and discipline to address any occurrence where staff performance does not conform with established AUTHORITY and/or CONTRACTOR service standards. Bidders shall include an outline of such policies as part of the proposal document. The AUTHORITY retains the right to review the CONTRACTOR'S personnel policies and the list of personnel assigned to AUTHORITY'S contract.

### **Removal of Employees**

AUTHORITY may require that any employee be removed from the project for excessive complaints, preventable accidents, or inappropriate behavior. AUTHORITY has a zero tolerance policy with regard to misconduct or inappropriate behavior. If an allegation of



this nature is received, CONTRACTOR shall remove the employee from the project immediately pending investigation and resolution of the allegation to AUTHORITY'S satisfaction.

Any employee receiving three or more valid customer complaints within a consecutive 30-day period may be subject to a thirty (30) day probation period. During this period, AUTHORITY shall evaluate whether the employee is suitable for the project.

AUTHORITY shall notify the CONTRACTOR, in writing, of any employee determined unsuitable. Within 24 hours of receipt of such notice, CONTRACTOR shall, at its sole discretion, permanently remove the employee from the project or present to AUTHORITY a plan for correcting the employee's performance deficiencies. If AUTHORITY rejects the plan or the employee's performance deficiencies are not corrected to AUTHORITY'S satisfaction, the CONTRACTOR shall be instructed to immediately remove the employee from the project.

### **Dress and Appearance Standard**

CONTRACTOR shall provide a uniform to be worn by all Bus Operators when operating a vehicle in AUTHORITY service that shall convey a professional image. The selected uniform shall be of similar quality to those worn by AUTHORITY'S Coach Operators, but may not be identical in appearance. It is the CONTRACTOR'S responsibility to see that Bus Operator uniforms remain in good repair, and do not appear old or worn out. Uniforms that are not in good repair must be replaced at the CONTRACTOR'S expense.

Bus Operators shall be required to follow the grooming and appearance standards established by AUTHORITY:

- Uniforms are to be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses should be tucked in and only the top button may be left unbuttoned;
- Non-uniform hats, jackets or sweatshirts are not allowed to be worn while employee is on duty or in uniform.
- No patches, badges or buttons shall be worn on the employee's uniform without consent from AUTHORITY.
- All Bus Operators must keep themselves neat and clean. Hair, mustaches and beards are to be neatly groomed.
- Unusually heavy or extreme makeup is not permitted.
- Females' hair must be neatly styled, clean, combed and of any natural color. The length or style of hair must not interfere with safe vehicle operation. No extreme or extraordinarily shaped hairstyles are allowed.
- Males' hair length may extend to the bottom of the shirt collar, must be neatly styled, clean and combed and of any natural color. No extreme or extraordinarily shaped hairstyles are allowed. Ponytails or braids must be completely covered by a uniform hat at all times.
- Sideburns may extend to the bottom of the ear.
- Males may wear one post earring of simple design per ear.
- Females' fingernails may extend one (1) inch from the fingertip, must be clean, and may be conservatively painted.

- Earrings for females may extend one (1) inch from the ear lobe and be of simple and appealing design.
- Two rings may be worn on a maximum of two fingers per hand.
- Uniforms are to be worn only when providing service for AUTHORITY and are not to be worn in any other service that may be provided by the CONTRACTOR.
- No visible body piercing other than ears shall be allowed;
- In an effort to continue with a professional appearance, tattoos shall not be visible and are to be covered by the Bus Operators uniform while on duty.
- Shoes or boots must be in good repair. They must be black in color and constructed of a material that can be polished and shined. The soles of shoes or boots must be black and ensure proper traction. Shoes or boots must fully enclose the foot. Open toed or open heeled shoes are not permitted.

### **Operator Tools**

The CONTRACTOR shall provide all necessary operating equipment to the Operators. Operator equipment shall include manifests (trip sheets), clipboards and pencils. Operators are also required to be equipped with an operable and accurate time piece at all times.

The following items must be in the Operator's possession while operating an AUTHORITY bus:

- Valid Commercial Operator License (Class A or B)
- Passenger transport endorsement (P)
- Valid Verification of Transit Training (VTT) certificate
- Valid medical certificate
- OCTA Bus Book
- Risk Management Report Kit
- Completed Daily Vehicle Inspection Report (DVIR)
- Detour information (as required)
- Riders' Alerts (as required)
- Accurate time piece
- Day Passes
- Route of Lines (ROLS)
- ID Badge

## **SECTION 8: STATE AND FEDERAL REGULATIONS**

### **Motor Vehicle Codes**

CONTRACTOR must to comply fully with State and Federal Regulations. Regulations pertaining to licensing and operation of vehicles are contained in the California Vehicle Code, California Administrative Code, Title 13 and The Federal Motor Carrier Safety Regulations.

AUTHORITY shall periodically audit for compliance with the Commercial Motor Vehicle Safety Program including: a) Ten Year Employment History, b) Pull Notice Program, c) Medical Certificate, d) Random Drug Testing Program and, e) Passenger (P) Endorsement.

No CONTRACTOR employee, subcontractor employee or Bus Operator applicants who accrue four or more points in 12 months, six or more points in 24 months or eight or more points in 36 months shall drive any Authority vehicle until their points count falls below the threshold. Any person whose Motor Vehicle Record contains any two point violation, or has an outstanding failure to appear or failure to pay violation will not be eligible to work on the AUTHORITY's project. Point counts are to be included in employee/driver files.

### **Drug and Alcohol Testing**

The CONTRACTOR shall comply with the requirements of the Drug Free Workplace Act of 1988. Testing shall be conducted pursuant to the FTA regulation, 49 CFR Part 655, that mandates, under certain circumstances, urine drug testing and breath alcohol testing and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens, 49 CFR Part 40, as amended.

The regulations include requirements for pre-employment, post-accident, reasonable suspicion, DOT recertification or biennial physical examination, return-to-duty, and for random testing of employees in safety sensitive positions. Additionally, subcontractors performing safety sensitive tasks are subject to the regulations and it shall be the responsibility of the Contractor to ensure this testing is conducted.

AUTHORITY requires that those safety sensitive employees employed by the CONTRACTOR for the performance of services under this Agreement (i.e., those employees employed by CONTRACTOR directly for Agency) be tested at a rate of 50% drug and 10% alcohol annually.

### **California OSHA**

CONTRACTOR shall comply with all California OSHA requirements including the requirement of SB 198 to develop and implement an employee injury prevention safety plan.

### **SECTION 9: TRANSITION TO SUBSEQUENT CONTRACTOR**

CONTRACTOR must cooperatively participate in the transition of this service to a new CONTRACTOR if necessary. No less than forty-five (45) days prior to a new CONTRACTOR starting, participation is necessary in meetings, transfer of records, access to property, access to equipment and other areas as deemed necessary by AUTHORITY'S contract administrator.

A transition period is defined as the 60-90 day period prior to the contract expiration date. CONTRACTOR shall participate in the smooth transition of service to a new provider in such a manner as to ensure the transition results in minimum service

disruption to Project.

During the transition phase, AUTHORITY staff shall conduct several meetings with the incumbent and new provider to discuss specific Project, records and vehicle transition events and the period in which they must occur. As requested by AUTHORITY, incumbent must make pertinent records accessible to both AUTHORITY and new provider within three (3) days of AUTHORITY'S request.

AUTHORITY-owned property and facilities shall be subject to a transition inspection and acceptance upon transition to a new CONTRACTOR.

### **Use of Existing Operators and Staff**

Pursuant to Senate Bill No. 158 (Chapter 103, California Statutes 2003), AUTHORITY shall grant an incentive of a ten (10) percent bidding preference to a CONTRACTOR who agrees to retain, for a period of at least 90 days, certain employees (Employee is defined as any person who works for a CONTRACTOR under this contract.) Employee does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3) who were employed to perform essentially the same services by the previous CONTRACTOR.

1. A bidder shall declare as part of the bid for service contract whether or not he or she shall retain the employees of the prior CONTRACTOR for a period of not less than ninety (90) days.
2. CONTRACTORS who agree to retain employees under the Senate Bill No. 158 provisions must offer employment to those employees except for reasonable and substantiated cause, as specified. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by successor CONTRACTOR.
3. If the successful CONTRACTOR determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those qualified employees, the successful CONTRACTOR may require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successful CONTRACTOR.
4. The existing service CONTRACTOR shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to any entity that AUTHORITY identifies as a bona fide bidder. Nothing in this section requires the successful CONTRACTOR to pay the same wages or offer the same benefits provided by the prior CONTRACTOR.

5. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successful CONTRACTOR in any superior court having jurisdiction over the successful CONTRACTOR. Upon finding a violation, the court shall order reinstatement to employment with successful CONTRACTOR and award back pay, including the value of benefits, for each day of violation.

In addition to these established requirements, Bidder shall submit to AUTHORITY detailed explanation of Health and Welfare benefits package offered to its employees. This should include any medical and/or dental insurance plans, and any other special programs offered.

## **SECTION 10: FACILITY**

### **Facility Location**

AUTHORITY shall provide an operations and maintenance facility which includes approximately thirteen (13) acres for administration, operations and maintenance functions, at the following address (ATTACHMENT 20):

Irvine Sand Canyon Base

14736 Sand Canyon Road

Irvine, CA 92606

### **Facility Furnishings**

CONTRACTOR will be responsible for providing all office furniture and equipment which they deem necessary for this project.

### **Maintenance Facilities**

The facility shall have a maintenance area that provides covered working bays for performing Preventive Maintenance Inspections and mechanical repairs on revenue vehicles. The maintenance facility also has office space to accommodate administrative functions.

### **Maintenance, Cleanliness and Safety of Facilities**

AUTHORITY shall provide facility maintenance services required to ensure the safe and efficient operation of the property. AUTHORITY staff will be available during all days and hours of operation. Facility maintenance services provided by AUTHORITY staff shall include inspections and preventative maintenance of all equipment supplied by AUTHORITY. CONTRACTOR shall be responsible for all costs associated with any repair resulting from negligence on the part of CONTRACTOR. In the case of a repair resulting from the negligence of CONTRACTOR, AUTHORITY shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from AUTHORITY, CONTRACTOR may be permitted to perform the repairs at their expense. Any repairs

so undertaken shall be performed to the AUTHORITY'S satisfaction. If said repairs are not performed to the AUTHORITY'S satisfaction, the AUTHORITY reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from AUTHORITY. CONTRACTOR shall be responsible for simple facility tasks such as office and equipment moving, light painting and wall hangings.

CONTRACTOR shall make the facility available to AUTHORITY, as well as city inspectors, facilities contractors, fire department, and insurance inspectors at any time as requested by the AUTHORITY.

CONTRACTOR shall be required to follow all applicable regulatory requirements, such as storm water runoff and hazardous material regulations and requirements at all times herein. Training will be provided by AUTHORITY on these requirements, as needed.

AUTHORITY shall provide reasonable janitorial services for the above-referenced operating base, including all offices, administrative areas, bathrooms and public areas. CONTRACTOR shall ensure that all employees use care and consideration for the property to ensure a safe, professional, hygienic and attractive working environment that complies with all federal, state and local regulations.

#### **Information Technology, Voice and Data Infrastructure**

All AUTHORITY-supplied software applications shall communicate between the Irvine site and AUTHORITY'S data center located at 600 S. Main St. in Orange, California via a dedicated wide area network link.

Access to AUTHORITY'S software applications shall be accomplished through use of Citrix thin-clients.

AUTHORITY shall provide and maintain the following equipment at the Irvine site: cabling plant, Cisco networking hardware (routers, switches), servers (DC, GFI, Ward Fuel), thin-client desktops, Nortel PBX, and telephone handsets.

CONTRACTOR shall be responsible for supplying and configuring printing devices to allow printing from any AUTHORITY applications. The CONTRACTOR shall be responsible for all printer related consumables.

AUTHORITY shall use its computer hardware and services located at 600 South Main Street to host at a minimum the server-side components of the software applications AUTHORITY requires the CONTRACTOR to operate.

#### **Additional Support Systems**

##### **a. CONTRACTOR Administrative Telephones**

CONTRACTOR is responsible for the installation and maintenance of any telephone lines and equipment to support CONTRACTOR'S administrative requirements which are above and beyond that provided by AUTHORITY.

**b. Facsimile Machine**

CONTRACTOR is required to provide at least one plain paper facsimile machine.

**c. Operator Toll-Free Line**

CONTRACTOR shall maintain a toll-free line for communications in the event of radio communications issues.

**SECTION 11: INFORMATION TECHNOLOGY**

**Information Technology Services**

The CONTRACTOR shall be responsible for providing and managing the manpower and resources to effectively and competently operate and maintain its own technology assets. The CONTRACTOR shall be capable and responsible for adapting to evolutions in the technology assets. The CONTRACTOR is responsible for all training and certifications required to effectively and competently operate and maintain such assets.

Working with AUTHORITY'S Project Manager, the CONTRACTOR shall participate in strategic planning with other AUTHORITY representatives to address and plan future technology needs in the operation over the term of the contract.

**Information Technology Assets Provided by AUTHORITY**

AUTHORITY shall provide the following assets and resources to be operated and managed by the CONTRACTOR:

**A. Cable Plant for LAN Applications**

The AUTHORITY'S Irvine Sand Canyon Base, available for use to host the CONTRACTOR'S operation, is wired for local area network applications, including Category 5 twisted pair and fiber optic cabling. Secured distribution rooms exist to host network, server, and UPS hardware in support of LAN applications. AUTHORITY shall have access to these facilities. The CONTRACTOR shall ensure these rooms are secured at all times. All of the equipment provided by the CONTRACTOR must be visibly labeled in order to clearly differentiate it from the AUTHORITY'S.

**B. Server Computer Hardware**

AUTHORITY shall supply server computer hardware in support of the software applications that are required to be housed locally at the Irvine site.

**C. Networking Gear**

AUTHORITY shall supply networking gear (Cisco routers and switches) to support a segment of AUTHORITY network at the Irvine facility needed to

support the application access described herein. AUTHORITY shall manage and maintain this networking gear.

**D. Uninterruptible Power Supplies**

AUTHORITY shall supply APC uninterruptible power supplies in order to protect the servers and networking equipment from electrical surges along with having the backup capacity to allow for graceful shutdowns of servers during the course of a power outage.

**E. WAN Communications**

AUTHORITY shall supply and manage WAN communications between AUTHORITY'S headquarters in Orange, CA with the Irvine Sand Canyon Base.

**F. Future IT Assets**

As a practice, AUTHORITY provides for annual software and hardware maintenance agreements with the appropriate firms for assets that are deployed during the contract period.

**G. Other Software Assets**

At AUTHORITY'S direction, the CONTRACTOR shall be required to learn and use additional software applications that shall be maintained and managed by AUTHORITY.

**H. C<sup>3</sup> – Comments/Compliments/Complaints**

This MS Access/SQL Server based application is used to record, track and manage customer feedback on Bus Operators and services. This application shall be delivered to the CONTRACTOR via a Citrix "thin client" solution.

**I. Ward Fuel**

This MS Access/SQL Server based application is used to record, track and manage fuel and oil consumables. This application shall be delivered to the CONTRACTOR via a Citrix "thin client" solution.

**J. GFI**

This application is used to record ridership and revenue data. This application shall be delivered to the CONTRACTOR via a Citrix "thin client" solution.

**K. On-board Video Surveillance System (VSS)**

AUTHORITY will provide hardware to be utilized for AUTHORITY staff to monitor the VSS activities. AUTHORITY will provide all required maintenance to VSS equipment, unless equipment was subject to abuse or misuse by CONTRACTOR.



## **CONTRACTOR'S Responsibilities for Information Technology**

The CONTRACTOR shall be responsible for providing and managing all other IT assets needed to support its Project. The CONTRACTOR shall be responsible for standard IT practices and functions that result in safe, reliable, secure and efficient IT services.

### **Computing Security**

The CONTRACTOR and Service CONTRACTORS shall employ rigorous security practices to ensure a safe computing environment that protects the CONTRACTOR and Service CONTRACTORS' respective network and IT assets, and AUTHORITY'S network and IT assets.

The CONTRACTOR shall not, without AUTHORITY approval, remove confidential customer data from the Irvine site on portable devices such as laptop computers, zip disks, portable hard drives, or USB thumb drives. The CONTRACTOR shall make it a priority to protect the confidentiality of sensitive customer data.

### **Standard Business Software**

CONTRACTOR shall be responsible for providing all software required for general administrative and business support of CONTRACTOR Project. At a minimum, this must include Microsoft Office Suite 2002 or greater containing Microsoft Word, Microsoft Excel, Microsoft Access and Microsoft PowerPoint. The contractor shall be responsible for providing the necessary desktop computers to host these applications.

### **Radio Communications**

AUTHORITY shall provide voice radio communications equipment, services and maintenance for all assigned revenue vehicles, and hand-held mobile radios for Managers. AUTHORITY shall provide maintenance of all AUTHORITY-provided equipment with the exception of damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse or loss. A trouble list shall be sent daily to AUTHORITY'S Project Manager or his designee (i.e., AUTHORITY'S Senior Maintenance Field Administrator) to schedule necessary radio maintenance and generate a work order.

## **SECTION 12: PERFORMANCE STANDARDS**

During the term of this contract, AUTHORITY may review the standards established for the CONTRACTOR and Contracted Fixed Route, StationLink and Express Bus service to ensure that those standards remain appropriate. In consultation with the CONTRACTOR, AUTHORITY may, at its discretion, adjust standards, incentives and penalties to ensure and encourage increased efficiency and improved performance of services.

### **Assessment of Penalties**

Before assessing penalties, AUTHORITY shall use the following procedure:

AUTHORITY shall notify the CONTRACTOR of its intent to assess a penalty or

incentive in writing within sixty (60) days of occurrence. No penalty may be assessed if timely written notice is not given CONTRACTOR.

The CONTRACTOR shall be given an opportunity to demonstrate that it could not reasonably have prevented the failure. Failures caused by actions of AUTHORITY staff, natural disasters, or extreme and unusual weather or traffic conditions shall be considered not preventable. Any such claim must be supported by adequate documentation provided by the CONTRACTOR. If AUTHORITY determines that the failure was not preventable, then the penalty shall be waived.

AUTHORITY'S decision to waive the assessment of any penalty shall in no way affect AUTHORITY'S right or intent to assess a penalty for a similar failure in the future and shall in no way affect the CONTRACTOR obligation to meet the associated performance standard. Continued non-performance by the CONTRACTOR and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract.

Category	Standard	Incentive	Penalty	Comment
On Time Performance (OTP)	Depart from time points between zero minutes early and 5 minutes late 92% of the time.	\$1,000 for each percentage point above 93% on time.	\$1,000 for each percentage point below 91% on time.	OTP will be measured utilizing report information generated from the ITCS communications system.
Valid Complaints	No more than one (1) valid complaint per four (4) thousand passengers each month (As reported on the Monthly Comment Summary).	\$100 for each valid complaint less than one per four (4) thousand passengers.	\$100 for each valid complaint over one per four (4) thousand passengers.	Calculated as <i>monthly passengers</i> x 0.00025 = allowed valid comments before incentive or penalty.
Accident Report	Report within 24 hours by verbal & written reporting.	None	\$5,000 per accident not reported.	
Key Positions	Contractor shall fill all Key Positions as defined within the Scope of Work.	None	Deduct salary and benefits plus \$100 per day, plus benefits, for each position unfilled beyond 30 days.	
Terminal Inspections	Meet CHP requirements	None	\$25,000 for each occurrence of failing a terminal inspection, "unsatisfactory" (U	Based on the annual or any interim CHP Terminal Inspections.

			rating).	
Reports	Contractor shall submit reports on time, as outlined within the Scope of Work.	None	\$100 per day for each late report.	
Preventive Maintenance	100% of PMI's done within required intervals.	None	\$100 per day for each vehicle operated after scheduled PMI. \$200 per day for vehicles operated more than 3 days or 500 miles past scheduled PMI.	
Miles between road calls	12,000 between valid mechanical road calls.	None	\$100 per each valid mechanical road call under 25,000 miles in a monthly reporting period.	
Vehicle Damage	Authority-owned equipment shall be free of accident or other damage	None	\$100 per vehicle / day for each vehicle with interior or exterior damage not repaired within thirty (30) days from date of damage.	
Missed trip: No scheduled trips are to be missed.		\$1,000 per month for zero occurrences	\$1,000 per occurrence	Penalty and/or incentive is calculated monthly

**SECTION 13: INVOICE AND BILLING**

The invoice for services rendered shall follow a format provided by AUTHORITY. All relevant back-up documentation, including monthly Project summaries, must be included with invoice. Invoices shall be submitted to AUTHORITY's Project Manager within ten (10) business days of the close of the billing cycle. The CONTRACTOR shall provide weekly updates on Revenue Vehicle Hours (RVH), passengers and Revenue Vehicle Miles (RVM). Payment terms are net 30 days of receipt upon approval of the CONTRACTOR invoices.

## **SECTION 14: TERMS AND DEFINITIONS**

As used throughout the Scope of Work, Exhibits, Attachments and elsewhere, the following terms shall have the meanings set forth below:

**¾ Mile Service Corridor:** An area extending ¾ of a mile, in each direction, from an operating OCTA fixed route line.

**Accident:** Any occurrence where an AUTHORITY owned or operated vehicle, or vehicle operated in AUTHORITY service, makes physical contact with any other vehicle, person or object or; any occurrence where any other vehicle makes contact with another vehicle, person or object within 100 feet of an AUTHORITY owned or operated vehicle or; any situation that could result in legal liability on the part of the AUTHORITY.

**ACCESS Service:** ACCESS service is the AUTHORITY'S paratransit service element that began operating in October 1993. ACCESS is a curb-to-curb service, for travel within areas comparable to the AUTHORITY'S fixed route bus services (service area determined by the AUTHORITY), for persons who have been certified as ADA eligible.

**AVL:** Automatic Vehicle Location system

**Conditional Eligibility:** ACCESS eligibility status granted to those passengers who may sometimes have the ability to ride accessible fixed route vehicles.

**Contingency Vehicle:** Revenue vehicles placed in an inactive fleet for contingencies after reaching the end of their normal minimum useful life.

**Daily Vehicle Inspection Report (DVIR):** The Driver's Vehicle Inspection Report documents the condition of the vehicle prior to leaving the yard or terminal for revenue service. The driver of a commercial vehicle is required to produce a report on the condition of the vehicle prior to operation.

**Deadhead Hours:** The hours, or portions of an hour, that a vehicle travels when out of revenue service. Deadhead Hours includes leaving or returning to the garage or yard facility; when released by the dispatcher and when there is no expectation of carrying revenue passengers; provided, however, that the time a vehicle travels from the last drop-off prior to a meal break to the start of the meal break and from the end of a meal break to the first pickup after a meal break shall not be considered Deadhead Hours.

**Deadhead Miles:** The miles that a vehicle travels when out of revenue service. Deadhead Miles includes leaving or returning to the garage or yard facility; when released by the dispatcher and when there is no expectation of carrying revenue passengers; provided, however, that the time a vehicle travels from the last drop-off prior to a meal break to the start of the meal break and from the end of a meal break to the first pickup after a meal break shall not be considered deadhead hours.

**Dwell Time:** The amount of time spent at each stop location waiting for, boarding or alighting passengers.

**Fare Evasion:** The unlawful use of transit facilities by riding without paying the applicable fare.

**Field Incident Report:** A report that describes the details of an incident, accident or situation.

**Gate Hours:** All accrued hours, or portions of an hour, from the time a vehicle pulls out of the yard to go into revenue service until the time it pulls back into the yard.

**Gate Miles:** All accrued mileage from the time a vehicle pulls out of the yard to go into revenue service until the time it pulls back into the yard.

**Incident:** Any event or episode on or within 100 feet of an AUTHORITY owned or operated vehicle that requires the operator to disrupt normal operations of the vehicle or has the potential to generate a customer comment. Incidents are to be reported on an AUTHORITY approved incident report form to document situations, especially crimes, customer relations problems, or other extraordinary events that occur on or near the vehicle and does not involve personal injury or property damage.

**Late Pull Out:** When a Operator reports their leave yard time more than 5 minutes after the scheduled pull out time or are otherwise noted as more than 5 minutes late in initiating a route [for example, in returning from a break or beginning a run].

**Layover:** The location at the end of trip where the driver may use the facilities.

**Major Mechanical System Failure:** Failure of a mechanical element of a revenue service vehicle that prevents the vehicle from completing a scheduled revenue trip or proceeding to the next revenue trip because factual movement is limited because of safety concerns.

**Miles Between Road Call:** The average distance in miles that a transit vehicle travels before failure of a vital component forces removal of the vehicle from service.

**Missed Trip:** A trip that is not serviced.

**On-Time Performance: (OTP)** The proportion of the time that a transit system arrives within the published schedule time points between zero minutes early and 5 minutes late.

**Other Mechanical System Failures:** Failure of mechanical elements that, because of local agency policy, prevent the revenue vehicle from completing a scheduled revenue trip or from proceeding to the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other mechanical system failures include breakdowns of fareboxes, wheelchair lifts, heating, ventilation and air conditioning and other problems not included in major mechanical system failure.

**Paddle:** Schedule for an individual bus run or block. Sometimes referred to as "Running Board".

**Passenger:** Any person transported on a revenue service vehicle.

**Passenger Fare:** The revenue earned from carrying a passenger in regularly scheduled service.

**Passenger Miles:** A measure of service utilization, which represents the cumulative sum of the distances, ridden by each passenger. For example, ten passengers riding in a vehicle for two miles equals 20 passenger miles.

**Passengers per Revenue Vehicle Hour: (PPRVH)** Passengers Per Revenue Vehicle Hour will be determined by dividing the total number of passengers transported by the number of Revenue Vehicle Hours operated.

**Pre-trip Inspection:** The driver of a commercial vehicle is required to inspect the interior and exterior condition of the vehicle prior to operation. This inspection is to be documented on the Daily Vehicle Inspection Report (DVIR).

**Pull Notice Program:** Employees who are required to have a Class A or Class B driver's license or a special certificate or endorsement are required to be enrolled in the DMV Pull Notice Program, which provides automatic notification when a conviction, accident, or other action is posted to a driver's DMV record.

**Red Tagged:** A vehicle that does not meet the AUTHORITY'S safety requirements or standards is issued a Red Tag and may not be placed into service until defects are corrected, form is signed, and repairs are approved by the AUTHORITY.

**Report Time:** The time allowed an operator to report to the window dispatcher, obtain instructions for the run, locate the revenue vehicle he/she is to operate, and depart the operating station to undertake the run.

**Revenue Vehicle:** A vehicle authorized to be used in providing transit service for passengers.

**Revenue Vehicle Hour (RVH):** A revenue vehicle hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the CONTRACTOR'S established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pickup location no earlier than the scheduled start time for a route and ends when it arrives at the end of a scheduled route, excluding any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident

**Revenue Vehicle Mile (RVM):** Revenue vehicle odometer reading taken from the location that the vehicle begins revenue service to the location that the vehicle ends revenue service, excluding mileage incurred during meal breaks, service breaks and mechanical breakdowns.

**Non-Revenue Vehicle:** A vehicle used to support revenue vehicle operations that are not typically used to carry transit passengers. Types of Non-Revenue Vehicles include supervisor vehicles, driver relief vehicles, staff cars and maintenance vehicles.

**Recovery Time:** Extra time scheduled at terminal to allow for rest stops and to help make up time lost from running down (late).

## ATTACHMENTS

Attachment 1	Lost & Found Procedures
Attachment 2	Service Description
Attachment 3	Express Bus Route Maps 794 / 757 / 758
Attachment 4	Revenue Vehicle Hour Detail
Attachment 5	Actual Operating Data
Attachment 6	Fare Matrix
Attachment 7	Contracted Fixed Route Tripsheet
Attachment 8	Monthly Reporting Documents
Attachment 9	Customer Comment Process
Attachment 10	Brake Inspector Certification
Attachment 11	Vehicle Summary
Attachment 12	Preventative Maintenance Program
Attachment 13	Maintenance Lubrication Standards
Attachment 14	Shop Work Order Form
Attachment 15	Graffiti Standards, Policies and Procedures
Attachment 16	Red Tag Vehicle Flyer
Attachment 17	Defect Vehicle Inspection Report
Attachment 18	Road Call Mileage Report
Attachment 19	Parking Facility Map
Attachment 20	Operations and Maintenance Facility Maps

## **LOST AND FOUND PROCEDURES**

Lost and found items are defined as personal property left on OCTA buses, in vehicles, at bus stops, or at OCTA facilities. It is AUTHORITY'S intention to recover the lost personal property of our customers in a timely manner, and handle their belongings with great care.

All CONTRACTOR personnel are required to turn in items found at any OCTA facility, bus/vehicle or bus stops.

*It is UNLAWFUL to use, borrow, or keep any of the items unless you are the rightful owner.*

### **PROCEDURE (Prior to transport to Lost and Found facility):**

#### **I. Logging in:**

1. Contractor coach operators are required notify radio dispatch upon discovery of lost items. Radio dispatch will provide further instruction. NO EXCEPTIONS. Should there be concern for safety; radio dispatch will notify Transit Police Services (TPS) for further instruction. Should the item not oppose danger to passengers or operator safety, the operator shall bring the item to window dispatch at the end of his/her shift. The window dispatcher will log all items upon arrival.
2. A lost and found tag/card is attached to the item, date turned in, description of the item, and location of which the item was found. Depending on size of item, it should be placed in the lost and found bag and locked for transport.

Items of acceptance for transport to lost and found are the following:

- Clothes
- Jewelry
- Books
- Bicycles/skateboards/scooters
- Bookbags/purses/totebags
- Cellular phones/computers
- Audio equipment(radios, walkmans, mp3 players)
- Cameras/Video equipment
- Cash/Checks
- Miscellaneous items (keys, umbrellas, prescription medication, etc.)



The following items will not be required to be logged and prepared for transport to lost and found. These items will be discarded at the base:

- Food (containers or bags)
- Liquids (Fast-food cups, water bottles, cans)

*Illegal drugs and/or paraphernalia should be reported immediately to radio dispatch (radio dispatch will contact Transit Police Services at (714) 265-4340).*

3. Cash or items containing cash are to be verified by counting the amount in the company of a witness upon arrival, prior to logging and being placed in the lost and found lock bag. A lost and found cash confirmation slip (triplicate) is to be completed for cash over \$10.00. Lost and Found copy of cash confirmation slip shall accompany cash in bag. All other copies should be distributed to the appropriate departments.
4. Lost items will be picked up by the OCTA courier and delivered to the Lost and Found facility for storage. All cash shall be counted and verified with the courier prior to transport. Courier shall verify items to be transported against items listed on the log sheets.

\*Passengers/customers may not claim property at the base(s).

\*Instruct Customers to phone Lost and Found at (714)560-5934  
Prior to going to retrieve their property.

\*After customer has verified via telephone that property has been received into the lost and found system, they may retrieve their property at the following address:

**Orange County ARC (OCARC)  
225 Carl Karcher Way  
Anaheim, CA 92801**

**CONTRACTED FIXED ROUTE, STATIONLINK, AND EXPRESS BUS ROUTES**

**Route #**

**Route Name**

**Contracted Fixed Routes**

75	Tustin to Newport Beach – Via Harvard/Jamboree Rd.
131	Yorba Linda to Orange – Via Lakeview Ave./Riverdale Ave./Tustin Ave.
147	Brea to Santa Ana – Via Birch St./Brea Blvd./Harbor Blvd./La Veta
134	Seal Beach to Westminster – Via Seal Beach Blvd./Edwards St.
172	Huntington Beach to Costa Mesa – Via Main St./McArthur Blvd./Sunflower
173	Huntington Beach to Costa Mesa – Via Atlanta Ave./Victoria St./Bear St.
175	Irvine – Via Yale Ave./Campus Dr.
188	Laguna Hills to Irvine – Via Moulton Pkwy./Alton Pkwy/Ridge Route
191	Mission Viejo to San Clemente – Via Rancho Viejo Rd./El Camino Real
193	Dana Point to San Clemente – Via Camino De Los Mares/Camino Vera
212	Irvine to San Juan Capistrano – Via 405 Freeway
216	Costa Mesa to San Juan Capistrano – Via 405 Freeway
693	San Clemente – Deviated fixed route service in Talega community

**StationLink Routes**

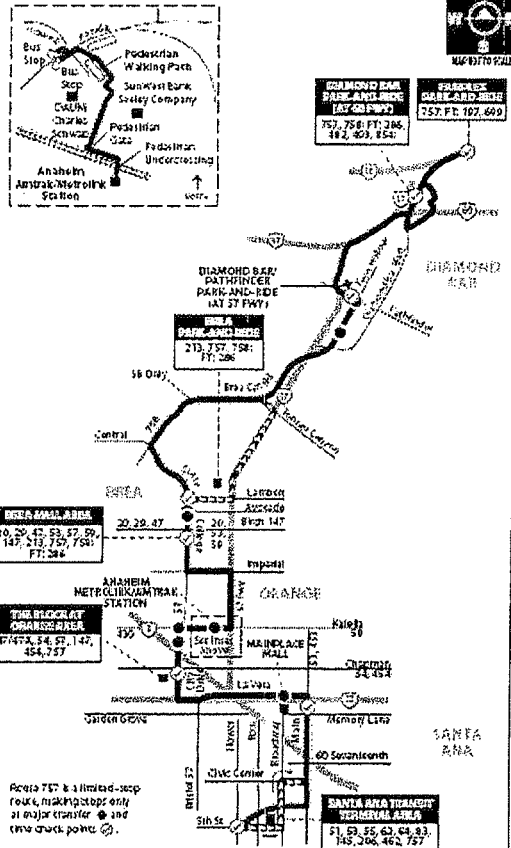
410	Anaheim Metrolink Station to Anaheim
411	Anaheim Metrolink Station to Canyon Corporate Center
430	Anaheim Metrolink/Amtrak Station to Anaheim Resort Area
463	The Depot at Santa Ana to Hutton Center
464	The Depot at Santa Ana to Costa Mesa
470	Tustin Metrolink Station to John Wayne Airport
471	Tustin Metrolink Station to Irvine
480	Irvine Transportation Center to Lake Forest
482	Irvine Transportation Center to Irvine Center and Discovery
490	Laguna Metrolink Station to Aliso Viejo

**Express Bus Routes**

757	Pomona Fairplex Park and Ride to Santa Ana Transit Terminal
758	Chino Spectrum Marketplace to Irvine Spectrum
794	Tyler Mall/Corona to South Coast Metro

# Route 757 Pomona to Santa Ana Express via 57 Fwy

NOTE: Limited Stop Service.  
No service on weekends.



**SERVICE TO / SERVICIO A**

- Pomona Fairplex
- Pomona Fairplex Park-and-Ride
- Diamond Bar
- Diamond Bar West Park-and-Ride
- Diamond Bar (Pathfinder) Park-and-Ride
- Brea
- Brea Park-and-Ride
- Brea Mall
- Anaheim
- Anaheim Stadium
- Anaheim Metrolink/Amtrak Station
- Orange
- UCI Medical Center
- The Block at Orange
- OCTA Store
- St. Joseph's CHOC Hospitals
- Santa Ana
- MainPlace Mall
- County Courthouse
- Santa Ana Civic Center
- Fonald Reagan Federal Courthouse
- Santa Ana Transit Terminal

**LEGEND / LEGENDA**

- Scheduled Departure
- Regular Routing
- Northbound Only
- FT = Foothill Transit
- Numbers on streets indicate transfers.
- Números en la calle indican transferencias.

Route 757/052108

**MONDAY - FRIDAY: Southbound**  
**TO: Downtown Santa Ana**

Fairplex Park-and-Ride	Diamond Bar Park-and-Ride	Pathfinder Park-and-Ride	State College & Lambert	Brea Mall	The City & Chapman (F)	Santa Ana MainPlace (F)	Flower & Santa Ana (F)
5:40	5:58	6:08	6:19	6:23	6:41	6:51	7:00
6:10	6:28	6:38	6:49	6:53	7:11	7:21	7:30

AM

F = Times are approximate

**SOUTHBOUND**

- From Pomona Fairplex Park-and-Ride to Brea Mall, passengers may board and alight at all designated 757 stops.
- From Katella & Howell to Flower & Santa Ana, passengers will be discharged only.
- Passengers may be transported locally in the area between Katella & Howell and Flower & Santa Ana, subject to the availability of seats and payment of appropriate fare.

**MONDAY - FRIDAY: Northbound**  
**TO: Pomona**

Santa Ana & Flower	Santa Ana MainPlace	The City & Chapman	Brea Mall	State College & Lambert	Pathfinder Park-and-Ride	Diamond Bar Park-and-Ride	Fairplex Park-and-Ride
4:40	4:57	5:09	5:40	5:44	5:59	6:10	6:21
5:10	5:27	5:39	6:05	6:09	6:24	6:35	6:46

PM

**NORTHBOUND**

- From Santa Ana Blvd & Flower to Katella & Howell, passengers may board only.
- From Brea Mall to Pomona Fairplex Park-and-Ride, passengers may board and alight at all designated 757 stops.

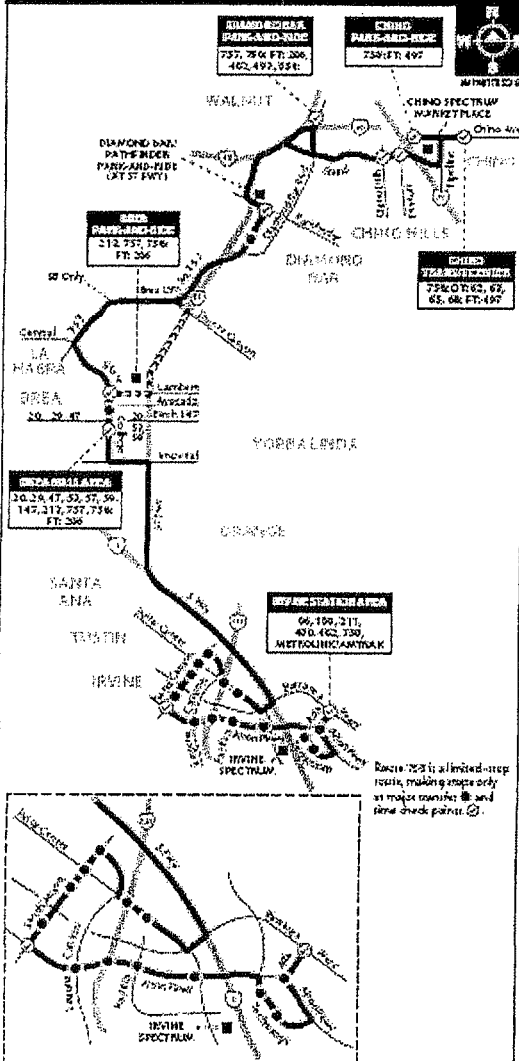
**PLEASE NOTE:**

This route is operated using new mid-size buses with added amenities.

# Route 758 Chino to Irvine Spectrum Express

via 57 Fwy / 5 Fwy

NOTE: Limited Stop Service.  
No service on weekends.



**SERVICE TO / SERVICE #**

Chino  
- Chino Transit Center  
- Chino Park-and-Ride  
Diamond Bar  
- Diamond Bar Park-and-Ride  
- Park-and-Ride  
Brea  
- Brea/Lambert Park-and-Ride  
- Brea Mall  
Irvine  
- Irvine Spectrum  
- Irvine Spectrum Area (Metrolink/Amtrak)

**LEGEND / REFERRA**

○ Scheduled Departure  
— Regular Routing  
--- Northbound Only

FT - Foothill Transit  
OT - OMINTRANS

Numbers on streets indicate transfers.  
Numbers in callouts indicate bus numbers.

Route 758/373-108

## MONDAY - FRIDAY: Southbound

TO: Irvine Transportation Center

Chino Transit Center	Chino Park-and-Ride	Grand & Peyton	Grand & Chino Hills	Diamond Bar Park-and-Ride	Parkland Park-and-Ride	State College & Lambert	Brea Mall	Alton & Sand Canyon (FT)	Irvine Transportation Center (FT)	
5:33	5:39	5:46	5:49	5:58	6:00	6:19	6:23	6:58	7:16	AM
6:02	6:09	6:16	6:19	6:28	6:30	6:49	6:53	7:28	7:46	

F = Times are approximate

## MONDAY - FRIDAY: Northbound

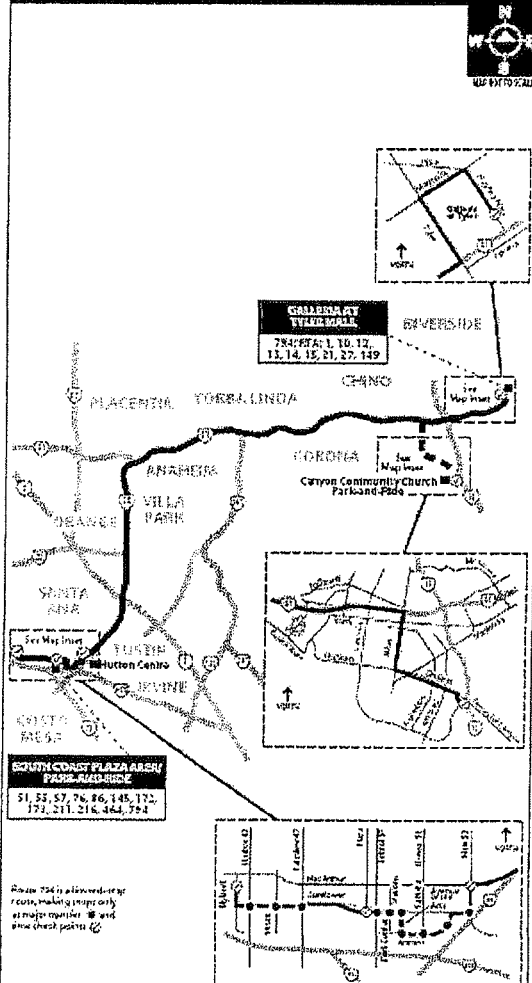
TO: Chino Transit Center

Irvine Transportation Center	Sand Canyon & Alton	Brea Mall	State College & Lambert	Parkland Park-and-Ride	Diamond Bar Park-and-Ride	Grand & Chino Hills (FT)	Grand & Peyton (FT)	Chino Park-and-Ride (FT)	Chino Transit Center (FT)	
4:16	4:27	5:46	5:44	5:59	6:10	6:25	6:28	6:39	6:49	PM
4:46	5:07	6:05	6:09	6:24	6:35	6:50	6:53	7:04	7:14	

F = Times are approximate

PLEASE NOTE:  
This route is operated using new mid-size buses with added amenities.

# Route 794 Riverside/Corona to South Coast Metro Express via 91 Fwy / 55 Fwy



**SERVICIO TO / SERVICIO A**

Riverside  
 - Galleria at Tyler  
 Corona  
 - Canyon Community Church  
 Parkland Plaza  
 Santa Ana  
 - Hutton Centre  
 Costa Mesa  
 - South Coast Plaza  
 - South Coast Metro

**LEGEND / LEYENDA**

Scheduled Departure  
 794 Riverside to South Coast Metro  
 794A Corona to South Coast Metro

Numbers on streets indicate transfers.  
 Números en las calles indican transferencias.

Route 794/0721 08

**MONDAY - FRIDAY: Westbound**  
**TO: South Coast Metro**

Galleria at Tyler	Canyon Community Church	Main St. Arthur (Santa Ana) (F)	Sunflower & Plaza (F)	Heiland & Sycam. (F)	
5:13	---	5:36	6:05	6:19	AM
5:42	---	6:03	6:40	6:56	
5:59	---	7:03	7:10	7:26	
6:22	---	7:33	7:40	7:56	
7:37	---	8:33	8:40	8:56	

F = Times are approximate

**MONDAY - FRIDAY: Eastbound**  
**TO: Riverside/Corona**

Heiland & Sycam.	Sunflower & Plaza	Main St. Arthur (Santa Ana)	Canyon Community Church	Galleria at Tyler	
3:30	3:40	3:45	---	4:39	PM
4:05	4:15	4:20	---	5:17	
4:10	4:20	4:25	5:23	---	
4:35	4:45	4:52	---	5:50	
5:05	5:15	5:22	---	6:23	
5:10	5:20	5:28	6:29	---	
5:55	6:05	6:11	---	7:03	

**PLEASE NOTE:**  
 This route is operated using new mid-size buses with added amenities.

Orange County Transportation Authority  
 Annual Service Statistics  
 July 2009 Service

ATTACHMENT 4

Local Fixed Route (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
75	6812:00	446:20	7258:20	90,386.40	13,780.00	104,166.40
131	2548:00	216:40	2764:40	34,647.60	6,214.00	40,861.60
147	2561:00	1950:00	4511:00	42,668.60	50,674.00	93,342.60
164	3445:00	325:00	3770:00	55,783.00	11,525.80	67,308.80
172	7106:40	866:40	7973:20	89,107.20	20,846.80	109,954.00
173	10894:00	953:20	11847:20	142,058.80	23,215.40	165,274.20
175	8376:20	238:20	8614:40	108,677.40	5,371.60	114,049.00
188	6942:00	1399:40	8341:40	102,489.40	28,678.00	131,167.40
191	21866:00	4255:20	26121:20	318,214.00	133,725.80	451,939.80
193	4142:40	281:40	4424:20	60,413.60	10,244.00	70,657.60
212	1187:20	866:40	2054:00	27,463.80	22,386.00	49,849.80
216	654:20	593:40	1248:00	13,686.40	14,175.20	27,861.60
693	4004:00	346:40	4350:40	39,897.00	12,532.00	52,429.00
TOTAL	80539:20	12740:00	93279:20	1,125,493.20	353,368.60	1,478,861.80

Local Fixed Route (Saturday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
172	1370:12	148:12	1518:24	17,180.28	3,740.36	20,920.64
191	2575:44	277:20	2853:04	34,242.00	8,486.40	42,728.40
193	665:36	60:40	726:16	9,817.08	2,185.56	12,002.64
693	670:48	69:20	740:08	6,692.40	2,506.40	9,198.80
TOTAL	5282:20	555:32	5837:52	67,931.76	16,918.72	84,850.48

Local Fixed Route (Sunday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
172	994:56	173:20	1168:16	12,729.60	4,169.36	16,898.96
191	2459:36	260:00	2719:36	32,936.28	7,924.80	40,861.08
193	665:36	60:40	726:16	9,817.08	2,185.56	12,002.64
693	670:48	69:20	740:08	6,692.40	2,506.40	9,198.80
TOTAL	4790:56	563:20	5354:16	62,175.36	16,786.12	78,961.48

Express (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
757	1599:00	1386:40	2985:40	32,453.20	47,216.00	79,669.20
758	2223:00	1126:40	3349:40	52,655.20	37,232.00	89,887.20
794	4805:40	4792:40	9598:20	139,011.60	173,399.20	312,410.80
TOTAL	8627:40	7306:00	15933:40	224,120.00	257,847.20	481,967.20

Orange County Transportation Authority  
 Annual Service Statistics  
 July 2009 Service

ATTACHMENT 4

Route	Stationlink (Weekday)			Stationlink (Weekday)		
	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
410	918:40	897:00	1815:40	6,697.60	17,877.60	24,575.20
411	767:00	901:20	1668:20	7,095.40	19,684.60	26,780.00
430	1495:00	1612:00	3107:00	13,816.40	40,965.60	54,782.00
463	2803:40	1950:00	4753:40	24,796.20	44,548.40	69,344.60
464	3033:20	3120:00	6153:20	51,344.80	68,744.00	120,088.80
472	2318:20	1334:40	3653:00	28,340.00	45,630.00	73,970.00
473	1984:40	1560:00	3544:40	21,450.00	42,463.20	63,913.20
480	2292:20	1521:00	3813:20	29,052.40	36,530.00	65,582.40
482	1521:00	784:20	2305:20	17,297.80	9,734.40	27,032.20
490	1971:40	1300:00	3271:40	30,167.80	33,750.60	63,918.40
TOTAL	19105:40	14980:20	34086:00	230,058.40	359,928.40	589,986.80

Orange County Transportation Authority  
 Annual Service Statistics  
 September 2009 Service

ATTACHMENT 4

Local Fixed Route (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
75	6812:00	446:20	7258:20	90,386.40	13,780.00	104,166.40
131	2548:00	216:40	2764:40	34,647.60	6,214.00	40,861.60
147	2561:00	1950:00	4511:00	42,668.60	50,674.00	93,342.60
164	3445:00	325:00	3770:00	55,783.00	11,525.80	67,308.80
172	7106:40	866:40	7973:20	89,107.20	20,846.80	109,954.00
173	10894:00	953:20	11847:20	142,058.80	23,215.40	165,274.20
175	8376:20	238:20	8614:40	108,677.40	5,371.60	114,049.00
188	6942:00	1399:40	8341:40	102,489.40	28,678.00	131,167.40
191	21866:00	4255:20	26121:20	318,214.00	133,725.80	451,939.80
193	4142:40	281:40	4424:20	60,413.60	10,244.00	70,657.60
212	1187:20	866:40	2054:00	27,463.80	22,386.00	49,849.80
216	654:20	593:40	1248:00	13,686.40	14,175.20	27,861.60
693	4004:00	346:40	4350:40	39,897.00	12,532.00	52,429.00
TOTAL	80539:20	12740:00	93279:20	1,125,493.20	353,368.60	1,478,861.80

Local Fixed Route (Saturday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
172	1370:12	148:12	1518:24	17,180.28	3,740.36	20,920.64
191	2575:44	277:20	2853:04	34,242.00	8,486.40	42,728.40
193	665:36	60:40	726:16	9,817.08	2,185.56	12,002.64
693	670:48	69:20	740:08	6,692.40	2,506.40	9,198.80
TOTAL	5282:20	555:32	5837:52	67,931.76	16,918.72	84,850.48

Local Fixed Route (Sunday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
172	994:56	173:20	1168:16	12,729.60	4,169.36	16,898.96
191	2459:36	260:00	2719:36	32,936.28	7,924.80	40,861.08
193	665:36	60:40	726:16	9,817.08	2,185.56	12,002.64
693	670:48	69:20	740:08	6,692.40	2,506.40	9,198.80
TOTAL	4790:56	563:20	5354:16	62,175.36	16,786.12	78,961.48

Express (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
757	1599:00	1386:40	2985:40	32,453.20	47,216.00	79,669.20
758	2223:00	1126:40	3349:40	52,655.20	37,232.00	89,887.20
794	4805:40	4792:40	9598:20	139,011.60	173,399.20	312,410.80
TOTAL	8627:40	7306:00	15933:40	224,120.00	257,847.20	481,967.20



Orange County Transportation Authority  
 Annual Service Statistics  
 September 2009 Service

ATTACHMENT 4

Stationlink (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
410	918:40	897:00	1815:40	6,697.60	17,877.60	24,575.20
411	767:00	901:20	1668:20	7,095.40	19,684.60	26,780.00
430	1495:00	1612:00	3107:00	13,816.40	40,965.60	54,782.00
463	2803:40	1950:00	4753:40	24,796.20	44,548.40	69,344.60
464	3033:20	3120:00	6153:20	51,344.80	68,744.00	120,088.80
472	2318:20	1334:40	3653:00	28,340.00	45,630.00	73,970.00
473	1984:40	1560:00	3544:40	21,450.00	42,463.20	63,913.20
480	2292:20	1521:00	3813:20	29,052.40	36,530.00	65,582.40
482	1521:00	784:20	2305:20	17,297.80	9,734.40	27,032.20
490	1971:40	1300:00	3271:40	30,167.80	33,750.60	63,918.40
TOTAL	19105:40	14980:20	34086:00	230,058.40	359,928.40	589,986.80

Service Conversion (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
82	15002:00	2886:00	17888:00	244,756.20	97,242.60	341,998.80
177	7241:00	303:20	7544:20	94,788.20	10,413.00	105,201.20
TOTAL	22243:00	3189:20	25432:20	339,544.40	107,655.60	447,200.00

Service Conversion (Saturday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
82	1226:20	130:00	1356:20	22,450.48	4,285.84	26,736.32
177	1141:24	78:00	1219:24	14,502.28	2,381.60	16,883.88
TOTAL	2367:44	208:00	2575:44	36,952.76	6,667.44	43,620.20

Service Conversion (Sunday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
82	1226:20	130:00	1356:20	22,450.48	4,285.84	26,736.32
177	1111:04	147:20	1258:24	14,502.28	4,544.80	19,047.08
TOTAL	2337:24	277:20	2614:44	36,952.76	8,830.64	45,783.40

Orange County Transportation Authority  
 Annual Service Statistics  
 March 2010 Service

ATTACHMENT 4

Local Fixed Route (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
75	6812:00	446:20	7258:20	90,386.40	13,780.00	104,166.40
131	2548:00	216:40	2764:40	34,647.60	6,214.00	40,861.60
147	2561:00	1950:00	4511:00	42,668.60	50,674.00	93,342.60
164	3445:00	325:00	3770:00	55,783.00	11,525.80	67,308.80
172	7106:40	866:40	7973:20	89,107.20	20,846.80	109,954.00
173	10894:00	953:20	11847:20	142,058.80	23,215.40	165,274.20
175	8376:20	238:20	8614:40	108,677.40	5,371.60	114,049.00
188	6942:00	1399:40	8341:40	102,489.40	28,678.00	131,167.40
191	21866:00	4255:20	26121:20	318,214.00	133,725.80	451,939.80
193	4142:40	281:40	4424:20	60,413.60	10,244.00	70,657.60
212	1187:20	866:40	2054:00	27,463.80	22,386.00	49,849.80
216	654:20	593:40	1248:00	13,686.40	14,175.20	27,861.60
693	4004:00	346:40	4350:40	39,897.00	12,532.00	52,429.00
TOTAL	80539:20	12740:00	93279:20	1,125,493.20	353,368.60	1,478,861.80

Local Fixed Route (Saturday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
172	1370:12	148:12	1518:24	17,180.28	3,740.36	20,920.64
191	2575:44	277:20	2853:04	34,242.00	8,486.40	42,728.40
193	665:36	60:40	726:16	9,817.08	2,185.56	12,002.64
693	670:48	69:20	740:08	6,692.40	2,506.40	9,198.80
TOTAL	5282:20	555:32	5837:52	67,931.76	16,918.72	84,850.48

Local Fixed Route (Sunday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
172	994:56	173:20	1168:16	12,729.60	4,169.36	16,898.96
191	2459:36	260:00	2719:36	32,936.28	7,924.80	40,861.08
193	665:36	60:40	726:16	9,817.08	2,185.56	12,002.64
693	670:48	69:20	740:08	6,692.40	2,506.40	9,198.80
TOTAL	4790:56	563:20	5354:16	62,175.36	16,786.12	78,961.48

Express (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
757	1599:00	1386:40	2985:40	32,453.20	47,216.00	79,669.20
758	2223:00	1126:40	3349:40	52,655.20	37,232.00	89,887.20
794	4805:40	4792:40	9598:20	139,011.60	173,399.20	312,410.80
TOTAL	8627:40	7306:00	15933:40	224,120.00	257,847.20	481,967.20

Orange County Transportation Authority  
 Annual Service Statistics  
 March 2010 Service

ATTACHMENT 4

Stationlink (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
410	918:40	897:00	1815:40	6,697.60	17,877.60	24,575.20
411	767:00	901:20	1668:20	7,095.40	19,684.60	26,780.00
430	1495:00	1612:00	3107:00	13,816.40	40,965.60	54,782.00
463	2803:40	1950:00	4753:40	24,796.20	44,548.40	69,344.60
464	3033:20	3120:00	6153:20	51,344.80	68,744.00	120,088.80
472	2318:20	1334:40	3653:00	28,340.00	45,630.00	73,970.00
473	1984:40	1560:00	3544:40	21,450.00	42,463.20	63,913.20
480	2292:20	1521:00	3813:20	29,052.40	36,530.00	65,582.40
482	1521:00	784:20	2305:20	17,297.80	9,734.40	27,032.20
490	1971:40	1300:00	3271:40	30,167.80	33,750.60	63,918.40
TOTAL	19105:40	14980:20	34086:00	230,058.40	359,928.40	589,986.80

Service Conversion (Weekday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
82	15002:00	2886:00	17888:00	244,756.20	97,242.60	341,998.80
85	22524:40	2569:40	25094:20	318,156.80	87,708.40	405,865.20
177	7241:00	303:20	7544:20	94,788.20	10,413.00	105,201.20
187	6006:00	2751:40	8757:40	102,939.20	82,773.60	185,712.80
TOTAL	50773:40	8510:40	59284:20	760,640.40	278,137.60	1,038,778.00

Service Conversion (Saturday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
82	1226:20	130:00	1356:20	22,450.48	4,285.84	26,736.32
85	1820:52	225:20	2046:12	29,357.64	7,073.56	36,431.20
177	1141:24	78:00	1219:24	14,502.28	2,381.60	16,883.88
TOTAL	4188:36	433:20	4621:56	66,310.40	13,741.00	80,051.40

Service Conversion (Sunday)

Route	Hours			Miles		
	RVH	Deadhead	VH	RVM	Deadhead	VM
82	1226:20	130:00	1356:20	22,450.48	4,285.84	26,736.32
85	1854:40	312:00	2166:40	29,357.64	9,915.36	39,273.00
177	1111:04	147:20	1258:24	14,502.28	4,544.80	19,047.08
TOTAL	4192:04	589:20	4781:24	66,310.40	18,746.00	85,056.40

**ATTACHMENT 5**

**ACTUAL OPERATING DATA**

Sep-08

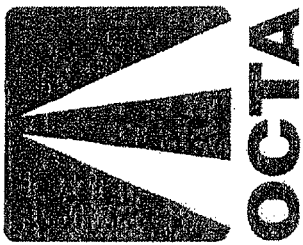
Route	Boardings	Revenue Hours	Revenue Miles	Revenue per Hour	Revenue per Mile
075	2,955	550	7,300	5.4	.4
131	1,108	205	2,799	5.4	.4
147	1,961	207	3,446	9.5	.6
164	1,878	278	4,505	6.8	.4
172	8,366	780	9,743	10.7	.9
173	10,475	880	11,476	11.9	.9
175	10,458	677	8,778	15.4	1.2
188	6,773	560	8,278	12.1	.8
191	23,674	2,201	31,503	10.8	.8
193	5,496	450	6,579	12.2	.8
212	1,118	96	2,218	11.6	.5
216	591	52	1,106	11.4	.5
410	1,289	74	541	17.4	2.4
411	1,154	62	573	18.6	2.0
430	1,931	121	1,116	16.0	1.7
463	3,298	226	2,003	14.6	1.6
464	1,433	245	4,147	5.8	.3
472	4,030	190	2,289	21.2	1.8
473	1,711	163	1,733	10.5	1.0
480	4,123	185	2,347	22.3	1.8
482	3,418	123	1,397	27.8	2.4
490	1,619	159	2,437	10.2	.7
693	2,275	440	4,381	5.2	.5
757	1,112	136	2,641	8.2	.4
758	1,184	187	4,171	6.3	.3
794	5,511	388	11,228	14.2	.5
	108,941	9,635	138,735	11.3	.8

Aug-08

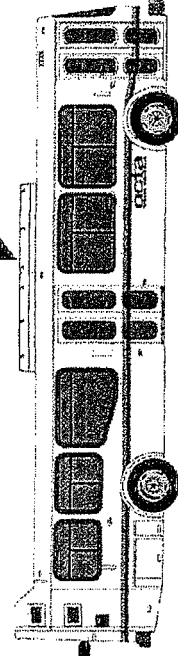
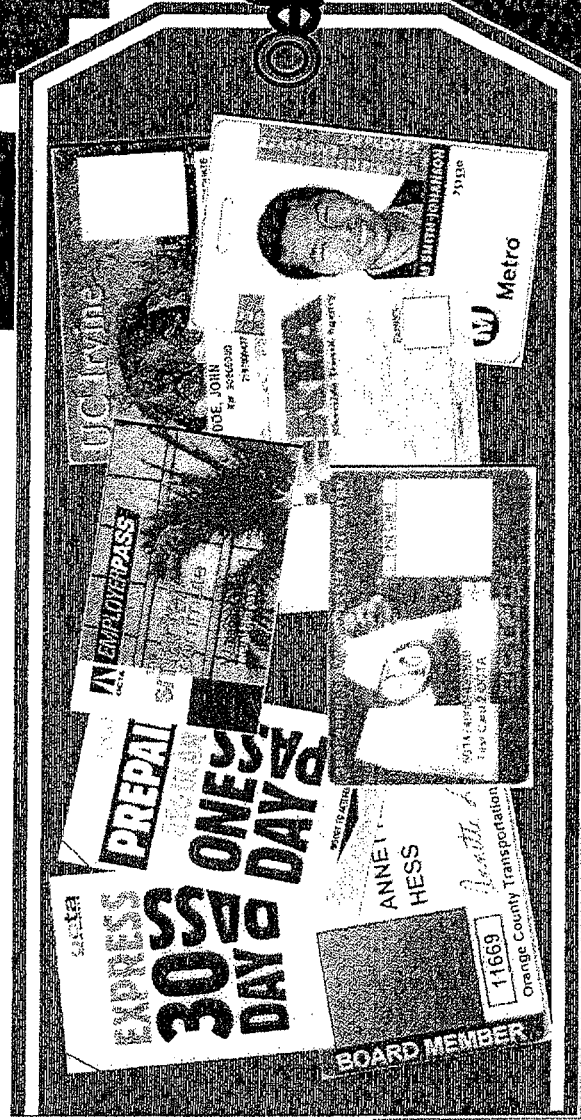
Route	Boardings	Revenue Hours	Revenue Miles	Revenue per Hour	Revenue per Mile
075	3,069	550	7,300	5.6	.4
131	1,152	204	2,799	5.6	.4
147	2,109	207	3,446	10.2	.6
164	2,145	278	4,505	7.7	.5
172	8,381	813	10,073	10.3	.8
173	10,469	880	11,478	11.9	.9
175	9,080	677	8,778	13.4	1.0
188	5,367	559	8,278	9.6	.6
191	21,362	2,250	32,161	9.5	.7
193	4,615	463	6,768	10.0	.7
212	993	96	2,218	10.3	.4
216	517	51	1,106	10.1	.5
410	1,309	74	541	17.7	2.4
411	1,142	62	573	18.4	2.0
430	2,092	121	1,116	17.3	1.9
463	3,486	226	2,003	15.4	1.7
464	1,448	245	4,147	5.9	.3
472	3,967	194	2,289	20.4	1.7
473	1,550	166	1,733	9.3	.9
480	4,373	185	2,347	23.6	1.9
482	3,979	123	1,397	32.3	2.8
490	1,467	159	2,437	9.2	.6
693	1,727	452	4,509	3.8	.4
757	1,101	144	2,667	7.6	.4
758	1,182	197	4,060	6.0	.3
794	5,457	388	11,228	14.1	.5
	103,539	9,764	139,957	10.6	.7

Jul-08

Route	Boardings	Revenue Hours	Revenue Miles	Revenue per Hour	Revenue per Mile
075	3,647	576	7,648	6.3	.5
131	1,268	214	2,932	5.9	.4
147	2,107	217	3,610	9.7	.6
164	2,350	292	4,720	8.0	.5
172	9,484	815	10,085	11.6	.9
173	11,087	922	12,024	12.0	.9
175	10,926	709	9,196	15.4	1.2
188	6,032	585	8,672	10.3	.7
191	23,416	2,285	32,727	10.2	.7
193	4,518	466	6,811	9.7	.7
212	1,030	100	2,324	10.3	.4
216	578	54	1,158	10.7	.5
410	1,366	78	567	17.5	2.4
411	1,092	62	573	17.6	1.9
430	2,047	127	1,169	16.1	1.8
463	3,971	237	2,098	16.8	1.9
464	1,640	257	4,345	6.4	.4
472	4,027	203	2,398	19.8	1.7
473	1,663	173	1,815	9.6	.9
480	4,830	194	2,458	24.9	2.0
482	4,673	129	1,464	36.2	3.2
490	1,534	167	2,553	9.2	.6
693	1,940	455	4,534	4.3	.4
757	1,181	151	2,794	7.8	.4
758	1,410	207	4,254	6.8	.3
794	5,719	407	11,763	14.1	.5
	113,536	10,082	144,692	11.3	.8



# 2008 Fare Matrix



For Changes Contact:  
Rocio Sanchez  
(714) 560-5978  
rsanchez@octa.net

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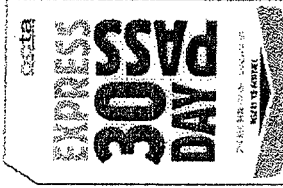
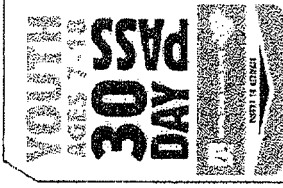
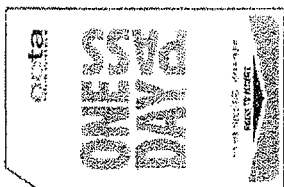
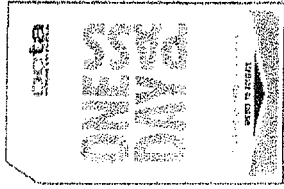

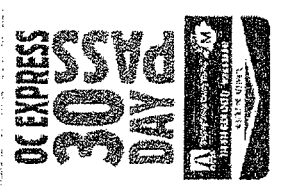
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**PRE-PAID OCTA PASSES**

LACMITA, RTA AND NORTH COUNTY TRANSIT DISTRICT HONOR OCTAPASSES IN ORANGE COUNTY, LONG BEACH, NORWALK, LA MIRADA, AND LAGUNA BEACH DO NOT HONOR THEM

FARE TYPE	OCTA 30 DAY REGULAR PASS	OCTA 30 DAY SENIOR & DISABLED PASS	OCTA 30 DAY EXPRESS PASS	OCTA YOUTH 30 DAY PASS
PRICE	\$45.00	\$15.00	\$128.00	\$26.00
FIXED ROUTE	YES	YES	YES	YES
75/758/EXPRESS	YES+ \$1.25	YES+ \$1.75	YES	YES+ \$1.25
701/721/EXPRESS	YES+ \$2.50	YES+ \$2.85	YES	YES+ \$2.50
ADA ACCESS	NO	NO	NO	NO
				
FARE TYPE	OCTA DAY PASS	OCTA SENIOR & DISABLED DAY PASS	PROMOTIONAL PASS	OCTA 30 DAY "OC EXPRESS PASS"
PRICE	\$3.00	\$1.00	---	\$86.00
FIXED ROUTE	YES	YES	YES	YES
75/758/EXPRESS	YES+ \$1.25	YES+ \$1.75	YES+ \$1.25	YES
701/721/EXPRESS	YES+ \$2.50	YES+ \$2.85	YES+ \$2.50	YES+ \$1.25
ADA ACCESS	NO	NO	NO	YES
				

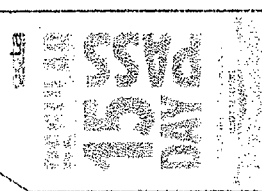
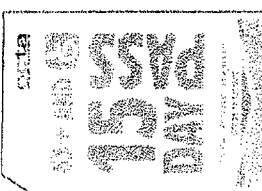
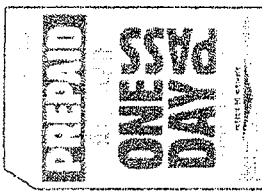
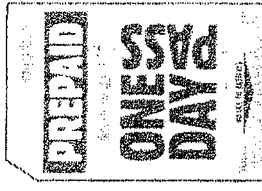

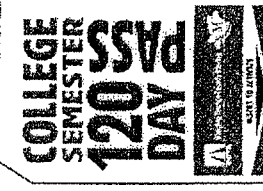
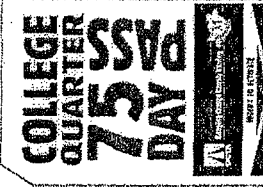
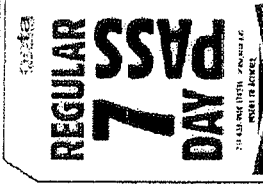

NOTE: THE DESIGN FOR BOTH REGULAR ONE DAY PASS AND SENIOR & DISABLED DAY PASS ARE THE SAME, ONLY DIFFERENCE IS THE PRICE.

**NOTES:**

1. LOOK FOR THE DATE STAMPED ON THE BACK OF EACH PASS.
2. IF CARD IS ILLEGIBLE USE THE "READ CARD" OPTION ON THE FARE BOX.

**PRE-PAID OCTA PASSES**

LACMTA, RTA AND NORTH COUNTY TRANSIT DISTRICT HONOR OCTAPASSES IN ORANGE COUNTY.  
LONG BEACH, NORWALK, LA MIRADA, AND LAGUNA BEACH DO NOT HONOR THEM


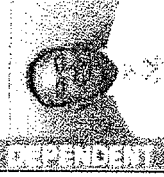



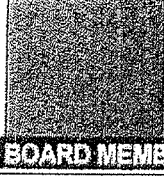


FARE TYPE	OCTA 15 DAY REGULAR PASS	OCTA 15 DAY SENIOR & DISABLED PASS	OCTA PRE-PAID DAY REGULAR PASS	OCTA PRE-PAID DAY REGULAR PASS SENIOR & DISABLED PASS
PRICE	\$26.00	\$15.00	\$3.00	\$1.00
FIXED ROUTE	YES	YES	YES	YES
757/58 EXPRESS	YES+ \$1.25	YES+ \$1.75	YES+ \$1.25	YES+ \$1.75
701/217/219 EXPRESS	YES+ \$2.50	YES+ \$2.85	YES+ \$2.50	YES+ \$2.85
ADA ACCESS	NO	NO	NO	NO
				
YOUTH SUMMER PASS	OCTA COLLEGE SEMESTER PASS	OCTA COLLEGE QUARTER PASS	OCTA 7 DAY REGULAR PASS	OCTA 7 DAY SENIOR & DISABLED PASS
\$40.00	\$120.00	\$75.00	\$15.00	\$5.00
YES	YES	YES	YES	YES
YES+ \$1.25	YES+ \$1.25	YES+ \$1.25	YES+ \$1.25	YES+ \$1.75
YES+ \$2.50	YES+ \$2.50	YES+ \$2.50	YES+ \$2.50	YES+ \$2.85
NO	NO	NO	NO	NO
				

**NOTES:**

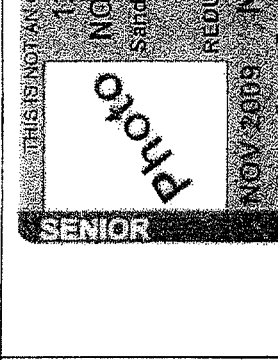
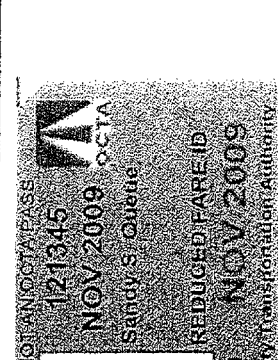
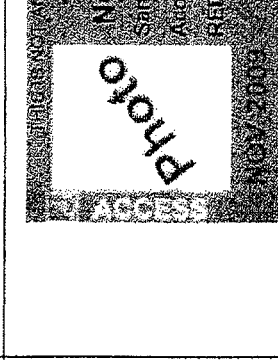
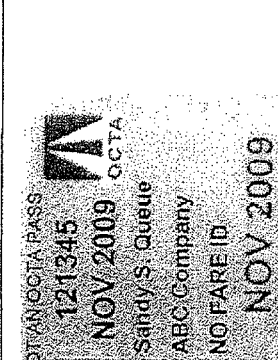
1. LOOK FOR THE DATE STAMPED ON THE BACK OF EACH PASS.
2. IF CARD IS ILLEGIBLE USE THE "READ CARD" OPTION ON THE FARE BOX.



**OCTA BADGE IDENTIFICATION CARD**

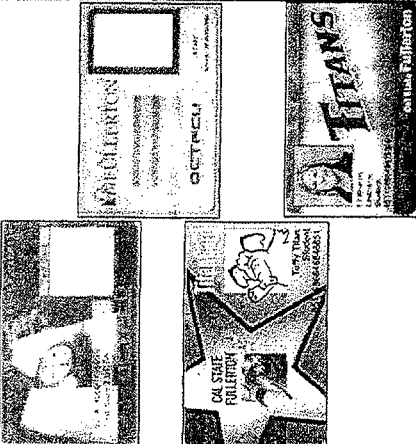
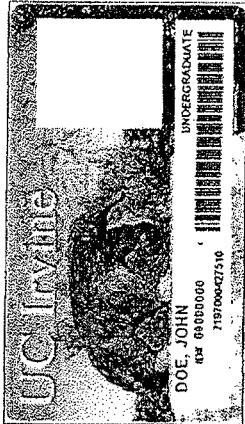


<b>FARE TYPE</b>	<b>OCTA EMPLOYEE PASS</b>	<b>OCTA DEPENDENT PASS</b>	<b>OCTA RETIREE PASS</b>
<b>FIXED ROUTE</b>	YES	YES	YES
<b>75/77/58/EXPRESS</b>	YES	YES	YES
<b>70/172/175/4/EXPRESS</b>	YES	YES	YES
<b>ADA ACCESS</b>	YES FOR ADA ELIGIBLE RIDERS	YES FOR ADA ELIGIBLE RIDERS	NO
<b>COLOR OF LEFT PANEL</b>	BROWN	ORANGE	PURPLE
			
E# 01234 JOHN SMITH	D# 01234-01 JOHN SMITH	R# 01234 JOHN SMITH	C# 01234 JOHN SMITH KIMCO
10315 Orange County Transportation Authority	10315 Orange County Transportation Authority	10315 Orange County Transportation Authority	10315 Orange County Transportation Authority
<b>FARE TYPE</b>	<b>OCTA INTERN PASS</b>	<b>OCTA BOARD MEMBER PASS</b>	<b>OCTA CONTRACTOR ID (NOT A PASS)</b>
<b>FIXED ROUTE</b>	YES	YES	NO
<b>75/77/58/EXPRESS</b>	YES	YES	NO
<b>70/172/175/4/EXPRESS</b>	YES	YES	NO
<b>ADA ACCESS</b>	NO	YES FOR ADA ELIGIBLE RIDERS	NO
<b>COLOR OF LEFT PANEL</b>	RED	BLUE	GRAY
			
I# 01234 JOSE SMITH	B# 01710 ANNETTE L. HESS	B# 01710 ANNETTE L. HESS	THIS IS NOT AN OCTA PASS C# 01234 JOHN SMITH KIMCO
10315 Orange County Transportation Authority	11669 Orange County Transportation Authority	10315 Orange County Transportation Authority	10315 Orange County Transportation Authority

**REDUCED FARE  
OCTA ID CARD**

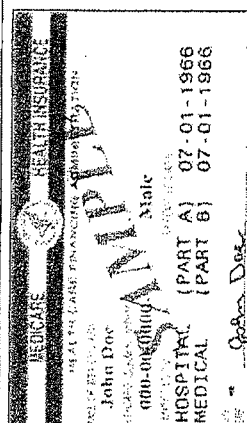
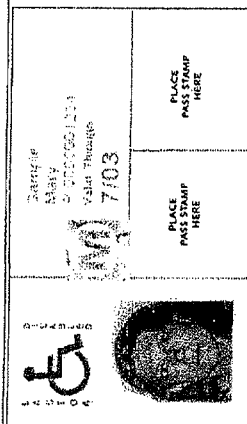
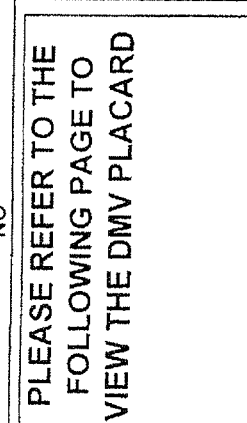
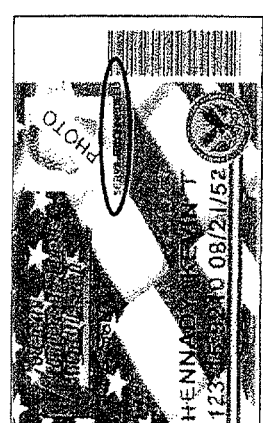
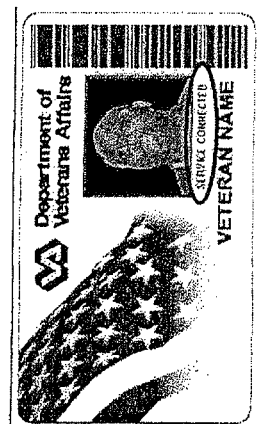
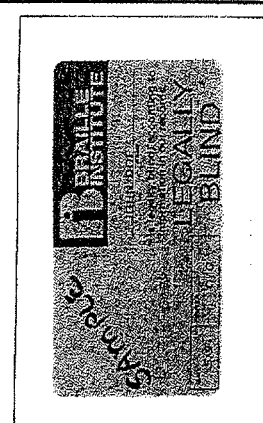
<p><b>FARE TYPE</b> YES+</p> <p><b>FIXED ROUTE</b> 757/758/EXPRESS 701/721/794/EXPRESS</p> <p><b>ADA ACCESS</b> CARD COLOR IS ALL</p>	<p><b>OCTA DISABLED/REDUCED FARE ID</b> YES+</p> <p>\$ .50 PER BOARDING OR \$1.00 FOR DAY PASS</p> <p>YES+ \$2.25 YES+ \$3.35</p> <p>NO BLUE</p>	<p><b>OCTA SENIOR CITIZEN ID</b> YES+</p> <p>\$ .50 PER BOARDING OR \$1.00 FOR A DAY PASS</p> <p>YES+ \$2.25 YES+ \$3.35</p> <p>NO RED</p>
<p>NOTE: DATE ON REDUCED FARE ID IS THE EXPIRATION DATE.</p>		
<p><b>FARE TYPE</b> YES</p> <p><b>FIXED ROUTE</b> 757/758/EXPRESS 701/721/794/EXPRESS</p> <p><b>ADA ACCESS</b> CARD COLOR IS ALL</p>	<p><b>OCTA MOBILITY TRAINER-- NO FARE ID</b> YES</p> <p>\$ .25 PER BOARDING OR \$1.00 FOR DAY PASS</p> <p>NO NO YES</p> <p>GREEN</p>	<p><b>OCTA ACCESS/REDUCED FARE ID</b> YES +</p> <p>\$ .25 PER BOARDING OR \$1.00 FOR DAY PASS</p> <p>NO NO NO</p> <p>ORANGE</p>
<p>NOTE: DATE ON REDUCED FARE ID IS THE EXPIRATION DATE.</p>		

Note: Card holder may travel alone with this ID card.

# UNIVERSITY AND EMPLOYER PASS

<p><b>FARE TYPE</b></p> <p><b>NOTE: THESE PASSES ARE ONLY VALID ON 701, 721, 794 AND ACCESS WITH ADDITIONAL FARE.</b></p>	<p><b>University Pass (CSUF Card)</b></p> <ul style="list-style-type: none"> <li>- The card will be swiped like a 30 day pass.</li> <li>- The card includes photo of cardholder.</li> <li>- No Confirmation of photo is necessary.</li> <li>- Please report suspicious activity or patterns.</li> <li>- Cards are not transferable to others.</li> </ul> 	<p><b>University Pass (UCI Card)</b></p> <ul style="list-style-type: none"> <li>- UCI students/staff/faculty must have their card activated at UCI Parking &amp; Transportation ctr, or UC Items.</li> <li>- The card will be swiped like a 30 day pass.</li> <li>- Card includes photo of cardholder.</li> <li>- Cards are not transferable to others.</li> <li>- No confirmation of photo is necessary.</li> <li>- Please report suspicious activity or patterns.</li> </ul> 	<p><b>Annual Employer Pass</b></p> <ul style="list-style-type: none"> <li>- No date stamp validation required only swiped.</li> <li>- Date range is printed on the back.</li> <li>- Operator does not need to look on the back.</li> <li>- The card is thick and Employer's name is on the front of the pass.</li> </ul> 
<p><b>FIXED ROUTE</b></p> <p>757/738 EXPRESS</p> <p>701/721/794 EXPRESS</p> <p>ADA ACCESS</p>	<p><b>OCTA FARE COUPONS</b></p>		
<p><b>ACCESS FARE COUPON - \$2.25</b></p> <p>NO</p> <p>NO</p> <p>NO</p> <p>YES FOR ADA ELIGIBLE RIDERS</p>	<p><b>ACCESS DOOR-TO-DOOR FARE COUPON - \$5.00</b></p> <p>NO</p> <p>NO</p> <p>NO</p> <p>YES FOR DOOR-TO-DOOR SERVICE ONLY</p>		

# IDENTIFICATION CARD

<b>FARE TYPE</b> FIXED ROUTE 757/758 EXPRESS 701/721/794 EXPRESS ADA ACCESS	<b>MEDICARE CARD</b> YES + \$.50/RIDE OR \$1 FOR DAY PASS YES + \$ 2.25 YES + \$ 3.35 NO	<b>DISABLED CARD</b> YES + \$.50/RIDE OR \$1 FOR DAY PASS YES + \$ 2.25 YES + \$ 3.35 NO	<b>DMV PLACARD ID RECEIPT</b> YES + \$.50/RIDE OR \$1 FOR DAY PASS YES + \$ 2.25 YES + \$ 3.35 NO
			
	<b>VETERANS ID CARD</b> YES + \$.50/RIDE OR \$1 FOR DAY PASS YES + \$ 2.25 YES + \$ 3.35 NO	<b>NEW VETERANS ID CARD</b> YES + \$.50/RIDE OR \$1 FOR DAY PASS YES + \$ 2.25 YES + \$ 3.35 NO	<b>BRAILLE INSTITUTE ID CARD</b> YES + \$.50/RIDE OR \$1 FOR DAY PASS YES + \$ 2.25 YES + \$ 3.35 NO
<b>VETERANS ID NOTE:</b> MUST SAY "SERVICE CONNECTED" UNDER PICTURE FOR DISABLED PASS.  PURPLE VETERAN ID IS STILL ACCEPTED.			
	Please Check for "SERVICE CONNECTED" Status under the Photo	NOTE: THESE STICKERS MUST BE ON THE BOTTOM LOWER RIGHT PLEASE REFER TO THE FOLLOWING PAGE TO VIEW THE DMV PLACARD	Please Check for "SERVICE CONNECTED" Status as circled

# COURTESY FARES

CALIFORNIA PEACE OFFICER/FIRE PERSONNEL/  
MILITARY FREE FARE

On October 22, 2001, the Board of Directors approved the following revised fare policy allowing California Peace Officers, firefighters and military personnel to ride free on any regularly scheduled local fixed-route bus.

"A California Peace Officer is any sworn officer of the law, including city police officers county sheriff's and marshal's deputies, district attorney investigators, college/university police officers, police reserve officers and State Highway Patrol officers with an identification card and badge issued by the employing agency which clearly states that the person is a sworn California Peace Officer. Firefighters personnel include all local, municipal county, state and federal firefighters with an identification card and badge issued by the employing agency which clearly states that the person is a sworn firefighter. Military personnel include active participants in the United States armed forces while in uniform or with a valid military identification card.

DEPARTMENT OF MOTOR VEHICLES PLACARD NUMBER: 031941  
EXPIRES: 06/30/2006

DISABLED PERSON PLACARD IDENTIFICATION CARD/RECEIPT  
DATE ISSUED: 06/30/2006  
DATE NEXT REQUIRED: 06/30/2011

TYPE: N1  
DOB: 06/03/1959

ISSUED TO  
LANCASTER, PIERRECA J  
2775 9TH ST APT 207  
PO BOX 2754  
CYPRESS CA 94658

PLACARD IDENTIFICATION CARD/RECEIPT

NOTE: THIS IS A NEW EXAMPLE OF A "DMV DISABLED PERSON PLACARD IDENTIFICATION CARD/RECEIPT". THIS RECEIPT IS AN ACCEPTABLE FORM OF IDENTIFICATION.

PLACARDS ALONE ARE NOT ACCEPTABLE!

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

When your placard is properly displayed, you may park in or on:

- Disabled person parking spaces (blue zones)
- Metered zones without paying
- Green zones without restrictions to time limits.
- Streets and other public parking privileges are given residents and merchants.
- Red, Yellow, White or Tow Away Zones.
- Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- Display a placard unless the disabled owner is being transported.
- Loan your placard to anyone, including family members.
- Misuse is a misdemeanor (section 4461 VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

Purchase of fuel (Business & Professions Code 13660): State law requires service stations to refund a portion of the price of fuel for persons who are disabled persons' vehicle at self-service unless receipt self-service facilities with only one cashier.

DEPARTMENT OF MOTOR VEHICLES PLACARD NUMBER: 75161J  
EXPIRES: 06/30/2006

DISABLED PERSON PLACARD IDENTIFICATION CARD/RECEIPT  
DATE ISSUED: 04/03/2007

TYPE: N1  
DOB: 06/03/1959

ISSUED TO  
LANCASTER, PIERRECA J  
2775 9TH ST APT 207  
PO BOX 2754  
CYPRESS CA 94658

PLACARD IDENTIFICATION CARD/RECEIPT

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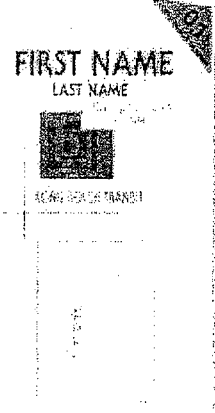
Purchase of fuel (Business & Professions Code 13660): State law requires service stations to refund a portion of the price of fuel for persons who are disabled persons' vehicle at self-service unless receipt self-service facilities with only one cashier.

# TRANSIT EMPLOYEE ID CARD

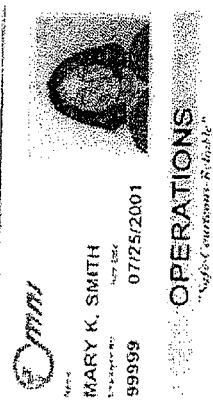
**FIXED ROUTE**  
**7501/58 EXPRESS**  
**701/2479 EXPRESS**  
**ADA ACCESS**

YES  
 YES  
 YES  
 NO

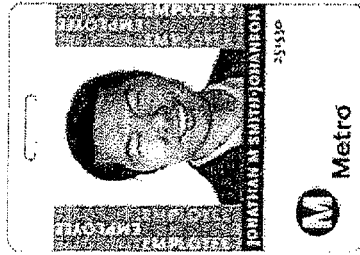
LONG BEACH TRANSIT



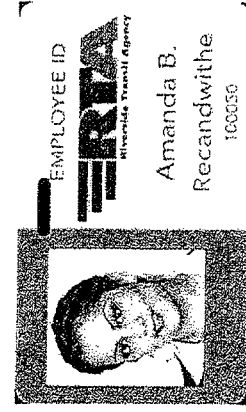
OMNITRANS



MTA EMPLOYEE



RTA EMPLOYEE ID

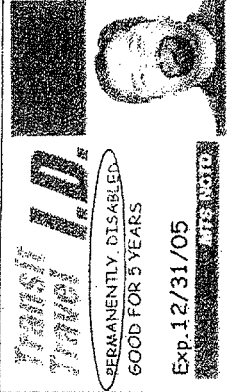
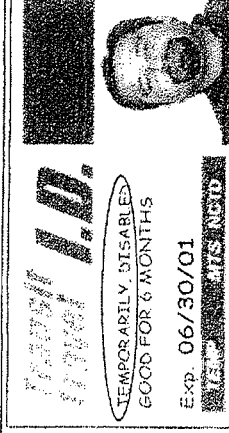


NOTE: TEMPORARY  
 EMPLOYEE, DEPENDENT,  
 TEMPORARY  
 DEPENDENT, BOARD OF  
 DIRECTORS AND  
 RETIREE PASSES SHALL  
 BE HONORED THE SAME  
 AS EMPLOYEE PASS.

**RTA AND NCTD DAILY AND MONTHLY PASSES**

RTA PASSES	
<p><b>FARE TYPE</b></p> <p>NOTE: HONORED ONLY ON DIRECTLY CONNECTING OCTABUS ROUTES.</p> <p>PASSES ACCEPTED INCLUDE: DISABLED, YOUTH AND SENIOR PASSES. PASS TYPE WILL BE INDICATED IN THE CIRCLED REGION.</p>	 
<p><b>FARE TYPE</b></p> <p>NOTE: HONORED ONLY ON DIRECTLY CONNECTING OCTABUS ROUTES.</p> <p>PASSES ACCEPTED INCLUDE: YOUTH PASS AND SENIOR/DISABLED PASS. THESE ARE NCTD SAMPLES ONLY. DATE AND COLOR MAY CHANGE.</p>	<p style="text-align: center;"><b>NCTD MONTHLY PASSES</b></p>   

**NCTD ID**

NCTD REDUCED FARE ID	
<p><b>FARE TYPE</b></p> <p><b>FIXED ROUTE</b></p> <p>757/758 EXPRESS</p> <p>701/721/794 EXPRESS</p> <p><b>ADA ACCESS</b></p>	<p>YES + \$.50 PER BOARDING OR \$1.00 FOR DAY PASS</p> <p>YES + \$ 2.25</p> <p>YES + \$3.35</p> <p style="text-align: right;">NO</p>
<p>NOTE: ADDITIONAL PASSES ACCEPTED: SENIOR ID. STATUS WILL BE INDICATED IN THE CIRCLED REGION.</p>	 

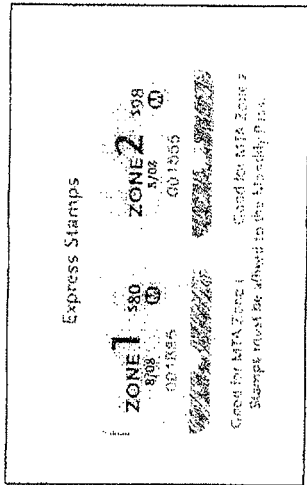
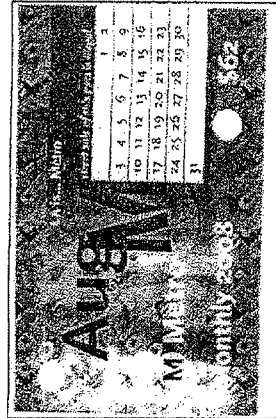
# LACMTA PASSES

## LACMTA MONTHLY PASS

### FARETYPE

OCTA WILL HONOR THE LACMTA MONTHLY PASSES ONLY ON OCTA ROUTES 1, 30, 38, 42, 46, 50, 60, 701, 721, 757 AND 758.

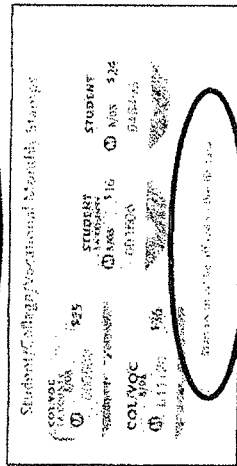
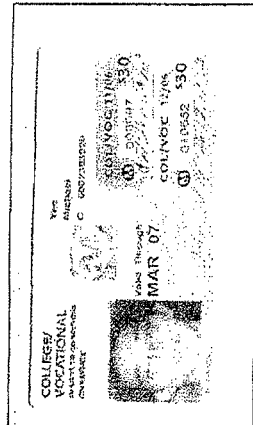
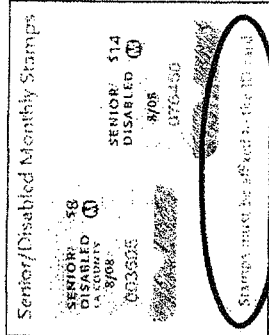
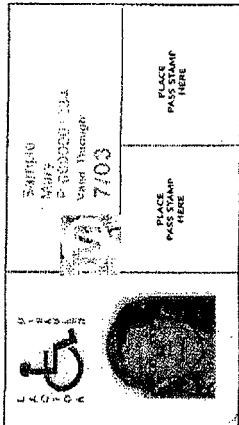
AN EQUALIZING FARE MAY BE REQUIRED.



**NOTE: COLOR OF PASS AND STICKERS WILL CHANGE ON A MONTHLY BASIS**

DISABLED 30-DAY PASS HAS A PICTURE OF THE PASSENGER.

NOTE: OCTA DOES NOT HONOR MTA DAY PASSES NOR EZ PASSES.





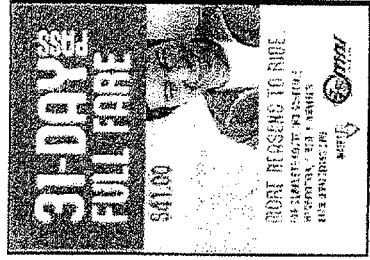
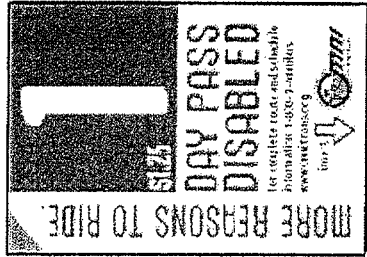
# OMNITRANS

## PASSE TYPE

PASSES ACCEPTED:  
 DAY PASS; DISABLED,  
 SENIOR AND FULL FARE  
 7-DAY PASS; DISABLED,  
 SENIOR AND FULL FARE  
 31-DAY PASS; DISABLED,  
 SENIOR, FULL FARE AND  
 STUDENT.

NOTE: HONORED ONLY  
 ON DIRECTLY  
 CONNECTING OCTABUS  
 ROUTES.

## OMNITRANS PASSES



LOOK FOR THE DATES STAMPED ON THE BACK OF EACH PASS

# LONG BEACH

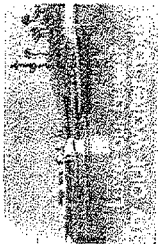
## LONG BEACH TRANSIT - DAY PASSES

### FARETYPE

COLOR OF THE  
BACKGROUND IS WHITE  
AND WRITING IS BLACK.

COLOR OF THE  
BACKGROUND IS WHITE  
AND WRITING IS BLACK.

NOTE: VALID FOR ONE  
BOARDING.



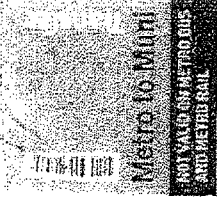
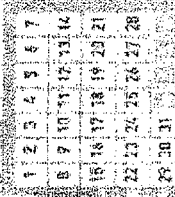
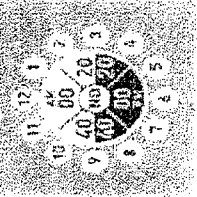
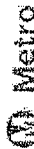

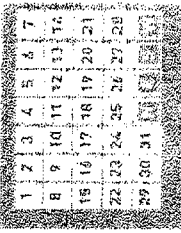
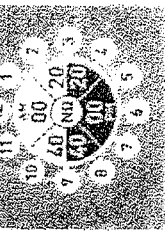
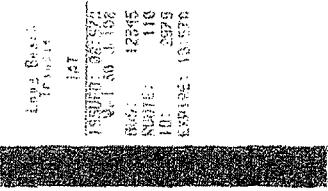
Aqualink & **ARABIANIS**

Seaside, San Bernardino, Redondo Beach,  
Agoura Hills, Encinitas, Escondido, San Marcos,  
San Luis Obispo, San Diego, San Jose, San Francisco,  
San Jose, San Jose, San Jose, San Jose, San Jose,  
San Jose, San Jose, San Jose, San Jose, San Jose,

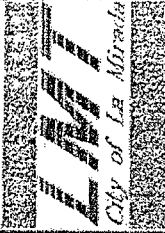
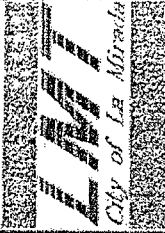
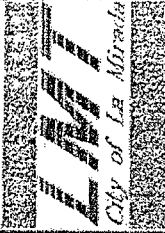
LONG BEACH TRANSIT

Long Beach  
Transit  
NO. 1234 5 2.50  
ISSUED ON: 12345  
**31 JUL 08**  
EXPIRES: 01 AUG 08  
AT 02:00P  
No. 12341385

**VALID TRANSFERS AND  
ADOPTED CASH VALUE**

FARE TYPE	LOS ANGELES COUNTY METRO TO MUNI TRANSFER	LOS ANGELES COUNTY METRO TO MUNI TRANSFERS	OTHER SYSTEMS INTER- AGENCY TRANSFER	OTHER SYSTEMS INTER- AGENCY TRANSFER CARD
<b>HONORPASS COLOR</b>	GRAY OR BLACK	WHITE OR YELLOW WITH BLACK LETTERS	BLUE	
NOTE: OCTA DOES NOT HONOR MTA DAY PASSES OR EZ PASSES.	Valid for only one boarding. Equalizing fare may be required on OCTA lines			
	 <p>Metro to Muni Muni Metro to Metro Buses and Metro Rail</p> <p>January 2004</p>  	 <p>Metro Metro to Muni Transfer 25¢</p> <p>Valid only on Muni Transfers to Muni Buses and Metro Buses and Metro Rail and only on Muni Buses and Metro Rail and only on Muni Buses and Metro Rail and only on Muni Buses and Metro Rail</p>	 <p>Inter-Agency</p> <p>FARE: 25¢ CARD NO: 12345 ISSUE DATE: 1/15/04 EXPIRE DATE: 1/31/04</p> <p>January 2004</p>  	 <p>Card No: 12345 Issue Date: 1/15/04 Expire Date: 1/31/04 Balance: \$1.00 Cardholder: John Doe Agency: MTA</p> <p>NOTE: TRANSFER CARD IS USED AS AN ALTERNATIVE TO THE TLAC-5 TRANSFER FORM. THE CARD HAS A MAGNETIC STRIP AFFIXED ON THE BACK.</p>

# VALID TRANSFERS AND ADOPTED CASH VALUE

FARE TYPE	NORTH COUNTY TRANSIT DISTRICT - TRANSFER FORM	NORTH COUNTY TRANSIT DISTRICT - TRIM TRANSFER FORM	LA MIRADA DIAL-A-RIDE	LAGUNA BEACH MUNICIPAL TRANSIT LINES																																																																																																																									
<table border="1" style="width: 100%; font-size: small;"> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>12 NOON</td></tr> <tr><td>11AM</td></tr> <tr><td>10AM</td></tr> <tr><td>9AM</td></tr> <tr><td>8AM</td></tr> <tr><td>7AM</td></tr> <tr><td>6AM</td></tr> <tr><td>5AM</td></tr> </table>	45	30	15	00	45	30	15	00	45	30	15	00	12 NOON	11AM	10AM	9AM	8AM	7AM	6AM	5AM	<p>Valid for only one boarding.</p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p style="font-size: x-small;">NORTH COUNTY TRANSIT DISTRICT</p> <p style="font-size: x-small;">BUS TRANSFER</p> <p style="font-size: x-small;">ISSUED ON: 11/14/88 15.95</p> <p style="font-size: x-small;">AT: 18:25K</p> <p style="font-size: x-small;">ROUTE: 0300</p> <p style="font-size: x-small;">EXPIRES AT: 12:58R</p> <p style="font-size: x-small;">FOR CUSTOMER SERVICE, CALL 867-2878</p> </div>	<table border="1" style="width: 100%; font-size: x-small;"> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>12 NOON</td></tr> <tr><td>11AM</td></tr> <tr><td>10AM</td></tr> <tr><td>9AM</td></tr> <tr><td>8AM</td></tr> <tr><td>7AM</td></tr> <tr><td>6AM</td></tr> <tr><td>5AM</td></tr> </table>	45	30	15	00	45	30	15	00	12 NOON	11AM	10AM	9AM	8AM	7AM	6AM	5AM	<table border="1" style="width: 100%; font-size: x-small;"> <tr><td>7</td><td>11</td><td>3</td><td>7</td><td>N</td></tr> <tr><td>8</td><td>12</td><td>4</td><td>8</td><td>S</td></tr> <tr><td>9</td><td>1</td><td>5</td><td>9</td><td>E</td></tr> <tr><td>10</td><td>2</td><td>6</td><td>10</td><td>W</td></tr> <tr><td>100</td><td>20</td><td>40</td><td></td><td></td></tr> <tr><td colspan="5">LINE NO:</td></tr> <tr><td></td><td>29</td><td></td><td>30</td><td></td></tr> <tr><td colspan="5" style="text-align: center;">  </td></tr> <tr><td colspan="5" style="text-align: center;">TRANSFER</td></tr> <tr><td colspan="5" style="text-align: center;">000000</td></tr> </table>	7	11	3	7	N	8	12	4	8	S	9	1	5	9	E	10	2	6	10	W	100	20	40			LINE NO:						29		30							TRANSFER					000000					<table border="1" style="width: 100%; font-size: x-small;"> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>12 NOON</td></tr> <tr><td>11AM</td></tr> <tr><td>10AM</td></tr> <tr><td>9AM</td></tr> <tr><td>8AM</td></tr> <tr><td>7AM</td></tr> <tr><td>6AM</td></tr> <tr><td>5AM</td></tr> </table>	45	30	15	00	45	30	15	00	12 NOON	11AM	10AM	9AM	8AM	7AM	6AM	5AM	<p>NOTE: ISSUED ONLY IN CASE OF MACHINE MALFUNCTION OR EMERGENCY</p>	<table border="1" style="width: 100%; font-size: x-small;"> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>45</td></tr> <tr><td>30</td></tr> <tr><td>15</td></tr> <tr><td>00</td></tr> <tr><td>12 NOON</td></tr> <tr><td>11AM</td></tr> <tr><td>10AM</td></tr> <tr><td>9AM</td></tr> <tr><td>8AM</td></tr> <tr><td>7AM</td></tr> <tr><td>6AM</td></tr> <tr><td>5AM</td></tr> </table>	45	30	15	00	45	30	15	00	12 NOON	11AM	10AM	9AM	8AM	7AM	6AM	5AM	<p>NOTE: VALID ON LINES 85, 89, AND 01</p>
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# VALID RAIL TICKETS AND THEIR VALUE

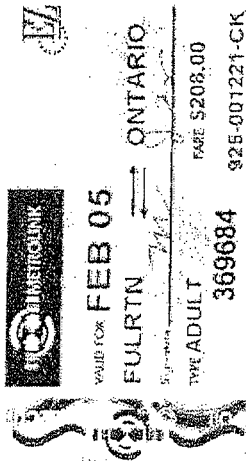
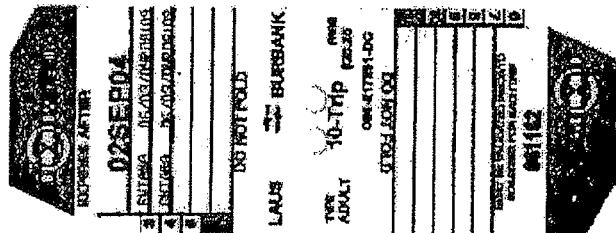
## FARE TYPE

NOTE: OCTA WILL HONOR METROLINK MONTHLY PASSES AND VALIDATED TICKETS AS FULL FARE ON ALL FIXED ROUTE BUSES, EXCEPT 701, 721, 757, 758 AND 794.

## METROLINK FARE MEDIA

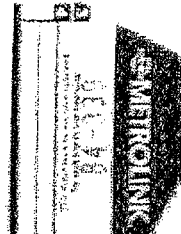
10 Trip and Complimentary 4 Trip Ticket

Monthly Pass: Adult, Youth, Senior/Disabled



Round Trip Ticket: Adult, Youth, Senior/Disabled

0900056  
 TYPE ADULT PE  
 7:13P 03JUN04  
 LAUS / BURBANK \$ 6.75  
 RETURN 006-017992-CD



One Way Ticket: Adult, Youth, Senior/Disabled

0927212  
 TYPE ADULT OP  
 6:06P 19JAN05  
 RCH CUC / NRIDGE \$ 7.50  
 925-001221-CK



## OCTA CASH FARES

FARE CATEGORY	LOCAL FIXED ROUTE	757/58 EXPRESS	701/217/24 EXPRESS
Regular Fare	\$1.25	\$2.50	\$3.75
Senior Citizen	\$0.50	\$2.25	\$3.35
Persons with Disability (Using OCTA Reduced Fare ID or other accepted forms of ID)	\$0.50	\$2.25	\$3.35

## ACCESS FARE RATES

	ACCESS	PER TRIP
Regular Fare – ADA Eligible Only Companion**		PER TRIP Regular Fare – ADA Eligible Only \$2.25
Personal Care Attendant***		PER TRIP Regular Fare – ADA Eligible Only \$2.25
Door to curb service at either pick-up or destination		No Fare on ACCESS, Full fare on Fixed Route
Door to door service at pick-up and destination		\$4.25 (\$2.25 + \$2.00 = \$4.25)
		\$6.25 (\$2.25 + \$2.00 + \$2.00 = \$6.25)

\* Pre-approved Americans with Disabilities (ADA) applicants.

\*\* A companion is anyone who travels with a senior citizen and/or persons with disabilities.

\*\*\* A Personal Care Attendant is a person who assists the ADA eligible person to board, ride, and disembark



CTS-TRIPSHEET COVER SHEET

REGION \_\_\_\_\_ DRIVER \_\_\_\_\_ SERVICE TYPE \_\_\_\_\_ SHIFT \_\_\_\_\_

START TIME \_\_\_\_\_ END TIME \_\_\_\_\_ VEHICLE # \_\_\_\_\_ DATE \_\_\_\_\_

ODOMETER READINGS:

GATE OUT \_\_\_\_\_ First P/U \_\_\_\_\_ Last Drop \_\_\_\_\_ Gate In \_\_\_\_\_

VEHICLE/SERVICE HOUR TIMES:

CODE 7

GATE OUT 10-48	IN SERVICE 10-8	FIRST P/U	LUNCH START	LUNCH END	LAST DROP 10-18	OUT SERVICE 10-19	GATE IN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

RIDERSHIP:

TOTAL PASSENGERS

(Include Inserts/Seniors)

No-Shows

Cancel

Cash  
Fare

Coupon  
Fare

Inserts

Late  
Tnps

Senior Service

(Only Group Services)

Center: \_\_\_\_\_

Center: \_\_\_\_\_

Center: \_\_\_\_\_

Passengers: \_\_\_\_\_ N/S \_\_\_\_\_

Passengers: \_\_\_\_\_ N/S \_\_\_\_\_

Passengers: \_\_\_\_\_ N/S \_\_\_\_\_

REPORTS FILED\*:

ACCIDENT YES  NO

INCIDENT YES  NO

MULTI-PURPOSE FORM YES  NO

VEHICLE/EQUIPMENT WRITE-UPS: ( Describe in comment section below.)

BREAKDOWN YES  NO

RADIO PROBLEMS YES  NO

COMMENTS/CORRECTIONS: (\*Comments for reports filed):

---



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INSERTS:

NAME	ADDRESS	CALL TIME	PICK-UP TIME	DROP TIME	FARE	ORIG. RT. #
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

ALL PORTIONS OF THE COVER PAGE AND TRIPSHEETS MUST BE FILLED OUT COMPLETELY.  
PLEASE USE MILITARY TIMES.



# Contracted Fixed Route Trip Sheet

VEHICLE NO.:	DATE:	NAME: (Please Print)		
END	VEHICLE MILES	VEHICLE TIMES	SERVICE MILES	SERVICE TIMES
START			END	
DIFF			START	
			DIFF	

LINE	DIR	BUS RUN (4 digits)	TIME		FULL FARE PASSENGERS (E100)		TRANSFERS RECEIVED	RAIL CONNECTION		PASS	COUPON USERS	SENIOR CITIZENS		HANDICAPPED		CHILD FREE	
			ARRIVING 1 <sup>st</sup> STOP	ARRIVING LAST STOP	Peak	Off Peak		BUS TO BUS	METROLINK & BUS (FREE)			AMTRAK & BUS (50¢)	PK	OFF PK	PK		OFF PK
			Circle A.M. or P.M.	Circle A.M. or P.M.													
			A.M.	A.M.													
			P.M.	P.M.													
			A.M.	A.M.													
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			P.M.	P.M.													
			A.M.	A.M.													
			P.M.	P.M.													
<b>TOTAL:</b>																	

**NOTE:** Please enter the total number of wheelchair passengers here:

**REMARKS:**

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REMINDER: Fill out the reverse side of this sheet:

Total Cash Fares \$ _____
Vault No _____

Employee's signature indicates complete and correct report
_____ (Signature)



Monthly Reporting Documents

Date	Day	Scheduled Revenue (Hours)	Lost Service (Hours)	Add. Service (Hours)	Actual (Revenue) Hours	Actual (Head) Hours	Actual (Gate to Gate) Hours	GFI Ridership	GFI Unclassified Ridership	GFI Report	GFI Unclassified Report	Scheduled Revenue Miles	Lost Service (miles)	Scheduled Deadhead Miles	Actual Gate to Gate Miles
01-Apr-08	Tue	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,127	0	\$1,481.20	\$0.00	4,328.97		1,359.11	5,688.08
02-Apr-08	Wed	309:57:00	0:22:00	0:00:00	309:35:00	49:00:00	358:35:00	3,203	0	\$1,708.70	\$0.00	4,328.97	7.00	1,359.11	5,687.08
03-Apr-08	Thu	309:57:00	0:11:00	0:00:00	309:46:00	49:00:00	358:46:00	3,174	12	\$1,763.10	\$0.00	4,328.97	6.00	1,359.11	5,682.08
04-Apr-08	Fri	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	2,983	0	\$1,593.05	\$0.00	4,328.97		1,359.11	5,688.08
05-Apr-08	Sat	109:25:00	0:00:00	0:00:00	109:25:00	11:41:00	121:06:00	839	0	\$801.60	\$0.00	1,355.40		336.96	1,692.36
06-Apr-08	Sun	99:58:00	0:00:00	0:00:00	99:58:00	11:48:00	111:48:00	497	0	\$322.40	\$0.00	1,244.70		334.41	1,579.11
07-Apr-08	Mon	307:24:00	0:00:00	0:00:00	307:24:00	49:00:00	356:24:00	2,874	0	\$1,639.85	\$0.00	4,265.87		1,359.11	5,624.98
08-Apr-08	Tue	307:24:00	0:00:00	0:00:00	307:24:00	49:00:00	356:24:00	2,961	0	\$1,598.30	\$0.00	4,265.87		1,359.11	5,624.98
09-Apr-08	Wed	307:24:00	0:00:00	0:00:00	307:24:00	49:00:00	356:24:00	3,050	0	\$1,625.30	\$0.00	4,265.87		1,359.11	5,624.98
10-Apr-08	Thu	307:24:00	0:00:00	0:00:00	307:24:00	49:00:00	356:24:00	3,042	0	\$1,675.55	\$0.00	4,265.87		1,359.11	5,624.98
11-Apr-08	Fri	307:24:00	0:00:00	0:00:00	307:24:00	49:00:00	356:24:00	2,662	0	\$1,522.60	\$0.00	4,265.87		1,359.11	5,624.98
12-Apr-08	Sat	109:25:00	0:00:00	0:00:00	109:25:00	11:41:00	121:06:00	908	0	\$552.65	\$0.00	1,355.40		336.96	1,692.36
13-Apr-08	Sun	99:58:00	0:00:00	0:00:00	99:58:00	11:50:00	111:48:00	615	0	\$403.30	\$0.00	1,244.70		334.41	1,579.11
14-Apr-08	Mon	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,033	19	\$1,681.55	\$27.25	4,328.97		1,359.11	5,688.08
15-Apr-08	Tue	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,251	0	\$1,701.96	\$0.00	4,328.97		1,359.11	5,688.08
16-Apr-08	Wed	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,032	50	\$1,690.35	\$58.00	4,328.97		1,359.11	5,688.08
17-Apr-08	Thu	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,213	0	\$1,999.20	\$0.00	4,328.97		1,359.11	5,688.08
18-Apr-08	Fri	109:25:00	0:00:00	0:00:00	109:25:00	11:41:00	121:06:00	3,044	0	\$1,732.00	\$0.00	4,328.97		1,359.11	5,688.08
19-Apr-08	Sat	99:58:00	0:00:00	0:00:00	99:58:00	11:50:00	111:48:00	753	0	\$495.25	\$0.00	1,355.40		336.96	1,692.36
20-Apr-08	Sun	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	606	0	\$390.05	\$0.00	1,244.70		334.41	1,579.11
21-Apr-08	Mon	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,023	75	\$1,657.85	\$27.60	4,328.97	18.00	1,359.11	5,670.08
22-Apr-08	Tue	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	2,709	0	\$1,447.15	\$0.00	4,328.97		1,359.11	5,688.08
23-Apr-08	Wed	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	2,801	329	\$1,537.50	\$0.00	4,328.97		1,359.11	5,688.08
24-Apr-08	Thu	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,245	0	\$1,672.70	\$181.30	4,328.97		1,359.11	5,688.08
25-Apr-08	Fri	109:25:00	0:00:00	0:00:00	109:25:00	11:41:00	121:06:00	2,965	0	\$1,684.42	\$0.00	4,328.97	18.00	1,359.11	5,670.08
26-Apr-08	Sat	99:58:00	0:00:00	0:00:00	99:58:00	11:41:00	121:06:00	710	0	\$461.80	\$0.00	1,355.40		336.96	1,692.36
27-Apr-08	Sun	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	958	0	\$589.95	\$0.00	1,244.70		334.41	1,579.11
28-Apr-08	Mon	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	2,958	0	\$1,590.20	\$1.00	4,328.97	17.80	1,359.11	5,670.28
29-Apr-08	Tue	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,258	0	\$1,700.40	\$0.00	4,328.97	19.40	1,359.11	5,688.68
30-Apr-08	Wed	309:57:00	0:00:00	0:00:00	309:57:00	49:00:00	358:57:00	3,206	0	\$1,734.85	\$0.00	4,328.97		1,359.11	5,688.08
<b>TOTAL</b>		<b>7643:41:00</b>	<b>4:39:00</b>	<b>0:00:00</b>	<b>7639:02:00</b>	<b>1172:04:00</b>	<b>8811:06:00</b>	<b>72,720</b>	<b>485</b>	<b>\$99,854.78</b>	<b>\$296.05</b>	<b>105,322.24</b>	<b>86.20</b>	<b>32,585.90</b>	<b>137,821.94</b>
					<b>7639:02:00</b>			<b>73,205</b>							

\$177.87 coverage added to CFR  
\$40,328.70

## CUSTOMER COMMENT PROCESS

Customer Relations Representatives are available to take phone calls between the hours of 7:30 a.m. and 5:30 p.m., Monday through Friday. A voice mailbox is activated during non-working hours so that customers may leave messages. These messages will be responded to the following workday. A Customer Relations Supervisor is present to take calls from customers who request a Supervisor, to verify calls, and to handle problems that a Representative might encounter while speaking with a customer.

The primary Customer Relations function is to answer all incoming telephone calls, written correspondence, and e-mails and meet with walk-in customers, involving complaints, comments, compliments, inquiries or requests and to obtain resolution in a timely manner.

The responsibilities involved in handling these communications from the public are described below. On the following pages are:

- The form used to write down the information obtained from the customer
  - A listing of some Operations complaint categories
  - The types of questions asked by Customer Relations staff when speaking with a customer
  - Samples of customer comments
  - Descriptions of the two types of Incidents
1. Answer telephones in a courteous manner, identifying the section and yourself.
  2. Fill out a Customer Daily Comment Form completely and accurately in accordance with the following guidelines:
    - a) The individual's name and address or phone number are required to file the complaint. This information will remain within Customer Relations and be kept confidential. Comments going to others within the Authority will have only the individual's name and city of residence.
    - b) All pertinent information from the individual is obtained regarding the complaint, comment or compliment. This information is entered into the C3 computer system.

- c) The C3 system will automatically route the comment to a Primary Respondent in the appropriate department for investigation and a response. The Primary Respondent is expected to respond to the comment within 10 working days.
  - d) In some instances, a bus base or responsible department will be contacted and the problem related so a response is expedited.
3. Comment will be tracked through the C3 system on a daily basis via the open comment listing.
  4. If no response is received within 10 working days, the Primary Respondent is contacted by phone and/or e-mail requesting a response.
  5. Customer receives a response back in the form of a phone call, if initially requested, letter or e-mail. Closed comment is retained in system for tracking purposes.

## INCIDENT REPORTING

Any call received from a customer which is considered to be an Incident (1A17, 1A26, 1B06, 1S15, 1S19) should be transferred to a Customer Relations Supervisor. This is defined as "An alleged Incident of a sexually oriented, racial, ethnic or other discriminatory nature" or "An alleged Incident of a physical nature." The customer is told that considering the nature of the call, he/she should speak with a supervisor. If a supervisor is not available, the customer is told that the Customer Relations Supervisor/Manager will return his/her call. The customer's name, address, and phone number are taken and the time when it would be convenient for the supervisor to call.

All incidents are reported to the Supervisor/Manager immediately. Staff also contacts the Manager of Customer Relations, Base Manager, Manager of Fixed Route Operations, and a representative from Human Resources.

# Customer Relations C3 Comment Entry Screens

Paratransit/ACCESS Comments

## Information Tab

<b>Ref#, Entry Date &amp; Entered By</b>	When entering a new comment a ref. # is automatically entered, along with the system date and time and your login ID.
<b>Received Mode</b>	How was this comment received? L = Letter P = Phone I = In-person R = After-hours Recording S = Survey Card F = Fax E = E-Mail
<b>Received Date</b>	Date Received is automatically entered and can be changed - MM.DD.YYYY
<b>Group</b>	<b>4 = Contracted Fixed Route</b>
<b>Sex</b>	M = Male F = Female This entry is used to address correspondence when required.
<b>Name</b>	Name of the customer making this comment. First name then last name.
<b>Address</b>	Street address or PO Box number of customer. Include apartment, suite or building numbers here.
<b>City</b>	Automatic when zip code is entered.
<b>State</b>	Defaults to CA, but can be changed.
<b>Zip code</b>	When you enter a valid zip code, city is entered automatically.
<b>Phone</b>	Customer's phone number including area code.
<b>Ext</b>	Telephone extension if applicable.
<b>Email</b>	Customer Email address if applicable.
<b>Caller type</b>	R = Rider (default) N = Nonrider

## Comment Information Tab

<b>Comment</b>	This field is used for the customer comment. Text may be spell checked by using the spell check tab located above the entry box.
<b>Customer Relations Action Taken</b>	This field is used for the action taken by Customer Relations in response to this comment. Text may be spell checked by using the spell check tab located above the entry box.

## Route Information

<b>Incident Date</b>	Date of incident. F4 enters the current date.
<b>Day of the week</b>	Automatic
<b>Incident time</b>	Time of incident or estimated time of arrival.
<b>First Name</b>	ACCESS Client's first name. F4 if same as caller in the Information tab.
<b>Last Name</b>	ACCESS Client's last name. Auto fill if F4 was used in the first name field.
<b>Pick-up Address #</b>	Pick-up address (number) where the customer is being picked up.
<b>Pick-up Street</b>	Pick-up street name where the customer is being picked up.
<b>Pick-up City</b>	Pick-up city where the customer is being picked up.
<b>Destination Address #</b>	Destination address (number) where the customer is being dropped off.
<b>Destination Street</b>	Destination street name where the customer is being dropped off.
<b>Destination City</b>	Destination city where the customer is being dropped off.
<b>Pick- up Time</b>	Enterpick-up time. This is the time that was given to the customer by ACCESS.
<b>Bus/Vehicle #</b>	Bus/Vehicle number if applicable.
<b>Region #</b>	Enter region from the drop down menu.

3 = CTS Admin  
A = ACCESS  
B = CFR  
C = Special Agency  
D = Eligibility  
E = Same-day Taxi

M = CTS Maintenance

<b>Operator/Driver</b>	Enter operator/driver name if applicable.
<b>Operator/Driver Badge Number</b>	Enter operator/driver badge # if applicable.
<b>Operator/Driver Description</b>	Enter details such as male/female that describe the driver.
<b>Direction</b>	Enter direction for CFR comments using Group 4.
<b>Run/Block number</b>	Enter run/block for CFR comments using Group 4.
<b>Division/Region</b>	Enter division/region for CFR comments using Group 4.
<b>Location</b>	Enter division/region for CFR comments using Group 4.

### **Correspondence Tab**

<b>Code</b>	A comment code is used to classify comments.
<b>Letter Writer</b>	Letter writer codes are: 1 = No letter necessary 2 = Personal letter required 3 = One free ride 4 = Not used 5 = \$5.00 off coupon 6 = Compliment 7 = Call back required
<b>Final Letter Required</b>	If a final letter is needed, the field will automatically be marked by the system based on the Letter Writer selection ( see above).
<b>Will Respond Letter Sent</b>	This field is used to indicate when a Will Respond form letter is mailed out to the customer. This date is automatically entered by the system when the form letters are printed.
<b>Response Due Date</b>	Date will appear automatically.
<b>Final Letter Due Date</b>	If a final letter is required a date will automatically be entered by the system based on the option selected in field 28, the Letter Writer option.
<b>Final Letter Sent Date</b>	The date when the final letter is mailed to the customer is automatically entered by the system when the comment letter is completed.

**Attachments** This field is used to attach copies of any materials related to the customer comment.

### **Research Tab**

**Researched By** Name of person researching the comment. Entered by ACCESS or contractor.

**Date** Date the comment was researched. This date is auto filled when a name is added to the Researched By field. Entered by ACCESS or contractor.

**Bus Number** Bus/Vehicle Number. Entered contractor.

**Route** Route/Tour number. Entered by contractor.

**Operator Name** Operator/Driver name. Entered by contractor.

**Badge** Operator/Driver badge #. Entered by contractor.

**1<sup>st</sup> Notice** Not used by contractor.

**2<sup>nd</sup> Notice** Not used by contractor.

### **Response Tab**

**Interviewed By** Supervisor conducting the interview with the operator/driver. Entered by contractor.

**Interviewed Date** Date of interview. This date is auto filled when a name is added to the Interviewed By field. Entered by contractor.

**Management Comment** Entered by OCTA.

**Action Date** Entered by OCTA

**Action Taken Type** Entered by OCTA.

**Operators Comments** Entered by contractor.

**Approve Response** Entered by OCTA.

**Approved Date** Auto filled when the response is approved.

# BRAKE INSPECTOR CERTIFICATION

\_\_\_\_\_  
(MOTOR CARRIER)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOCATION)

\_\_\_\_\_  
(Name Of Brake Inspector-Print)

### 396.25 Qualifications of brake inspectors.

- (a) The motor carrier shall ensure that all inspections, maintenance, repairs or service to the brakes of its commercial vehicles, are performed in compliance with the requirements of this section.
- (b) For purposes of this section, "brake inspector" means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier's control, meet the applicable Federal standards.
- (c) No motor carrier shall require or permit any employee who does not meet the minimum brake inspector qualifications of 396.25(d) to be responsible for the inspection, maintenance, service, or repairs of any brakes on its commercial motor vehicles.
- (d) The motor carrier shall ensure that each brake inspector is qualified.

### I AM A QUALIFIED BRAKE INSPECTOR BASED ON THE FOLLOWING:

- (1) I understand the brake service or inspection task to be accomplished and can perform that task.
- (2) I am knowledgeable of and have mastered the methods, procedures, tools and equipment used when performing an assigned brake service or inspection task.
- (3) I am capable of performing the assigned brake service or inspection by reason of experience, training or both as follows:
  - (i) I have successfully completed an apprenticeship program sponsored by a State, a Canadian Province, a Federal agency or a labor union, or a training program approved a State, Province, or Federal agency, or have a certificate from a State or Canadian Province which qualifies me to perform the assigned brake service or inspection task (including passage of Commercial Driver's License and brake test in the case of a brake inspection).

Name of Program/Certificate \_\_\_\_\_

### OR

- (ii) I have brake-related training or experience or a combination thereof totaling at least one year.  
Such training or experience shall consist of:

- (A) Participation in a training program sponsored by a brake or vehicle manufacturer or a similar commercial training program designed to train students in brake maintenance or inspection similar to the assigned brake service or inspection tasks:

Name of Program/Certificate \_\_\_\_\_ How Long? \_\_\_\_\_  
Months  
Years  
(Circle One)

- (B) Experience performing brake maintenance or inspections similar to the assigned brake service or inspection task in a motor carrier maintenance program:

Name of Employer \_\_\_\_\_ How Long? \_\_\_\_\_  
Months  
Years  
(Circle One)

Name of Employer \_\_\_\_\_ How Long? \_\_\_\_\_  
Months  
Years  
(Circle One)

- (C) Experience performing brake maintenance or inspection similar to the assigned brake service or inspection task at a commercial garage, fleet leasing company, or similar facility.

Name of Employer \_\_\_\_\_ How Long? \_\_\_\_\_  
Months  
Years  
(Circle One)

Name of Employer \_\_\_\_\_ How Long? \_\_\_\_\_  
Months  
Years  
(Circle One)

NOTE: Combinations of (A), (B), and (C) above must total at least one year.

\_\_\_\_\_  
(SIGNATURE OF BRAKE INSPECTOR)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE OF COMPANY REPRESENTATIVE)

\_\_\_\_\_  
(DATE)



# FLEET VEHICLE ASSIGNMENT

# ATTACHMENT 11

Fleet#	VIN # (17digits)	Chassis Manuf.	Body Manuf.	Body Model	Seating Capacity	Fuel Type	Year	Farebox	Engine
6301	1GBG5V1E85F524173	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6302	1GBG5V1E15F524189	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6303	1GBG5V1E05F524314	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6304	1GBG5V1E66F524513	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6305	1GBG5V1E65F524592	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6306	1GBG5V1E15F524063	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6307	1GBG5V1E75F524083	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6308	1GBG5V1E95F524263	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6309	1GBG5V1E05F524605	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6310	1GBG5V1E45F524655	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6311	1GBG5V1E15F524662	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6312	1GBG5V1E65F524558	Chevrolet	EIDorado	Aero Elite	27/2	CNG	2005	GFI	8.1L Chevrolet
6321	1GBE5V1G48F406327	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6322	1GBE5V1G28F406598	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6323	1GBE5V1G18F406687	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6324	1GBE5V1G28F406469	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6325	1GBE5V1GX8F406476	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6326	1GBE5V1G18F406785	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6327	1GBE5V1G38F406609	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6328	1GBE5V1G08F406745	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6329	1GBE5V1G48F406716	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6330	1GBE5V1G18F406561	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6331	1GBE5V1G08F406583	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6332	1GBE5V1G28F406424	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6333	1GBE5V1G98F406792	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6334	1GBE5V1GX8F406817	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6335	1GBE5V1G28F406410	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6336	1GBE5V1G88F406766	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6337	1GBE5V1G08F406342	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6338	1GBE5V1G78F406547	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6339	1GBE5V1G18F406639	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
6340	1GBE5V1G78F406662	Chevrolet	EIDorado	Aero Elite	16/2	CNG	2007	GFI	8.1L Chevrolet
7530	5FYC5FB198C033709	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7531	5FYC5FB158C033710	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7532	5FYC5FB178C033711	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7533	5FYC5FB198C033712	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7534	5FYC5FB108C033713	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7535	5FYC5FB128C033714	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7536	5FYC5FB148C033715	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7537	5FYC5FB168C033716	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7538	5FYC5FB188C033717	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7539	5FYC5FB1X8C033718	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7540	5FYC5FB118C033719	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7541	5FYC5FB188C033720	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7542	5FYC5FB1X8C033721	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7543	5FYC5FB118C033722	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7544	5FYC5FB138C033723	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7545	5FYC5FB158C033724	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7546	5FYC5FB178C033725	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7547	5FYC5FB198C033726	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7548	5FYC5FB108C033727	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7549	5FYC5FB128C033728	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7550	5FYC5FB148C033729	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7551	5FYC5FB108C033730	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7552	5FYC5FB128C033731	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG

# FLEET VEHICLE ASSIGNMENT

# ATTACHMENT 11

Fleet#	VIN # (17digits)	Chassis Manuf.	Body Manuf.	Body Model	Seating Capacity	Fuel Type	Year	Farebox	Engine
7553	5FYC5FB148C033732	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7554	5FYC5FB168C033733	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7555	5FYC5FB188C033734	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7556	5FYC5FB1X8C033735	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7557	5FYC5FB118C033736	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7558	5FYC5FB138C033737	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7559	5FYC5FB158C033738	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7560	5FYC5FB178C033739	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7561	5FYC5FB138C033740	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7562	5FYC5FB158C033741	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7563	5FYC5FB178C033742	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7564	5FYC5FB198C033743	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7565	5FYC5FB108C033744	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7566	5FYC5FB128C033745	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7567	5FYC5FB148C033746	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7568	5FYC5FB168C033747	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7569	5FYC5FB188C033748	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7570	5FYC5FB1X8C033749	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7571	5FYC5FB168C033750	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7572	5FYC5FB188C033751	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7573	5FYC5FB1X8C033752	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7574	5FYC5FB118C033753	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7575	5FYC5FB138C033754	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7576	5FYC5FB158C033755	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7577	5FYC5FB178C033756	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7578	5FYC5FB198C033757	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG
7579	5FYC5FB108C033758	New Flyer	New Flyer	C40LFR	36/2	CNG	2008	GFI	8.9L Cummins ISLG

**Total 82**



**Preventive Maintenance Program**  
**(Type VII, Type VIII and Large Transit Vehicles)**

**1.0 Purpose**

To prescribe the basic Preventive Maintenance (PM) Program to be followed in the maintenance of midsize, large transit and cutaway type vehicles.

**2.0 General**

- 2.1 The objectives of the program are to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil analysis, oil and filter changes and engine and transmission performance analysis.
- 2.2 The Maintenance Manager or his designee will effectively manage and maintain the inspection program.
- 2.3 The Maintenance Manager shall assign sufficient staffing levels to meet the requirements of this procedure. The preventive maintenance inspections will be thorough, noting all discrepancies on inspection forms. Supervisor shall open work orders for these discrepancies and assign them to mechanics for repair as necessary. Quality Control checks shall be conducted as indicated under the quality control portion of this procedure.

**3.0 Procedure**

**3.1 Scheduled Inspections**

- 3.1.1 A preventive maintenance program will consist of several schedules for various types of maintenance services. These schedules are coordinated with one another to cause those vehicle components, which must be inspected and/or serviced most often to receive service on the most frequent schedule, while those that need be serviced less often are scheduled according to that need.
- 3.1.2 Contractor shall ensure that all vehicles subject to their control, and all required accessories on the vehicles, are regularly and systematically inspected, maintained, and lubricated to ensure they are in safe and proper operating condition. The Contractor shall have a means of indicating the types of inspections, maintenance, and lubrication operations to be performed on each vehicle and the date and mileage when these operations are due.
- 3.1.3 All buses will be scheduled for inspection on the following basis: there will be a series of at least four inspections (A, B, C, and D). The inspection will be determined by vehicle mileage and manufactures preventive maintenance requirements.

A. Every six thousand (6,000) miles perform A Inspection.



## Preventive Maintenance Program (Type VII, Type VIII and Large Transit Vehicles)

- B. Every twelve thousand (12,000) miles perform B Inspection.
- C. Every twenty four thousand (24,000) miles perform C Inspection.
- D. Every sixty thousand (60,000) miles perform D inspection.

3.1.4 Engine performance will be monitored through a comparison of fuel and oil mileage and performance checks. If fuel and oil mileage decline, action will be taken to determine the cause and corrective action will be taken.

### 3.2 Oil Analysis (Engine)

3.2.1 The Maintenance Manager or designee will ensure that oil samples are pulled in a timely manner. Engine oil samples will be taken at each inspection on all buses. Samples will be taken from the engine at normal operating temperature. Shift Supervisors will ensure that sample bottle labels include vehicle number, base and the date the sample was taken. Oil samples will be turned in to the parts room for shipment to the laboratory.

3.2.2 The Maintenance Manager or his designee promptly upon receipt will review analysis reports. If corrective action is necessary, work orders will be initiated to correct the defect. Refer to page six for oil analysis warning limits and corrective action.

3.2.3 Oil Samples will be pulled at the time of each inspection.

### 3.3 Opacity Tests

Opacity tests will be performed at every preventive maintenance inspection or every six (6) months, whichever occurs first, (diesel buses only). The results of each test will be recorded and documented on the work order, and entered into the maintenance software system. Tests will be conducted in compliance with procedure 4.1. The opacity meter shall meet all State and Federal regulations regarding smoke opacity meters.

### 3.4 Engine Tune-up Inspections

All engines will be tuned-up as necessary to meet the current goal for fuel mileage. The Maintenance Manager or his designee will review the vehicle history and determine if a tune-up is needed. If so, a work order will be initiated and the tune-up performed.

### 3.5 Air Conditioning Inspections

Air conditioning inspections will be performed on all inspections. See manufactures recommended requirements for proper servicing intervals.



**Preventive Maintenance Program**  
(Type VII, Type VIII and Large Transit Vehicles)

3.6 Wheel Torque Policy

A comprehensive wheel torque policy shall be implemented into the maintenance program to insure that vehicle wheels are properly installed and torqued in a manner and frequency that complies with industry standards.

Every employee and vendor involved in preventive maintenance inspections and vehicle wheel replacement shall receive a copy of this procedure along with an overview of its content.

Only calibrated torque wrenches are approved for use to set and check torque values. Wrenches shall be calibrated on a periodic basis that supports the frequency of use.

3.7 Wheelchair lift Inspections

Wheelchair lift inspections will be performed on all inspections. See manufactures recommended requirements for proper servicing intervals.

3.8 Charging System Inspection

The charging system and starting system inspections will be performed on all inspections. See manufactures recommended requirements for proper servicing intervals.

3.9 Brake Pit Inspections

Brake and vehicle undercarriages will be inspected weekly for any items that are safety related or may result in potential road calls. The following guidelines are defined to assist mechanics during brake pit inspections:

3.9.01 Minimum Brake Lining Thickness

3.9.2 Integrity of the Braking System

- A. Cracked or distorted rotors, drums or lining
- B. Out of adjustment conditions
- C. Hydraulic system, brake lines, hoses and routing/securement

3.9.3 Engine

- A. Belts and hoses
- B. Mounts
- C. Fluid leaks
- D. Exhaust system leaks
- E. Exhaust hangers



**Preventive Maintenance Program**  
(Type VII, Type VIII and Large Transit Vehicles)

3.9.4 Transmission

- A. Fluid leaks
- B. Driveshaft, proper driveline phasing
- C. Universal joints
- D. Mount condition and hardware

3.9.5 Suspension

- A. Structural cracks
- B. Loose hardware
- C. Other abnormal conditions

3.9.6 Tires

- A. Bald (min. 4/32" for front tires and min. 2/32" for rear tires)
- B. Sidewalls
- C. Flat
- D. Imbedded objects
- E. Proper matching

3.9.7 Brake inspection records shall be retained at each operation facility. Work orders shall be initiated on any vehicle, which has reached or exceeded the maximum, wear limit on grace lining. Safety problems or potential roadway failure items shall also be listed.

3.9.8 In addition to these scheduled inspections, service workers on a daily basis shall visually check all buses during servicing for body damage, bald or flat tires, inoperative lights, loose or broken seats and oil, water or air leaks. These discrepancies shall be noted on defect report card and turned into the shift supervisor for repairs.

Refer to Service Workers Review Daily Requirements:

- Dirty Backs
- Graffiti (Window Guards)
- Missing Lug Nuts
- Loose (bleeding) lug nuts
- Mirror damage



**Preventive Maintenance Program**  
(Type VII, Type VIII and Large Transit Vehicles)

3.10 Quality Control

To be effective, any PM program must stress quality as outlined in procedure 2.0. A supervisor shall review all inspections before a vehicle is released for service. Supervisors shall conduct checks of inspection sheets and related work orders to ensure compliance.

3.11 Quality Assurance

Quality Assurance shall implement a method of follow-up inspection and review of records to effectively measure the degree of success with the in-place Quality Control effort. This method may include planned and/or random observations of completed work or work in progress.

**Engine Oil Analysis**

Element/Condition	Indication	Action/Requirement
1. Viscosity at 210 F	SUS larger than 115 or less than 69	-Change engine oil filters
2. Solids	Larger than 3 percent	-Change engine oil filters
3. Water	Positive Indication	-Change engine oil filters -Pressure test cooling system
4. Fuel	2.5 percent or larger	-Change engine oil filters -Pressure test fuel system
5. Antifreeze	Positive Indication	-Change engine oil and filters -Pressure test cooling system
6. Iron	150 PPM or larger	-Change engine oil and filters
7. Tin	15 PPM or larger	-Change engine oil and filters
8. Chromium Aluminum	225 PPM or larger	-Change engine oil and filters
9. Silica	18 PPM or larger	-Change engine oil and filters



**Preventive Maintenance Program**  
**(Type VII, Type VIII and Large Transit Vehicles)**

			-Check air intake system and filter
10.	Lead	20 PPM or larger	-Change engine oil and filters
11.	Copper	35 PPM or larger	-Change engine oil and filters

**Opacity Testing Procedure**

**4.0 Purpose**

The Purpose of this procedure is to standardize the Opacity testing of all Orange County Transit Authority's heavy and light duty diesel vehicles.

**5.0 Procedure**

In accordance with the California Air Resources Board's "Voluntary Compliance Program" the "snap idle test" will be performed. The snap idle consist of three consecutive full R.P.M. no load tests, selecting the highest result of the three tests for the opacity reading. Each opacity test will require the use of the strip recorder. All strip recorder results will be initialed and attached to the work order.

Below is a checklist of items to be performed for opacity tests.

1. Check calibration of opacity meter. (using filters)
2. Connect strip recorder and calibrate
3. Check all bus consumables
4. Conduct a normal road test to bring the engine to full operating temperature (Do Not Idle)
5. Position opacity meter and perform a snap idle test. This is a full R.P.M./no load test. The opacity must be read immediately as the engine builds R.P.M.'s to full no/load speed. Record the highest reading immediately. Do no allow any "delay" or "cleanout" time.

The snap idle test will be performed 3 times in succession using the highest result as the final opacity reading.

If the opacity reading is 15% or less, findings will be recorded on the work order and entered into the maintenance software program. After the preliminary check has been completed and the opacity reading is over 15%, the mechanic should contact his/her supervisor. The proper engine diagnosis will be performed and the necessary repairs made in order to obtain an acceptable opacity reading.





**Preventive Maintenance Program**  
**(Type VII, Type VIII and Large Transit Vehicles)**

In addition to any type of complaint or citation that would cause this procedure to be followed; an opacity check is done on all vehicles during all scheduled P.M. inspections. Please refer to the P.M. procedures for further information and instructions.



**MAINTENANCE LUBRICATION STANDARDS**  
(Type VII, Type VIII and Large Transit Vehicle Specifications)

**NATURAL GAS CRANKCASE OIL:**

Specifications:

Recommended for medium and heavy duty vehicles powered by natural gas-fueled engines requiring low ash lubricant.

**API GRAVITY**– 30.1

**VISCOSITY INDEX** –ASTM D2270 (measurement 136)

**SULFATED ASH, wt %** - 0.55

**FLASH POINT** (Fahrenheit) – (SAE 15W-40) = 446 degrees (ASTM D92)

**VENDOR'S BRAND NAME** – Chevron RPM Gas engine oil

**DIESEL CRANKCASE OIL:**

Specifications:

Crankcase oil meeting Cummins engine specifications.

**API** – CJ-4, CI-4 PLUS, CI-4, CH-4, CF-4 (SAE 15W-40, SAE 10W-30)  
SL (SAE 15W-40, SAE 10W-30) SJ (SAE 15W-40, SAE 10W30)

**VISCOSITY INDEX** – (SAE 15W-40) = 145 (SAE10W-30) = 130

**FLASH POINT** (Fahrenheit) – (SAE 15W-40) = 446 degrees  
(SAE10W-30) = 453 degrees

**BASE NUMBER** – (ASTM D2896) = 10.3 minimum

**VENDOR'S BRAND NAME** – Chevron Delo 400 Synthetic

**AUTOMATIC TRANSMISSION FLUID:**

Specifications:

Fluid must be compatible with contents currently contained within the Authority's storage tanks. Contractor shall test existing supply of Authority's fluid in order to arrive at this determination.

General Motors = DEXRON-III (approved for H specifications)



**MAINTENANCE LUBRICATION STANDARDS**  
(Type VII, Type VIII and Large Transit Vehicle Specifications)

**FLASH POINT** (Fahrenheit) = 396 degrees minimum

**VISCOSITY, KINEMATIC** = 34 cSt maximum at 40 degrees Celsius and 7 cSt minimum at 100 degrees Celsius

**VISCOSITY INDEX** = 176 minimum

**VENDOR'S BRAND NAME** – Chevron DEXRON-III

Allison = TranSynd

**FLASH POINT, ASTM D-92,** (Fahrenheit) = 455 degrees

**FIRE POINT, ASTM D-92,** (Fahrenheit) = 525 degrees

**VISCOSITY INDEX, ASTM D-2270** = 168 minimum

**VENDOR'S BRAND NAME** – Castrol Transynd

**GEAR LUBRICANTS:**

Specifications: Eldorado EZ Rider

**SAE GRADE** – 85W-140

**API Service Categories** – MT-1, GL-4 and GL-5

**VISCOSITY INDEX** = 95 minimum

**TIMKEN OK LOAD,** lb = 65

**LOAD WELD - (ASTM D2783) Index,** kg = 50, Point, kg = 315

Specifications: New Flyer – C40LFR

**SAE GRADE** – 75W-90

**VISCOSITY INDEX, ASTM D-2270** =140

**FLASH POINT, ASTM D-92** = (Fahrenheit) = 401



**MAINTENANCE LUBRICATION STANDARDS**  
(Type VII, Type VIII and Large Transit Vehicle Specifications)

**VENDOR'S BRAND NAME** – Castrol SAF-XO Synthetic Gear Oil SAE 75W-90  
or Mobile Delvac 75W-90

Specifications: Chevrolet C5500

**VENDOR'S BRAND NAME** – GM Part number 12345841 or equivalent

**MULTI-PURPOSE GREASE:**

Specifications:

Multi-purpose extreme pressure (EP). Utilizing a lithium thickener and exhibiting the following minimum characteristics. Lubricant must not contain graphite or MoS<sub>2</sub> (Molybdenum Disulfide) solid lubricants as EP additives:

**NLGI GRADE** = 2, Minimum

**PENETRATION @ 77 Degrees Fahrenheit Worked** = 280

**DROP POINT** = 180 Degrees Celsius or 356 Degrees Fahrenheit

**OIL VISCOSITY @ 40 Degrees Celsius** = 400

**OIL VISCOSITY @ 100 Degrees Celsius** = 24.3

**OIL VISCOSITY SUS @ 100 Degrees Fahrenheit** = 2160

**OIL VISCOSITY SUS @ 210 Degrees Fahrenheit** = 121

**TIMKEN OK LOAD, LBS** = 55 Minimum

**THICKENER, % and type** = 5.6/Lithium

**VENDOR'S BRAND NAME** – Chevron Ultra-Duty Greases EP



**OCTA WORK ORDER JOB CARD**

All Current Department Safety Policies Shall Be Observed At All Times

<b>WORK ORDER NO:</b> 00159204		<b>WO DESCRIPTION:</b>		<b>TASK NO:</b> 001	
<b>EQUIPMENT NO:</b> 005134		NF LF CNG INSPECTION #1		<b>TASK DESCRIPTION:</b>	
<b>EQUIPMENT DESCRIPTION:</b> 2008 NEW FLYER 40' CNG BUS, CUMMINS 280				NF LF CNG INSPECTION #1	
<b>DATE RAISED:</b> 11/17/08	<b>DATE PLANNED:</b>	<b>ORIGINATOR:</b> 0000003952	<b>REFERENCE NO:</b>	<b>ACCOUNT:</b> 2168D2108F30	<b>MILEAGE:</b> 4,800
<b>WORK GROUP:</b> SNAM	<b>CREW:</b>	<b>PRIORITY:</b> 4	<b>WORK ORDER TYPE:</b> INSPECTION	<b>MAINTENANCE TYPE:</b> PREVENTIVE MAINTENANCE	
<b>COMPONENT CODE:</b> 110		<b>STANDARD JOB:</b> 000499	<b>RESOURCE TYPE:</b>	<b>ESTIMATED HOURS:</b>	

**SAFETY INSTRUCTIONS:**  
USE PROPER SAFETY EQUIPMENT

<b>COMPLETION COMMENTS:</b>	<b>DATE:</b>	<b>BADGE#:</b>	<b>HOURS:</b>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

<b>DATE COMPLETED:</b>	<b>MECHANIC/TECHNICIAN:</b> Badge No: _____ Signature: _____	<b>SUPERVISOR:</b> Badge No: _____ Signature: _____
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## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

APPLICATION PARTS LIST: 5500N/FLYER 110 1

STOCK CODE	DESCRIPTION	QUANTITY	COST
000001602	FILTER, HYDRAULIC ;FILTER, HYDRAULIC; BE	0	36.25
000002147	FILTER, FUEL ;FILTER, FUEL; GUMMINS 3607	0	28.43
000003434	PLUG, IGNITION ;PLUG, IGNITION; CUMMINS	0	47.42
000017241	BREATHER, FILTER ;BREATHER, FILTER; CUMM	0	19.04
000018633	FILTER, FUEL ;FILTER, FUEL; RACOR RK4713	0	16.49
000018856	FILTER, OIL ;FILTER, OIL, FLEETGUARD LF9	0	11.97
000023568	FILTER, COOLANT ;FILTER, COOLANT; FLEETG	1	22.15

### JOB INSTRUCTIONS

=====

PREVENTIVE MAINTENANCE INSPECTION PMI #1,2,3,4,5,6,7,8  
 NEW FLYER LF 5500/5600/5700/5800 SERIES  
 2007/2008 NEW FLYER CNG 40' TRANSIT BUS

=====

ALL MAINTENANCE DEPARTMENT POLICIES AND PROCEDURES MUST BE OBSERVED:

PERFORM THE FOLLOWING SERVICE ITEMS. DATES ARE REQUIRED ON ALL FILTERS.

ENGINE OIL - CHANGE ..... ALL PMI  
 ENGINE OIL FILTERS - CHANGE ..... ALL PMI  
 FUEL FILTERS ..... SEE CNG SUPPLEMENT  
 CHANGE PRIMARY FILTER ..... ALL PMI  
 CHANGE SECONDARY FILTER EVERY EVEN PMI  
 ENGINE CRANKCASE BREATHER - CHANGE ..... ALL PMI  
 OIL COALESCING FILTER DRAINED EVERY PMI, REPLACE 100K MILES

COOLING SYSTEM - "TEST WITH COOLANT STRIPS"  
 (SEE TDN 08-0043) ..... ALL PMI  
 TRANSMISSION OIL - CHANGE ..... #1 PMI ONLY  
 TRANSMISSION OIL FILTER - CHANGE ..... #1 PMI ONLY  
 ENGINE AIR FILTER - CHANGE ..... #1 PMI ONLY  
 POWER STEERING FILTERS - CHANGE ..... #1 PMI ONLY



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

ENGINE COOLANT FILTER - CHANGE EVERY 15 MONTHS OR AS  
REQUIRED (SEE TDN 08-0043)  
DIFFERENTIAL OIL - CHANGE ..... #8 PMI ONLY

PERFORM DECEL TEST - USE VIS BRAKE/SUSPENSION SYSTEM WHERE  
APPLICABLE.

VIS BRAKE TEST: PASSED: \_\_\_\_\_ FAILED: \_\_\_\_\_

IF NOT USING VIS SYSTEM: BRAKE DECEL %: \_\_\_\_\_

ROAD TEST

STEAM CLEAN

=====

UNDERCARRIAGE

=====

INSPECT ALL MOUNTING HARDWARE. CHECK FOR ANY LOOSE OR  
MISSING HARDWARE.

INSPECT AXLE FOR WEAR, DAMAGE OR CRACKS.

CHECK DRIVER HEATER CORE, SHUTOFF VALVE AND HOSES FOR LEAKS.

NOTE: EXCESSIVE FREE-PLAY IN ALL STEERING COMPONENTS IS TO  
BE CHECKED WITH WHEELS FULLY ON THE GROUND, MOVING STEERING  
WHEEL BACK AND FORTH.

CHECK POWER STEERING SYSTEM.

INSPECT STEERING GEAR BOX, MOUNTING, AND DAMAGE. CHECK HOSES  
AND FITTINGS.

INSPECT STEERING SHAFT FOR EXCESSIVE FREE-PLAY.

INSPECT STEERING ARM, DRAGLINK AND PITMAN ARM FOR EXCESSIVE  
FREE-PLAY.

INSPECT KING PINS FOR EXCESSIVE PLAY.

INSPECT TIE ROD ENDS FOR EXCESSIVE FREE-PLAY.

INSPECT SLACK ADJUSTERS ON ALL AXLES FOR PROPER OPERATION.

LUBE ALL GREASE FITTINGS.

NOTE: SLACK ADJUSTERS ARE TO BE GREASED ON #1 & #5 PMI ONLY

INSPECT SHOCK ABSORBERS FOR LEAKAGE AND/OR DAMAGE ON ALL  
AXLES.

INSPECT AIR BAG BEAMS AND REBOUND BUMPERS FOR DEFECTS ON ALL  
AXLES.



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times.

INSPECT WHEEL MUD FLAPS FOR DAMAGE ON ALL AXLES.  
INSPECT LEVELING VALVES AND LINKAGE ON ALL AXLES.  
INSPECT ABS VALVES, HOSES AND FITTINGS.

INSPECT SMART TIRE SYSTEM COMPONENTS (USE ELLIPSE STANDARD  
JOB.#496 WHEN REPLACING OR REMOVING TIRES).

CHECK FOR PROPER RIDE HEIGHT.  
INSPECT UNDERCARRIAGE SUPPORT BEAMS AND FRAME MEMBERS FOR  
CRACKS, DAMAGE.  
INSPECT AIR BAGS ON ALL AXLES FOR LEAKAGE.  
INSPECT BRAKE LININGS, BRAKE ADJUSTMENTS, AIR HOSES FOR  
WEAR/DAMAGE ON ALL AXLES.  
INSPECT WHEEL SEALLS ON ALL AXLES FOR LEAKAGE.  
INSPECT AND CLEAN DIFFERENTIAL HOUSING BREATHER VALVE.  
INSPECT PINION SEAL FOR LEAKAGE.  
INSPECT AXLE SHAFT FLANGE FOR LEAKAGE.  
CHECK DIFFERENTIAL AREA FOR ANY SIGNS OF CRACKS.

DIFFERENTIAL OIL/REAR AXLE CARRIER AND WHEEL ENDS - CHANGE  
OIL EVERY #8 PMI ONLY.

CHECK FLUID LEVEL AT CARRIER FILL PLUG ON ALL OTHER PMI, ADD  
IF REQUIRED.

\*\*\* USE ONLY SYNTHETIC 75W-90 GEAR OIL (CASTROL SAF-XO) \*\*\*  
INSPECT AND LUBE DRIVELINE, CHECK U-JOINTS AND YOKE FLANGES.  
INSPECT ALL RADIUS RODS FOR VERTICAL MOVEMENT/BUSHING WEAR.

INSPECT BRAKE ROD TRAVEL-MAXIMUM STROKE ALLOWED 1-3/4 INCHES  
FRONT - 2 INCHES REAR.

INSPECT BRAKE CHAMBERS FOR PROPER WORKING ORDER.

INSPECT ALL TIRES FOR SMOOTH, CUTS/DAMAGE AND CHECK TREAD  
DEPTHS.

CHECK FOR ANY TYPE OF FLUID AND AIR LEAKS, IDENTIFY SOURCE  
(ENG, TRANS, P/S, COOLANT, FUEL).

INSPECT FAN MOTOR AND WATER PUMP FOR LEAKS.

CHECK FOR LOOSE AND/OR RUBBING LINES, WIRES, CABLES.

CHECK ENGINE MOUNTS FOR WEAR.





## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

TRANSMISSION OIL - CHANGE #1 PMI ONLY

NOTE: TRANSMISSION OIL LEVEL IS TO BE CHECKED ELECTRONICALLY.

TRANSMISSION OIL FILTER - CHANGE #1 PMI ONLY

CHECK ALL TRANSMISSION MOUNTING BOLTS AND BRACKETS.  
INSPECT RETARDER, ACCUMULATOR FOR LEAKS.  
CHECK OVERALL TRANSMISSION ASSEMBLY FOR ANY FLUID LEAKS.

CHECK EXTERNAL ELECTRICAL CONNECTORS AND WIRING.  
CHECK CABLE AT STARTER SOLENOID.

MECHANIC SIGNATURE: \_\_\_\_\_ EMP ID# \_\_\_\_\_

BRAKES - AIR TANK CHECK VALVE TEST - AIR SYSTEM - RETARDER

"DRAIN ALL AIR TANKS AND REFILL BEFORE PERFORMING THESE TESTS"

(A) ATTACH AIR HOSE TO THE WET TANK AND FILL TO 125 PSI.  
REMOVE AIR HOSE FROM WET TANK AND OPEN PETCOCK, LET ALL THE AIR DRAIN OUT AND CHECK AIR PRESSURE GAUGES. BOTH NEEDLES SHOULD READ 125 PSI.

(B) DRAIN THE PRIMARY TANK WHILE THE WET TANK IS EMPTY AND CHECK THE GAUGES. THE PRIMARY NEEDLE SHOULD READ ZERO (0) PSI. AT THIS POINT, THERE SHOULD BE ENOUGH AIR SUPPLY FOR ONE FULL BRAKE APPLICATION TO THE FRONT WHEELS AND EMERGENCY/SPRING BRAKE SHOULD BE ACTIVATED.

(C) CLOSE THE PRIMARY TANK, RE-ATTACH THE AIR HOSE TO THE WET TANK AND FILL TO 125 PSI.

(D) DRAIN SECONDARY TANK AND THE WET TANK. CHECK THE GAUGE. THE SECONDARY NEEDLE SHOULD READ ZERO (0) PSI AND THE PRIMARY SHOULD READ 125 PSI. AT THIS POINT, THERE SHOULD BE ENOUGH AIR PRESSURE FOR ONE FULL BRAKE APPLICATION TO THE REAR WHEELS.

(E) DRAIN THE PRIMARY TANK, WET TANK AND THE SECONDARY TANK. CHECK THE ACCESSORY TANK, IT SHOULD HAVE FULL AIR PRESSURE.



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

WHILE THE PRIMARY TANK IS DRAINING.

CHECK ALL VALVES AND FITTINGS FOR AIR LEAKS.

CHECK RETARDER OPERATION. HOOK-UP PRO-LINK READER WITH WTEC CARTRIDGE. SCROLL DOWN TO RETARDER REQUEST AND RECORD \_\_\_\_% (LEVEL OF RETARDATION IS SET AT 25% WITH GAS PEDAL OFF). WHILE BUS IS IN MOTION, APPLY BRAKE LIGHTLY AND RECORD \_\_\_\_%.

THE RADIATOR FAN SHOULD BE ACTIVATED AT THE SAME TIME.

MECHANIC SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

### ENGINE

ENGINE OIL CHANGE.

ENGINE OIL FILTERS-CHANGE AND DATE.

CNG FUEL FILTER-CHANGE. VISUALLY INSPECT FILTER INTERIOR WALL CHECK FOR DEBRIS AND RECORD FINDINGS. (CLEAN), (DEBRIS), OTHER: \_\_\_\_\_

CLOSED CRANKCASE BREATHER ELEMENT - CHANGE.

INSPECT ENGINE CRADLE ASSEMBLY SUPPORTS FOR CRACKS OR MISSING FASTENERS.

INSPECT TURBOCHARGER ASSEMBLY FOR LEAKS AND LOOSE JOINTS.

INSPECT EXHAUST SYSTEM FOR LEAKS.

CHECK EXHAUST BLANKETS FOR SIGNS OF DETERIORATION.

INSPECT AIR INTAKE SYSTEM FOR LEAKS AND CRACKS.

INSPECT CONDITION OF ALL DRIVE BELTS/GUARDS.

INSPECT ELECTRICAL WIRING FOR LOOSE, WORN OR RUBBING WIRES/CONNECTORS.

INSPECT POWER STEERING SYSTEM FOR LEAKS OR OTHER DEFECTS.

INSPECT AIR CHARGE COOLER & POWER STEERING COOLER FOR LEAKS.

ENGINE AIR FILTER - CHANGE #1 PMI ONLY

CHECK AIR FILTER RESTRICTION INDICATOR ON ALL OTHER PMI.

CHANGE IF REQUIRED.

POWER STEERING FILTERS - CHANGE #1 PMI ONLY



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

INSPECT FOR LOOSE & RUBBING LINES.  
INSPECT GENERATOR MOUNTING BOLTS, CRADLE & WIRING.  
INSPECT REAR RUN BOX FOR DEFECTS, CHECK REAR START  
OPERATION.

INSPECT FOR FLUID LEAKS AND IDENTIFY SOURCE.  
(COOLANT, ENGINE/TRANS OIL, FUEL, P/S FLUID). \_\_\_\_\_

CHECK ALL FLUID LEVELS, ADD AS NECESSARY.

CHECK FOR ENGINE OIL LEAKS AT IDLE AND FULL THROTTLE.  
RECORD ENGINE OIL PRESSURE: AT IDLE: \_\_\_\_\_  
FULL THROTTLE: \_\_\_\_\_

CHECK AND RECORD CODES.

ENGINE CODES: \_\_\_\_\_

HOURS: \_\_\_\_\_

RETARDER CODES: \_\_\_\_\_

TRANS CODES: \_\_\_\_\_

ABS CODES: \_\_\_\_\_

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

FIRE SUPPRESSION

CHECK PROTECTION PANEL - CHECK ALL WARNING LAMPS AND AUDIBLE  
ALARM ARE OPERATIONAL BY PRESSING THE TEST/RESET BUTTON.

MANUAL DISCHARGE SWITCH - CHECK TAMPER SEAL IS INTACT AND  
ACCESS TO SWITCH IS UNOBSTRUCTED.

FIRE DETECTORS -

OPTICAL: CHECK STATUS LAMP ON DETECTORS ARE SOLID GREEN.  
(RED LED INDICATES LEAK).



# OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

LINEAR THERMAL: CHECK FOR DAMAGE AND UNIT IS FREE OF CONTAMINATION (DIRT ETC).  
GAS LEAK DETECTORS - CHECK STATUS LAMPS ARE SOLID GREEN AND UNITS ARE FREE OF DAMAGE OR CONTAMINATION. IF A DETECTOR IS FOUND LATCHED, CHECK FOR PRESENCE OF METHANE WITH ELECTRONIC LEAK DETECTOR.

- LOCATION OF METHANE/GAS DETECTORS:
- TWO IN PASSENGER AREA LOCATED ON THE CEILING OF THE BUS.
- TWO DETECTORS LOCATED IN CNG TANK COMPARTMENT.
- TWO ON THE ENGINE COMPARTMENT AREA.

FIRE RETARDANT DISTRIBUTION - PIPING AND NOZZLES ARE INTACT AND UNOBSTRUCTED AND NOZZLE BLOW-OFF CAPS ARE IN PLACE.

CHECK STATUS INDICATOR ON BATTERY BACKUP MODULE. IT SHOULD BE GREEN WHEN VEHICLE BATTERIES ARE FULLY CHARGED.

INSPECT FIRE SUPPRESSOR BOTTLE; INDICATOR MUST BE WITHIN GREEN AREA.

INDICATE READING: \_\_\_\_\_.

CHECK SQUIB WIRES FOR DAMAGE.

=====

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

=====

## CNG FUEL SYSTEM INSPECTION

=====

CNG FUEL SYSTEM PMI SUPPLEMENT AND INSPECTION SHEET MUST BE COMPLETED AND ATTACHED TO THIS WORK ORDER. (ELLIPSE STANDARD JOB #498).

=====

## COOLING SYSTEM

=====

ENGINE COOLANT FILTER - CHANGE #1 & 5 PMI ONLY

INSPECT RADIATOR FOR DAMAGE, CHECK FAN BLADES.

CLEAN RADIATOR WITH AIR PRESSURE.

PRESSURIZE COOLING SYSTEM TO 10 PSI.



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

CHECK COOLANT HOSES FOR DEFECTS, RUB MARKS, BAD HOSE CLAMPS.  
CHECK FOR ANY SIGNS OF COOLANT LEAKS.  
CHECK COOLING FAN CONDITION AND OPERATION.

TEST COOLANT WITH COOLANT TEST STRIPS.  
DRAIN THE COOLANT SYSTEM ONLY IF CONTAMINATED; IF NITRITE  
LEVELS ARE TOO HIGH, DRAIN 1/2 THE COOLANT (SEE TDN  
08-0043); AND FILL WITH FRESH COOLANT.

REPLACE COOLANT FILTER (FLEETGUARD WF2131) EVERY 15 MONTHS  
FROM LAST REPLACEMENT OR IF THE NITRITE LEVELS ARE TOO LOW  
(SEE TDN 08-0043).

MARK FILTER WITH DATE OF FILTER REPLACEMENT (USE PERMANENT  
MARKER)

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

### HVAC SYSTEM

INSPECT CONDITION OF REFRIGERANT HOSES AND TUBING.  
INSPECT FOR LEAKS OF REFRIGERANT AND OIL.  
CHECK DRY EYE IN THE LIQUID LINE SIGHT GLASS FOR MOISTURE  
CONTENT.

CHECK REFRIGERANT CHARGE IN LIQUID LINE SIGHT GLASS. SIGHT  
GLASS SHOULD BE FREE OF BUBBLES.  
INSPECT COMPRESSOR ALIGNMENT, MOUNTS, BUSHINGS & LINKS.  
INSPECT DRIVE BELTS FOR EXCESSIVE WEAR AND TENSION.

INSPECT AND CLEAN CONDENSER COILS.  
INSPECT AND CLEAN EVAPORATOR COILS.  
CLEAN OR REPLACE RETURN AIR FILTER.

INSPECT ALL WIRES, CONNECTORS AND TERMINALS FOR  
DAMAGE/CORROSION.

CHECK INTERIOR TEMPERATURE SETTING ADJUST AS NECESSARY.  
SET POINT ON INTELLIGIAIRE II 68 DEG A/C AND 72 DEG HEAT.



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

=====

### CHARGING SYSTEM AND BATTERY MAINTENANCE

=====

CHECK & RECORD VOLTAGE REGULATOR SETTING (FAST IDLE ON)  
INSPECT GENERATOR & VOLTAGE REGULATOR WIRING.  
CHECK GENERATOR OUTPUT AND ATTACH PRINT OUT.  
RECORD VOLTAGE \_\_\_\_\_

STEAM CLEAN BATTERIES AND BATTERY COMPARTMENT.  
INSPECT BATTERY HOLD-DOWNS.  
INSPECT BATTERY CABLES FOR DAMAGE AND CORROSION.  
CHECK VOLTAGE EQUALIZER, WIRING AND CONNECTORS.

INSPECT ALL BATTERY CONNECTIONS. MUST BE CLEAN AND TIGHT.  
INSPECT BATTERY CUT-OFF SWITCHES.

CHECK WATER LEVEL, CLEAN BATTERY POST AND ADD PROTECTIVE  
COATING.

CHECK STARTER DRAW \_\_\_\_\_.  
PERFORM AND RECORD BATTERY TEST WITH ELECTRONIC TESTER.  
WHEN LOAD TESTING, MAX LOAD SHOULD BE ONE-HALF THE BATTERIES  
CCA RATING.

### VEHICLE BATTERIES:

BATTERY #1: \_\_\_\_\_ BATTERY #2: \_\_\_\_\_

### UPS BATTERIES:

BATTERY #1: \_\_\_\_\_ BATTERY #2: \_\_\_\_\_

=====

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

=====

### INTERIOR

=====

CHECK INSTRUMENT PANEL FOR PROPER OPERATION AND CONDITION.  
CHECK THROTTLE PEDAL OPERATION. SHOULD BE SMOOTH WITH NO  
BINDING.  
CHECK DRIVERS AUXILIARY FAN AND LIGHT FOR PROPER OPERATION.



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

CHECK DRIVERS SUN VISORS FOR PROPER CONDITION.

CHECK DOOR INTERLOCK OPERATION. WITH INTERLOCK ENGAGED, THROTTLE SHOULD BE "LOCKED-OUT".

CHECK BRAKE PEDAL OPERATION. CHECK AIR PRESSURE GAUGE FOR A MINIMUM OF 115 PSI. DEPRESS AND RELEASE BRAKE PEDAL 2-3 TIMES. SHOULD HEAR THE AIR EXPELLED FROM THE QUICK RELEASE VALVE AS YOU RELEASE THE BRAKE PEDAL.

PERFORM A BRAKE APPLIED AIR LOSS TEST WITH THE PARKING BRAKE RELEASED. AIR LOSS SHOULD NOT EXCEED 5 PSI PER MINUTE. IF MORE THAN ALLOWED, PERFORM AIR LEAK CHECK.

CHECK LOW AIR WARNING AND AIR GOVERNOR CUT-OUT. DEplete AIR FROM TANKS UNTIL LOW AIR WARNING BUZZER SOUNDS. ALLOW AIR PRESSURE TO BUILD BACK UP. LOW AIR WARNING SHOULD STOP AT APPROX. 60 PSI. AIR GOVERNOR CUT-OUT SHOULD OCUR BETWEEN 125-135 PSI.

APPLY PARKING BRAKE AND TRY TO MOVE THE BUS WITH BRAKE APPLIED.

CHECK FRONT AND REAR DOOR OPERATION. CHECK SENSITIVE EDGES, ROD ENDS, MOTOR MOUNTING PLATES. LUBE COMPONENTS AS REQUIRED.

CHECK DOORS WITH AIR PRESSURE RELEASED, CHECK PIVOT PINS, LUBE AS REQUIRED.

DISASSEMBLE AND CLEAN FRONT DOOR SOLENOID OF ALL OIL RESIDUE.

NOTE: USE CONTACT CLEANER ONLY;

CHECK FOR PROPER DISPLAY OF EMERGENCY DECALS AT WINDOWS AND DOORS.

CHECK DOOR AIR DUMP OPERATION.

CHECK FLOOR SWITCHES UNDER-PLATE FOR DEBRIS AND CLEANLINESS.

CHECK FRONT AND REAR DOOR EMERGENCY OPERATION.

INSPECT STEERING WHEEL, TILT AND TELESCOPIC ADJUSTMENT.

CHECK HORN OPERATION.

CHECK KNEEL SYSTEM OPERATION.



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

CHECK FAST IDLE OPERATION.  
CHECK ABS INDICATOR LIGHT OPERATION.  
CHECK FIRE EXTINGUISHER FOR VALID DATE AND HOLDING BRACKET IS SECURE.  
CHECK THAT THE SAFETY TRIANGLES ARE COMPLETE AND PROPERLY SECURED.  
CHECK CHIMES OPERATION AT ALL STATIONS INCLUDING WHEELCHAIR POSITIONS.  
CHECK EMERGENCY HATCHES AND WINDOWS FOR PROPER OPERATION.  
INSPECT HAND STRAPS AND GRAB RAILS. SHOULD BE SECURE AND IN GOOD ORDER.  
INSPECT COACH FOR GRAFFITI ON SEATS, WINDOWS, PANELS AND RAILS.  
  
CHECK FLOOR COVERINGS AND STEP TREADS.  
CHECK ALL INTERIOR LIGHTS AND MIRRORS FOR PROPER OPERATION.  
CHECK ALL ROOF INTERIOR PANELS FOR PROPER SECUREMENT.

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

### WHEELCHAIR RAMP

OPERATE RAMP THROUGH TWO COMPLETE CYCLES AND VERIFY PROPER OPERATION.  
CHECK WHEELCHAIR RAMP ALARM WHEN OPERATING RAMP OR KNEELING SYSTEM.  
CHECK ALL HOSES AND FITTINGS, TIGHTEN AND REPLACE AS NECESSARY.  
  
CHECK FOR LOOSE OR MISSING SET SCREWS AT THE DRIVESHAFT COUPLER, SENSOR TARGET AND PILLOW BLOCKS.  
  
CHECK DRIVE ARM T-NUTS FOR LOOSENESS, RE-TIGHTEN AS NECESSARY. USE LOCTITE "BLUE" AS NECESSARY.  
  
REMOVE WHEELCHAIR RAMP INSPECTION PLATE, CHECK FOR DEBRIS, LEAKS, CHECK WIRING HARNESS FOR SIGNS OF RUBBING OR CHAFING.  
  
CHECK AND LUBE WHEELCHAIR RAMP CHAIN.  
CHECK RAMP INTERIOR AREA AND REMOVE ACCUMULATED DIRT AND





## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

DEBRIS:

CHECK SIDE BATTERIES FOR TIGHT ATTACHMENT TO BARRIER.  
TIGHTEN SCREWS ON RAMP BOTTOM AND APPLY LOCTITE "BLUE" AS  
NECESSARY.

CHECK OPERATION OF WHEELCHAIR SEATING CLAMPS AND BELTS.  
CHECK FOR ANY LOOSE OR MISSING SCREWS, HARDWARE, ETC.  
VISUALLY CHECK NON-SLIP FLOORING FOR DAMAGE TO SURFACE.  
CHECK THAT REQUIRED DECALS ARE IN PLACE AND SECURE.

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

EXTERIOR

CHECK WINDSHIELD WIPER AND WASHER OPERATION. TOP OFF WASHER  
FLUID.

CHECK HAZARD LIGHTS, TURN SIGNALS AND BACK-UP HORN.

CHECK FRONT AND REAR BUMPERS FOR DAMAGE.

CHECK MIRRORS AND MOUNTING ARMS FOR DEFECTS.

CHECK FOR REQUIRED DECALS INCLUDING LNG DECALS ON REAR OF  
BUS.

CHECK BIKE RACK OPERATION/CONDITION.

CHECK COACH BODY FOR LOOSE PANELS/BODY DAMAGE.

CHECK REAR TOP FUEL TANK DOORS FOR CRACKS AND DOOR PROP  
LEAKS.

CHECK ENGINE ACCESS DOOR FOR CRACKS AND DOOR PROP LEAKS.

CHECK AXLE OIL LEVELS, CHECK FOR DISCOLORED OIL.

VISUALLY CHECK CENTER AND REAR WHEEL VENT HOLES ARE ALIGNED.

CHECK RUBBER WHEEL WELL FLAPS FOR DAMAGE OR DEFECTS.

CHECK ALL EXTERIOR LIGHTS.

CHECK AND REMOVE FINGERPRINTS, HANDPRINTS, SMUDGES, ETC.  
FROM EXTERIOR.

RECORD AIR PRESSURE IN TIRES: RF: \_\_\_\_\_ LF: \_\_\_\_\_



## OCTA WORK ORDER JOB CARD

All Current Department Safety Policies Shall Be Observed At All Times

RRO: \_\_\_\_\_ RRI: \_\_\_\_\_ LRO: \_\_\_\_\_ LRI: \_\_\_\_\_

CHECK WHEEL LUG NUTS FOR PROPER TORQUE! ALL WHEELS ARE 500  
LBS TORQUE.

MECHANICS SIGNATURE: \_\_\_\_\_ EMP ID#: \_\_\_\_\_

GRAFFITI STANDARDS, POLICIES & PROCEDURES

CONTRACTOR will maintain a graffiti free policy on both the exterior and interior of the buses. This includes, but is not limited to marks made by ink or marker, scratches, stains, chips, dents, chipped, missing or bubbling paint, dirt or trash, gum and/or loose, broke or missing pieces. Damaged or missing decals are not acceptable. This applies to the full interior of the bus, including floors, walls, windows, ceilings, seats, doors, mirrors and wheels. Any worn, broken, cut, torn or vandalized components that are visible or accessible by the public, must be repaired or replaced promptly to eliminate hazards, minimize discomfort, and/or maintain appearance.

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**STANDARDS:**

- INTERIORS: must be clean and graffiti free. No torn, stained or dirty seats, dirty or damaged rear or side panels, loose handrails, loose screws, etc. Damaged or missing decals are not acceptable.
- WINDOWS: must be clean and graffiti free. Windows must be fully operational.
- EXTERIORS: must be clean and free of all body damage. Damaged or torn bumpers and fender flares, excessive soap build-up and damaged or missing decals are not acceptable.

---

**POLICY:**

Any vehicle identified with having graffiti shall be cleaned and/or repaired within 24 hours.

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**PROCEDURES:**

1. Each revenue vehicle will receive a daily pre-trip inspection by the vehicle operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections shall be kept by the Contract and be available to Authority as part of the scheduled operations report.
2. Vehicle operators shall inspect vehicles for graffiti during the pre and post-trip inspections. If graffiti is identified, the vehicle operator shall document the damage on the Daily Pre-trip Report and immediately notify dispatch. At which time dispatch will notify maintenance and maintenance will make arrangement to have graffiti removed.
3. Vehicle fuelers/washers will inspect each vehicle during the fueling and washing process for graffiti on daily basis. Any graffiti identified will be documented on the daily fuel log. Please see attached sample of "Fuel Log."
4. The maintenance department will be reviewing all Daily Pre-trip Reports and Fuel Log Reports for any graffiti damage.
5. The maintenance staff will inspect each vehicle identified in these reports or come into a facility for graffiti. Any graffiti found will be removed promptly as stated in the policy.



**RED TAGGED  
VEHICLE**

THIS VEHICLE IS NOT TO BE PLACED  
INTO REVENUE SERVICE UNTIL  
RELEASED BY AN OCTA CONTRACT  
ADMINISTRATOR

VEHICLE NUMBER: \_\_\_\_\_

RED TAG DATE: \_\_\_\_\_

TAGGED BY: \_\_\_\_\_

DEFECT: \_\_\_\_\_  
\_\_\_\_\_

This vehicle does not meet OCTA's safety standards and **MUST BE REMOVED  
FROM SERVICE.**

**This section to be completed once repairs have been made.**

Vehicle safety problem rectified by \_\_\_\_\_  
on \_\_\_\_\_ (Date).

Verified and released for service by \_\_\_\_\_  
(Maintenance Administrator)  
on \_\_\_\_\_ (Date).



**DEFECT REPORT**

**COACH OPERATOR(S) INPUT**

**IMPORTANT:** Help expedite repairs by providing necessary information regarding defects!

DATE \_\_\_\_\_ BUS \_\_\_\_\_

**PRE-OP INSPECTION**

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach drivers:

Indicate with an (x) that each item has been checked during the pre-op and explain defect on right side of this report.

**VEHICLE OPERATOR PRE-OP INSPECTION** *Badge No.* \_\_\_\_\_

___ Mirrors	___ Conduct Walk-Around	___ Lights & Reflectors
___ Door Interlock	___ Fire Extinguisher	___ Lighting Devices & reflectors
___ Windshield Wipers	___ Emergency Reflectors	___ Tires/Log Nuts
___ Horn	___ Steering Mechanism	___ (wheels & rim)
___ Air Loss (parking/brakes/service brakes)	___ Drivers Seat/Belt	

**MAINTENANCE PRE-OP INSPECTION** *Badge No.* \_\_\_\_\_

___ Wheelchair Lift	___ Seats/Handrails	___ Windows/Doors/Hatches
___ Fluid Leaks	___ Loose Body Panels	___ Heating/Cooling System
___ PA System		

**DEFECTS** Indicate with an (x) Defective Items Only:

<b>BRAKES</b> (Explain in Detail)	<b>ENGINE</b>
___ Air Leak	___ Hot Engine/Water Levels
___ Soft/Hard	___ Low Oil/Oil Leaks
___ Pull to L/R	___ Starts Hard
___ Noisy	___ No Power/Eng. Ck. Light
___ Dragging	___ Smokes
___ Smoking	___ Idles Rough/Vibration
___ Retarder	___ Other (explain)
___ Other (explain)	

<b>TIRE/WHEELS</b>	<b>TRANSMISSION</b>
___ Flat	___ Won't Go Into Gear
___ Embedded Object	___ Hard Shift
___ Cut	___ Slips/Clunks/Lurches
___ Smooths/Cord	___ Excessive Noise
___ L F R F R R I R R O L R I L R O	___ Leaks
___ Loose/Missing Lugs	
___ Other (explain)	

<b>LIGHTS</b>	<b>MIRRORS</b>
___ Interior	___ Interior
___ Exterior	___ Exterior
Location: _____	

**RADIO** Problem: \_\_\_\_\_

\_\_\_\_\_

<b>A/C &amp; HEATING</b>	<b>ELECTRICAL EQUIPMENT</b>
___ Off	___ Generator/Starter
___ Too Cold/Hot	___ Turn Signals/Flashers
___ Defruster Defect	___ Horn
___ Ventilation (Blowers)	___ Gauges/Instruments
___ Other (explain)	___ Fare Box
	___ Destination Sign
	___ PA System

<b>WHEEL CHAIR LIFT</b>	<b>ENTRANCE/EXIT DOORS</b>
___ Will Not Deploy	___ Slow
___ Will Not Lower/Raise	___ Inoperative
___ No Restraint Down/Up	___ Leaks Air
___ Lift Will Not Fold Into Steps to Park	___ Other (explain)
___ L F R F R R I R R O L R I L R O	

**GRAFFITI ON BODY:**

\_\_\_ Interior, Location \_\_\_\_\_ Exterior, Location \_\_\_\_\_

	Time	Signature	Badge
___ No Defects	am		
___ Defects Noted	pm	(1st Driver)	
___ No Defects	am		
___ Defects Noted	pm	(2nd Driver)	
___ No Defects	am		
___ Defects Noted	pm	(3rd Driver)	

**EXPLAIN DEFECTS ON RIGHT SIDE OF CARD**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

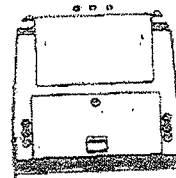
**MAINTENANCE DEPARTMENT REPAIR MADE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

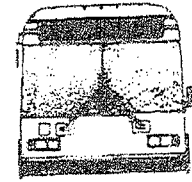
- ABOVE DEFECTS CORRECTED
- ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATIONS OF VEHICLE

Mechanic \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Bus Mileage \_\_\_\_\_

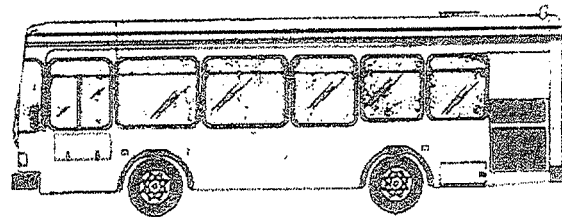
**GRAFFITI LOCATIONS, EXTERIOR**  
(Circle and damage to bus body.)



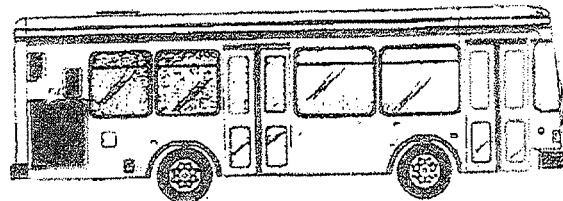
**REAR END**



**FRONT END**



**LEFT SIDE**



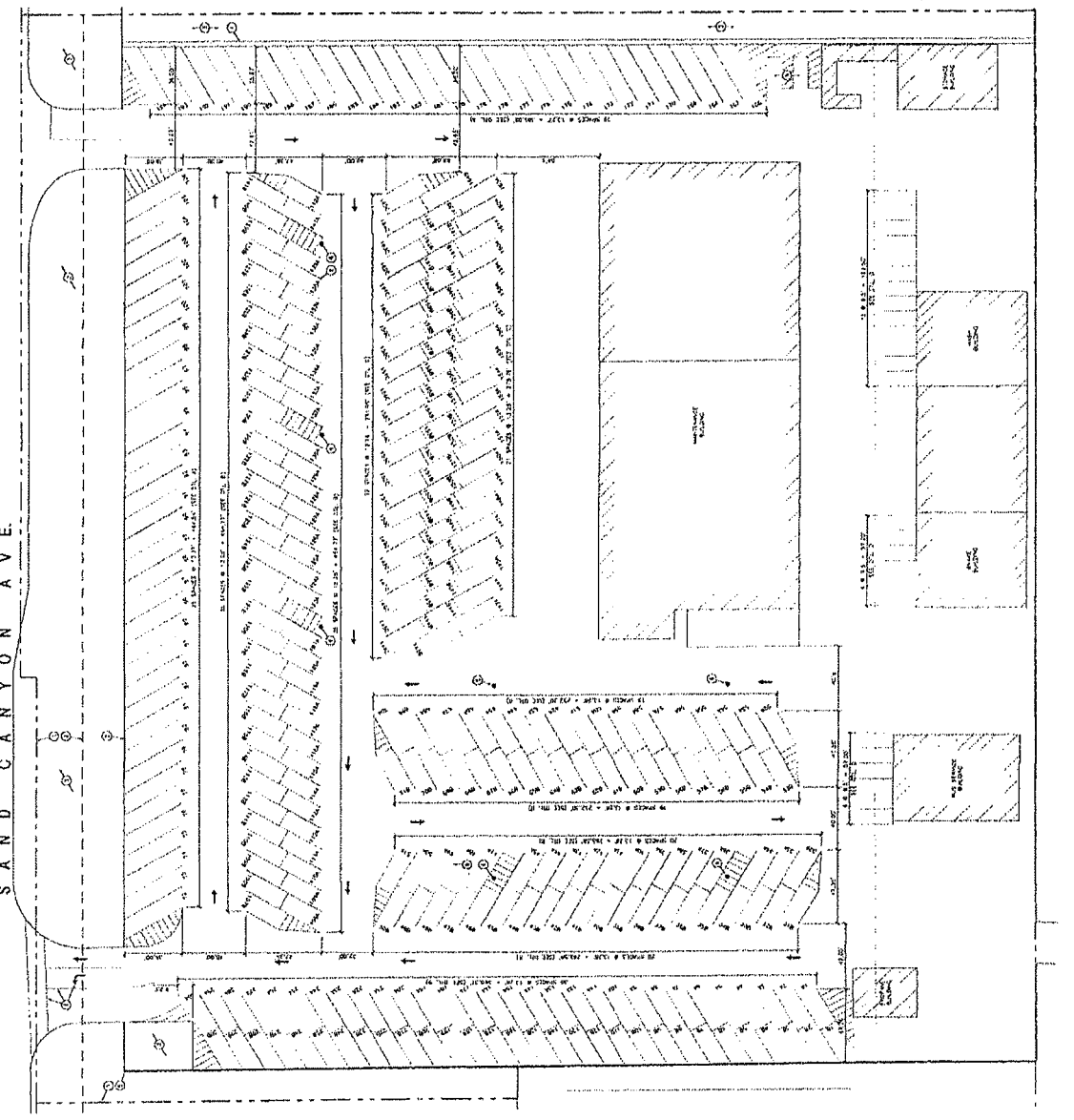
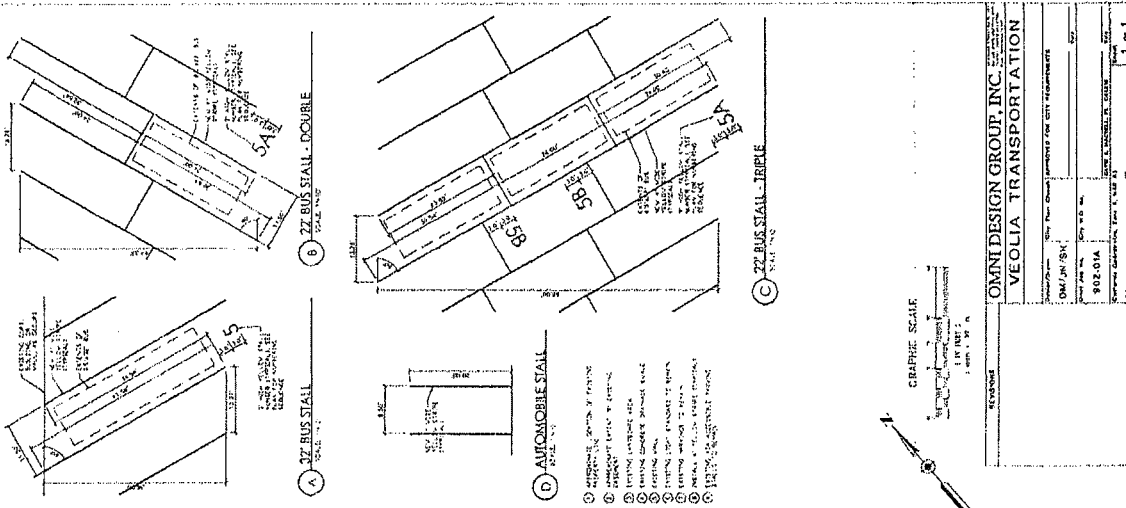
**RIGHT SIDE**

**DRIVER REVIEWING REPAIRS:**

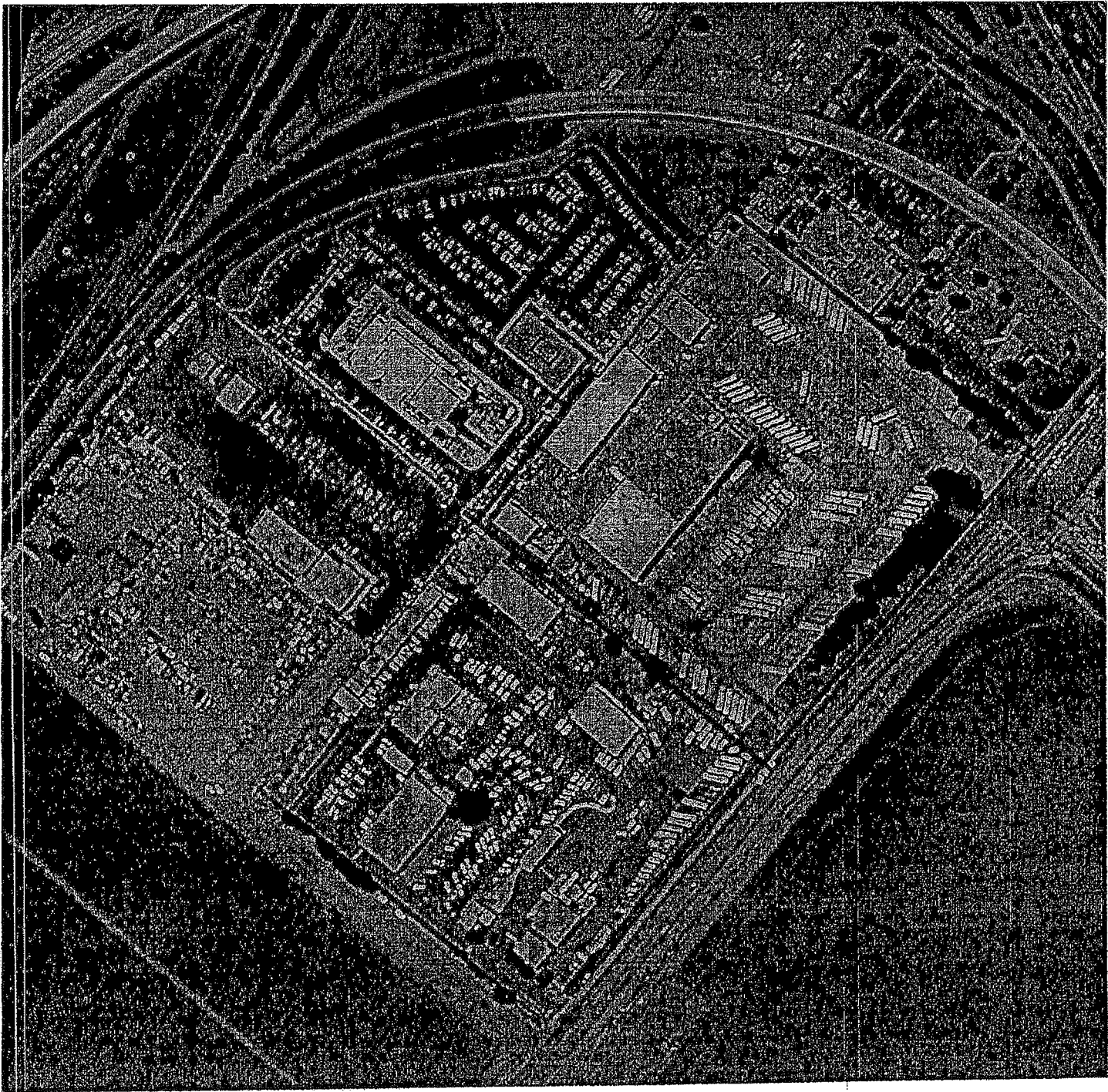
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



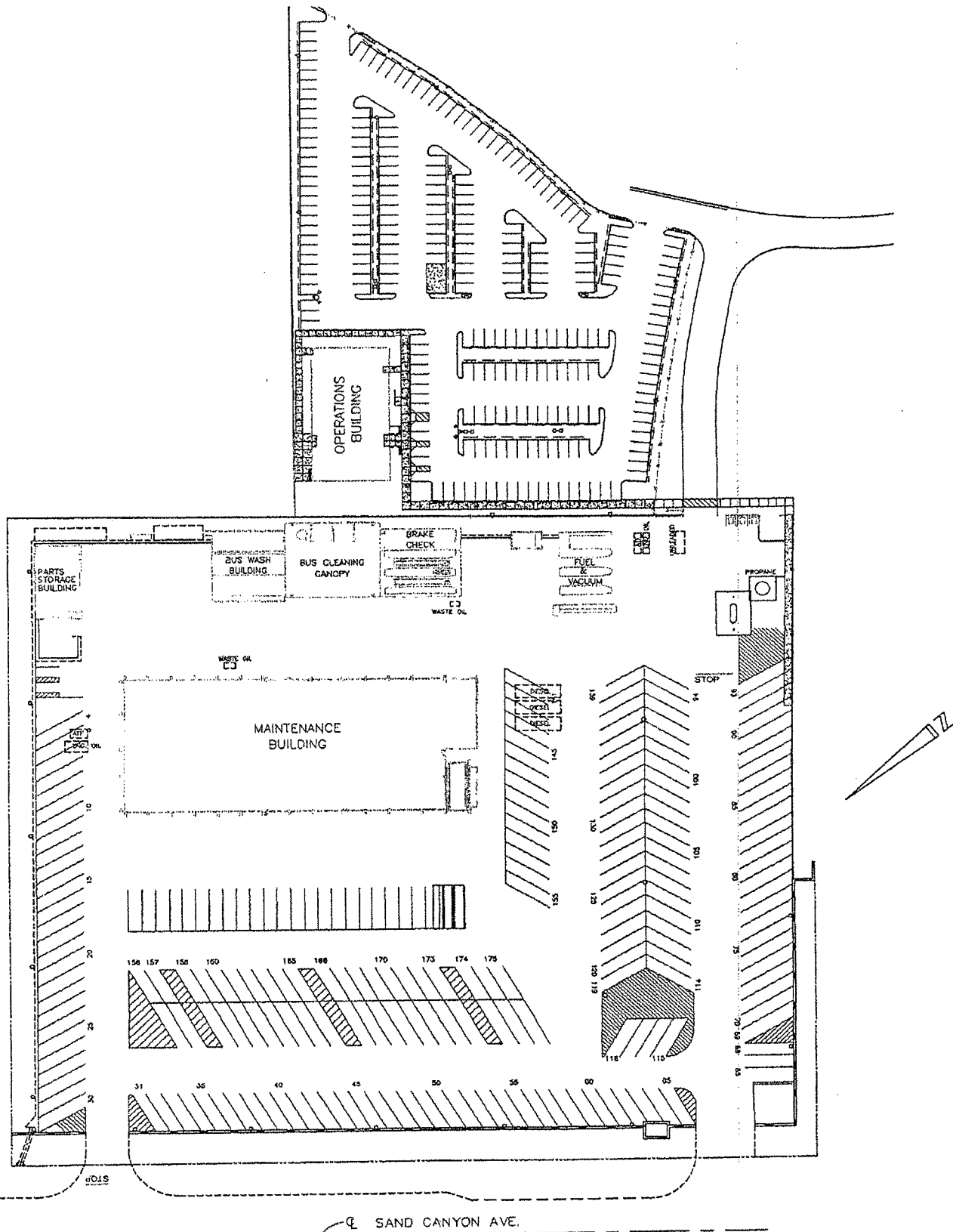
SAND CANYON AVE.



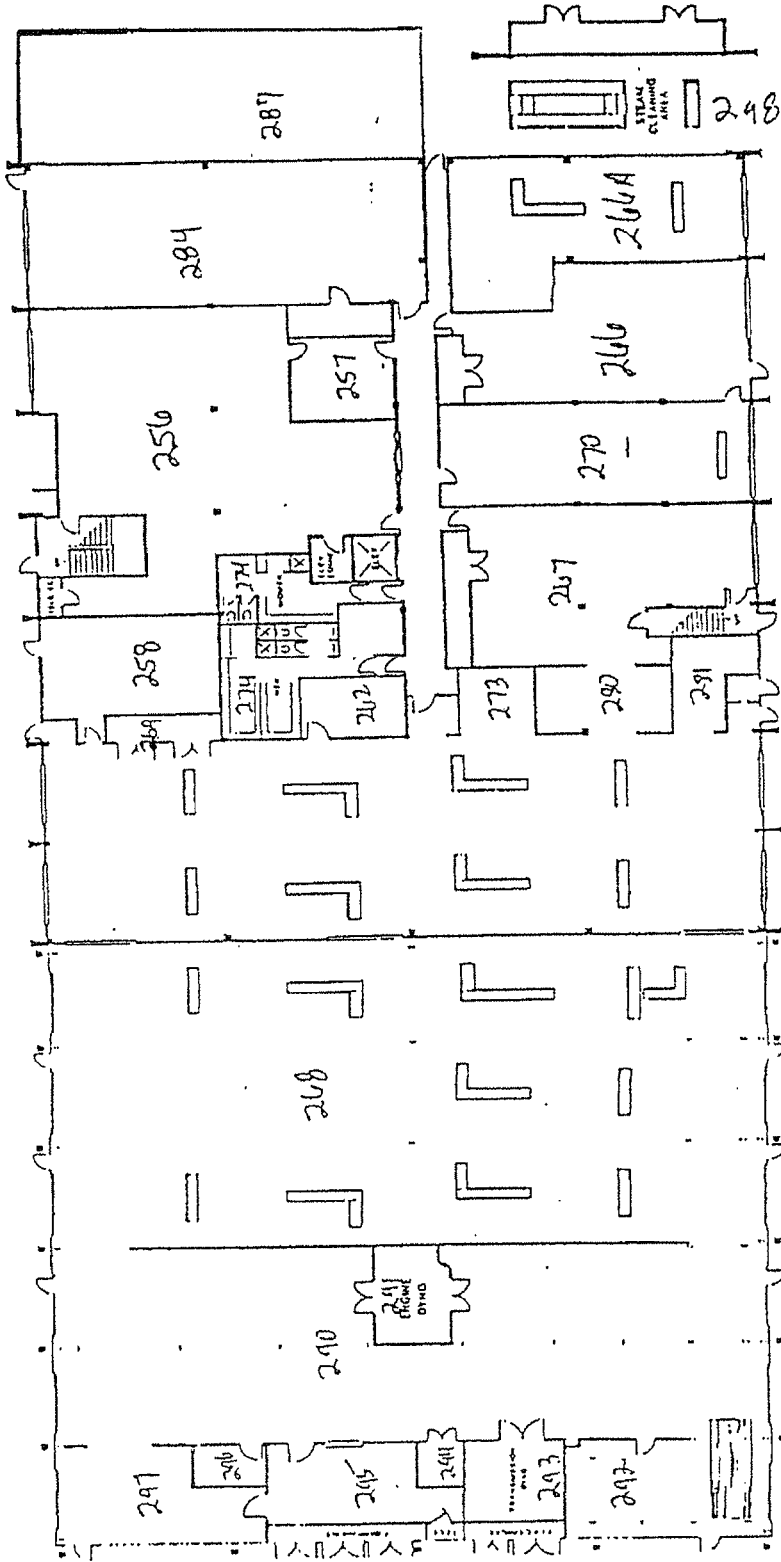
OMNI DESIGN GROUP, INC.	
VEOLIA TRANSPORTATION	
Project Name	City Park - Omni - Veolia - City Transportation
Client	OMI/VEOLIA
Project No.	902-01A
Scale	AS SHOWN
Sheet No.	1 of 1



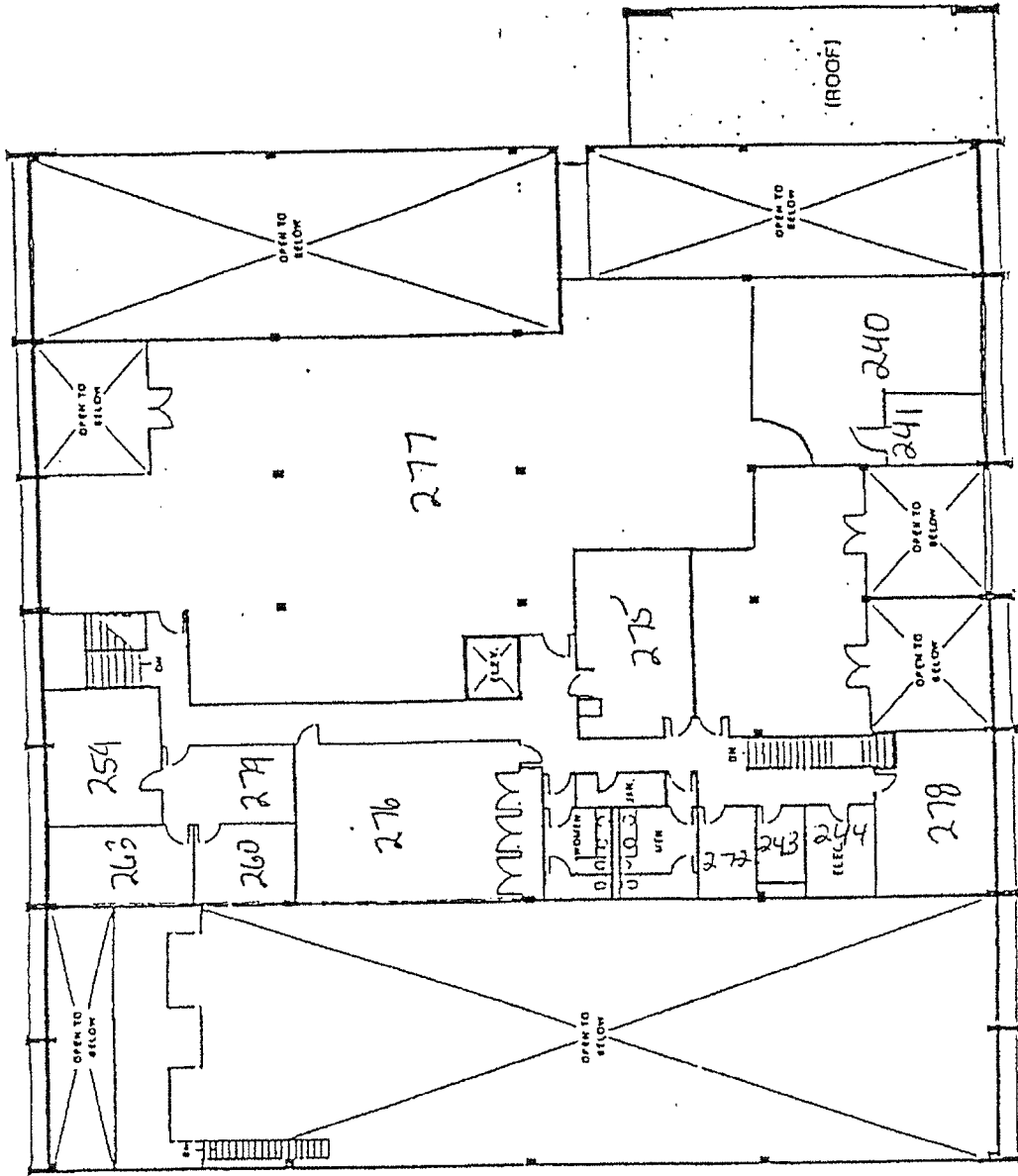




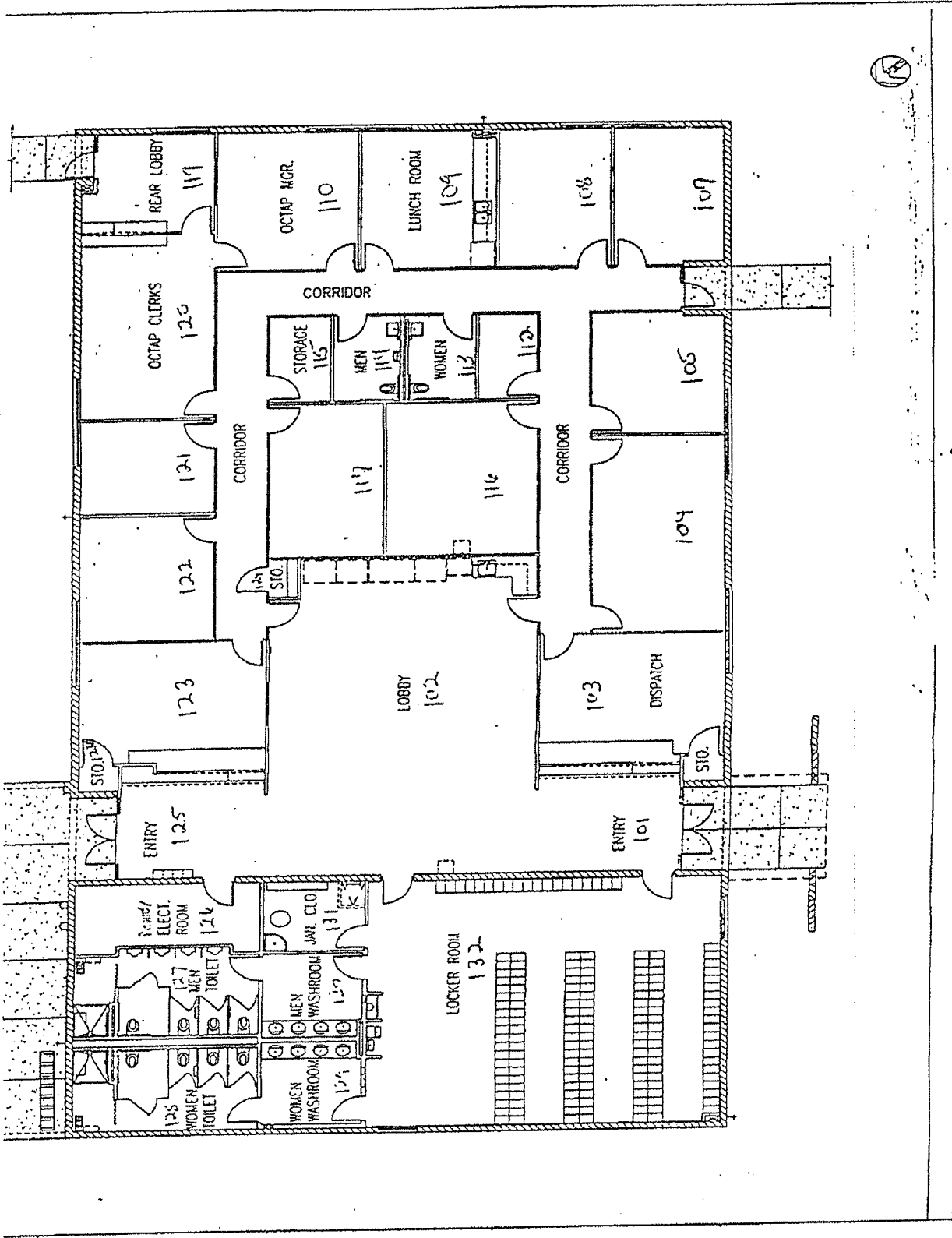
IRVINE BASE  
 SCALE: NTS



**Irvine Base 07**  
**Maintenance Building - First Floor**



**Irvine Base 07**  
**Maintenance Building - Second Floor**



Irvine Base 07  
Operations Building

**SECTION V**

**COST AND PRICE FORMS**

**PRICE SUMMARY SHEET  
(VARIABLE RATE – CONTRACTED FIXED ROUTE,  
STATIONLINK, EXPRESS BUS SERVICES)  
YEAR ONE – 7/1/09 TO 6/30/10**

<b>RVH VARIABLE RATE</b> DESCRIPTION	<b>ORIGINAL RATE</b>	<b>11% TO 20% INCREASE</b>	<b>11% TO 20% DECREASE</b>	<b>21% TO 30% INCREASE</b>	<b>21% TO 30% DECREASE</b>
<b>A. Operations and Call Center Direct Labor Wages</b> (specify FTE, PTE wage rate)					
<b>OPERATIONS</b> Operator Trainer(s) (Driver Trainers) Road Supervisor(s) Operators (Drivers) Other (*Specify – Window Supervisors, Clerical, Etc.)					
<b>MAINTENANCE</b> Mechanic Supervisor(s) Mechanics Service Workers Other (Specify)					
Subtotal Direct Labor Costs					
<b>B. Operations Fringe Benefits</b> Positions referenced in "A" (Above)					
<b>OPERATIONS</b>					
<b>MAINTENANCE</b>					
Subtotal Fringe Benefits					
<b>C. Employee Taxes</b> (Positions referenced in "A" above)					
Subtotal Employee Tax Cost					
<b>D. Materials &amp; Supplies</b> Uniforms Miscellaneous Supplies (Specify)					
Subtotal Materials & Supplies					
<b>E. Taxes/Permits/Licenses</b> Specify					
Subtotal Taxes/Permits/Licenses Costs					
<b>F. Casualty / Liability Insurance</b> Specify Type (s)					
Subtotal Casualty Insurance Costs					
<b>G. Operations and Maintenance Equipment Costs</b> Equipment (Specify) Other ( Specify)					
Subtotal Equipment Costs					
<b>H. Maintenance</b> Parts Vehicle Cleaning Other ( Specify)					
Subtotal Maintenance Costs					
<b>I. Subtotal Variable</b> (A+B+C+D+E+F+G+H)					
<b>J. Management Fee/Profit (Overhead )</b>					
<b>K. Total Variable Expenses (I+J)</b>					
<b>L. Total Revenue Vehicle Hours</b>	138,000				
<b>M. Total Rate Per Revenue Vehicle Hour (K/L)</b>					

**PRICE SUMMARY SHEET  
(VARIABLE RATE – CONTRACTED FIXED ROUTE,  
STATIONLINK, EXPRESS BUS SERVICES)  
YEAR TWO – 7/1/10 TO 6/30/11**

<b>RVH VARIABLE RATE</b> DESCRIPTION	<b>ORIGINAL RATE</b>	<b>11% TO 20% INCREASE</b>	<b>11% TO 20% DECREASE</b>	<b>21% TO 30% INCREASE</b>	<b>21% TO 30% DECREASE</b>
<b>A. Operations and Call Center Direct Labor Wages</b> (specify FTE, PTE wage rate)					
<b>OPERATIONS</b> Operator Trainer(s) (Driver Trainers) Road Supervisor(s) Operators (Drivers) Other (*Specify – Window Supervisors, Clerical, Etc.)					
<b>MAINTENANCE</b> Mechanic Supervisor(s) Mechanics Service Workers Other (Specify)					
Subtotal Direct Labor Costs					
<b>B. Operations Fringe Benefits</b> Positions referenced in "A" (Above)					
<b>OPERATIONS</b>					
<b>MAINTENANCE</b>					
Subtotal Fringe Benefits					
<b>C. Employee Taxes</b> (Positions referenced in "A" above)					
Subtotal Employee Tax Cost					
<b>D. Materials &amp; Supplies</b> Uniforms Miscellaneous Supplies (Specify)					
Subtotal Materials & Supplies					
<b>E. Taxes/Permits/Licenses</b> Specify					
Subtotal Taxes/Permits/Licenses Costs					
<b>F. Casualty / Liability Insurance</b> Specify Type (s)					
Subtotal Casualty Insurance Costs					
<b>G. Operations and Maintenance Equipment Costs</b> Equipment (Specify) Other ( Specify)					
Subtotal Equipment Costs					
<b>H. Maintenance</b> Parts Vehicle Cleaning Other ( Specify)					
Subtotal Maintenance Costs					
<b>I. Subtotal Variable</b> (A+B+C+D+E+F+G+H)					
<b>J. Management Fee/Profit (Overhead )</b>					
<b>K. Total Variable Expenses (I+J)</b>					
<b>L. Total Revenue Vehicle Hours</b>	165,000				
<b>M. Total Rate Per Revenue Vehicle Hour (K/L)</b>					

**PRICE SUMMARY SHEET  
(VARIABLE RATE – CONTRACTED FIXED ROUTE,  
STATIONLINK, EXPRESS BUS SERVICES)  
YEAR THREE – 7/1/11 TO 6/30/12**

<b>RVH VARIABLE RATE DESCRIPTION</b>	<b>ORIGINAL RATE</b>	<b>11% TO 20% INCREASE</b>	<b>11% TO 20% DECREASE</b>	<b>21% TO 30% INCREASE</b>	<b>21% TO 30% DECREASE</b>
<b>A. Operations and Call Center Direct Labor Wages (specify FTE, PTE wage rate)</b>					
<b>OPERATIONS</b> Operator Trainer(s) (Driver Trainers) Road Supervisor(s) Operators (Drivers) Other (*Specify – Window Supervisors, Clerical, Etc.)					
<b>MAINTENANCE</b> Mechanic Supervisor(s) Mechanics Service Workers Other (Specify)					
Subtotal Direct Labor Costs					
<b>B. Operations Fringe Benefits Positions referenced in "A" (Above)</b>					
<b>OPERATIONS</b>					
<b>MAINTENANCE</b>					
Subtotal Fringe Benefits					
<b>C. Employee Taxes (Positions referenced in "A" above)</b>					
Subtotal Employee Tax Cost					
<b>D. Materials &amp; Supplies Uniforms Miscellaneous Supplies (Specify)</b>					
Subtotal Materials & Supplies					
<b>E. Taxes/Permits/Licenses Specify</b>					
Subtotal Taxes/Permits/Licenses Costs					
<b>F. Casualty / Liability Insurance Specify Type (s)</b>					
Subtotal Casualty Insurance Costs					
<b>G. Operations and Maintenance Equipment Costs Equipment (Specify) Other ( Specify)</b>					
Subtotal Equipment Costs					
<b>H. Maintenance Parts Vehicle Cleaning Other ( Specify)</b>					
Subtotal Maintenance Costs					
<b>I. Subtotal Variable (A+B+C+D+E+F+G+H)</b>					
<b>J. Management Fee/Profit (Overhead )</b>					
<b>K. Total Variable Expenses (I+J)</b>					
<b>L. Total Revenue Vehicle Hours</b>	165,000				
<b>M. Total Rate Per Revenue Vehicle Hour (K/L)</b>					



**PRICE SUMMARY SHEET  
(VARIABLE RATE – CONTRACTED FIXED ROUTE,  
STATIONLINK, EXPRESS BUS SERVICES)  
YEAR FOUR – 7/1/12 TO 6/30/13**

<b>RVH VARIABLE RATE</b> DESCRIPTION	ORIGINAL RATE	11% TO 20% INCREASE	11% TO 20% DECREASE	21% TO 30% INCREASE	21% TO 30% DECREASE
<b>A. Operations and Call Center Direct Labor Wages</b> (specify FTE, PTE wage rate)					
<b>OPERATIONS</b> Operator Trainer(s) (Driver Trainers) Road Supervisor(s) Operators (Drivers) Other (*Specify – Window Supervisors, Clerical, Etc.)					
<b>MAINTENANCE</b> Mechanic Supervisor(s) Mechanics Service Workers Other (Specify)					
Subtotal Direct Labor Costs					
<b>B. Operations Fringe Benefits</b> Positions referenced in "A" (Above)					
<b>OPERATIONS</b>					
<b>MAINTENANCE</b>					
Subtotal Fringe Benefits					
<b>C. Employee Taxes</b> (Positions referenced in "A" above)					
Subtotal Employee Tax Cost					
<b>D. Materials &amp; Supplies</b> Uniforms Miscellaneous Supplies (Specify)					
Subtotal Materials & Supplies					
<b>E. Taxes/Permits/Licenses</b> Specify					
Subtotal Taxes/Permits/Licenses Costs					
<b>F. Casualty / Liability Insurance</b> Specify Type (s)					
Subtotal Casualty Insurance Costs					
<b>G. Operations and Maintenance Equipment Costs</b> Equipment (Specify) Other ( Specify)					
Subtotal Equipment Costs					
<b>H. Maintenance</b> Parts Vehicle Cleaning Other ( Specify)					
Subtotal Maintenance Costs					
<b>I. Subtotal Variable</b> (A+B+C+D+E+F+G+H)					
<b>J. Management Fee/Profit (Overhead )</b>					
<b>K. Total Variable Expenses (I+J)</b>					
<b>L. Total Revenue Vehicle Hours</b>	165,000				
<b>M. Total Rate Per Revenue Vehicle Hour (K/L)</b>					

**PRICE SUMMARY SHEET  
(VARIABLE RATE – CONTRACTED FIXED ROUTE,  
STATIONLINK, EXPRESS BUS SERVICES)  
OPTION YEAR ONE – 7/1/13 TO 6/30/14**

<b>RVH VARIABLE RATE DESCRIPTION</b>	<b>ORIGINAL RATE</b>	<b>11% TO 20% INCREASE</b>	<b>11% TO 20% DECREASE</b>	<b>21% TO 30% INCREASE</b>	<b>21% TO 30% DECREASE</b>
<b>A. Operations and Call Center Direct Labor Wages (specify FTE, PTE wage rate)</b>					
<b>OPERATIONS</b> Operator Trainer(s) (Driver Trainers) Road Supervisor(s) Operators (Drivers) Other (*Specify – Window Supervisors, Clerical, Etc.)					
<b>MAINTENANCE</b> Mechanic Supervisor(s) Mechanics Service Workers Other (Specify)					
Subtotal Direct Labor Costs					
<b>B. Operations Fringe Benefits Positions referenced in "A" (Above)</b>					
<b>OPERATIONS</b>					
<b>MAINTENANCE</b>					
Subtotal Fringe Benefits					
<b>C. Employee Taxes (Positions referenced in "A" above)</b>					
Subtotal Employee Tax Cost					
<b>D. Materials &amp; Supplies Uniforms Miscellaneous Supplies (Specify)</b>					
Subtotal Materials & Supplies					
<b>E. Taxes/Permits/Licenses Specify</b>					
Subtotal Taxes/Permits/Licenses Costs					
<b>F. Casualty / Liability Insurance Specify Type (s)</b>					
Subtotal Casualty Insurance Costs					
<b>G. Operations and Maintenance Equipment Costs Equipment (Specify) Other ( Specify)</b>					
Subtotal Equipment Costs					
<b>H. Maintenance Parts Vehicle Cleaning Other ( Specify)</b>					
Subtotal Maintenance Costs					
<b>I. Subtotal Variable (A+B+C+D+E+F+G+H)</b>					
<b>J. Management Fee/Profit (Overhead )</b>					
<b>K. Total Variable Expenses (I+J)</b>					
<b>L. Total Revenue Vehicle Hours</b>	165,000				
<b>M. Total Rate Per Revenue Vehicle Hour (K/L)</b>					

**PRICE SUMMARY SHEET  
(VARIABLE RATE – CONTRACTED FIXED ROUTE,  
STATIONLINK, EXPRESS BUS SERVICES)  
OPTION YEAR TWO – 7/1/14 TO 6/30/15**

<b>RVH VARIABLE RATE DESCRIPTION</b>	<b>ORIGINAL RATE</b>	<b>11% TO 20% INCREASE</b>	<b>11% TO 20% DECREASE</b>	<b>21% TO 30% INCREASE</b>	<b>21% TO 30% DECREASE</b>
<b>A. Operations and Call Center Direct Labor Wages (specify FTE, PTE wage rate)</b>  <b>OPERATIONS</b> Operator Trainer(s) (Driver Trainers) Road Supervisor(s) Operators (Drivers) Other (*Specify – Window Supervisors, Clerical, Etc.) <b>MAINTENANCE</b> Mechanic Supervisor(s) Mechanics Service Workers Other (Specify)					
Subtotal Direct Labor Costs					
<b>B. Operations Fringe Benefits Positions referenced in "A" (Above)</b>  <b>OPERATIONS</b>  <b>MAINTENANCE</b>					
Subtotal Fringe Benefits					
<b>C. Employee Taxes (Positions referenced in "A" above)</b>					
Subtotal Employee Tax Cost					
<b>D. Materials &amp; Supplies Uniforms Miscellaneous Supplies (Specify)</b>					
Subtotal Materials & Supplies					
<b>E. Taxes/Permits/Licenses Specify</b>					
Subtotal Taxes/Permits/Licenses Costs					
<b>F. Casualty / Liability Insurance Specify Type (s)</b>					
Subtotal Casualty Insurance Costs					
<b>G. Operations and Maintenance Equipment Costs Equipment (Specify) Other (Specify)</b>					
Subtotal Equipment Costs					
<b>H. Maintenance Parts Vehicle Cleaning Other (Specify)</b>					
Subtotal Maintenance Costs					
<b>I. Subtotal Variable (A+B+C+D+E+F+G+H)</b>					
<b>J. Management Fee/Profit (Overhead )</b>					
<b>K. Total Variable Expenses (I+J)</b>					
<b>L. Total Revenue Vehicle Hours</b>	165,000				
<b>M. Total Rate Per Revenue Vehicle Hour (K/L)</b>					

PRICE SUMMARY SHEET  
REQUEST FOR PROPOSALS (RFP) 8-1326

I acknowledge receipt of RFP 8-1326 and Addenda No.(s) \_\_\_\_\_

This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

SIGNATURE'S NAME AND TITLE \_\_\_\_\_

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

**SECTION VI**  
**PROPOSED AGREEMENT**

**AGREEMENT NO. C-8-1326**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**THIS AGREEMENT** is effective as of this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), , (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide management and operation services including, but not limited to, all management, personnel, reservations and scheduling, dispatching, operations, insurance, record keeping and reporting, computer hardware, and administrative software, and vehicles for driver relief and road supervision as necessary for the operation of the Contracted Fixed Route, StationLink and Express Bus services; and

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

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

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

**WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on March 23, 2009;

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

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions

1 of the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior  
2 representations, understandings and communications. The invalidity in whole or in part of any term or  
3 condition of this Agreement shall not affect the validity of other terms or conditions.

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

11 **ARTICLE 2. AUTHORITY DESIGNEE**

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

14 **ARTICLE 3. SCOPE OF WORK**

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

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

21 **Names**

**Functions**

1 C. No person named in paragraph B of this Article, or his/her successor approved by  
 2 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function  
 3 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.  
 4 Should the services of any key person become no longer available to CONTRACTOR, the resume and  
 5 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
 6 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key  
 7 person, unless CONTRACTOR is not provided with such notice by the departing employee.  
 8 AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these  
 9 qualifications concerning acceptance of the candidate for replacement.

10 D. If AUTHORITY becomes dissatisfied with the performance of any person designated as  
 11 "key personnel" or with any driver performing under this Agreement, AUTHORITY shall notify  
 12 CONTRACTOR in writing. Within ten (10) working days of receipt of such notice, CONTRACTOR shall,  
 13 at its sole discretion, either propose a replacement person for evaluation and approval by AUTHORITY  
 14 or present to AUTHORITY a plan for correcting the incumbent's performance deficiencies within a  
 15 period of thirty (30) days thereafter. If either AUTHORITY rejects the plan presented by  
 16 CONTRACTOR or the incumbent's performance deficiencies are not corrected to AUTHORITY's  
 17 satisfaction within the (30) day plan period approved by AUTHORITY, then CONTRACTOR shall, within  
 18 ten (10) working days after rejection of the plan or expiration of the 30-day plan period, propose to  
 19 AUTHORITY a replacement person for evaluation and approval by AUTHORITY.

20 E. If CONTRACTOR should find it necessary in the future to replace or reassign  
 21 CONTRACTOR'S senior management position known as the General Manager, CONTRACTOR  
 22 agrees to consult with AUTHORITY in order to seek its input and concurrence on CONTRACTOR's  
 23 replacement for the position. CONTRACTOR shall retain the right of approval for the selection of  
 24 the position.

25 F. If, during the course of normal employee turnover, the positions of either General  
 26 Manager or Project Manager or Maintenance Manager remain open for a period in excess of thirty



(30) calendar days, the AUTHORITY may deduct the salary and benefits, as described in Exhibit A, Scope of Work, plus a penalty of \$100.00 per day for any month or portion thereof in which the position remains unfilled beyond the first thirty (30) days.

**ARTICLE 4. AUTHORITY OVERSIGHT & MANAGEMENT**

A. AUTHORITY's Manager of Community Transportation Services, or designee, shall be the single point of contact for CONTRACTOR and be responsible for performance management. AUTHORITY shall assign personnel from various departments to monitor different aspects of CONTRACTOR's performance to assist the Manager of Community Transportation Services in ensuring compliance with Exhibit A "Scope of Work". All formal communications regarding technical performance under this Agreement shall be between the Manager of Community Transportation Services and CONTRACTOR and shall be subject to Article 1 herein. Communications for all contractual issues arising out of CONTRACTOR's performance under this Agreement shall be between the Manager of Contracts and Procurement, or designee, and CONTRACTOR and also be subject to Article 1.

B. Any verbal additions, deletions, or modifications of any kind made to Exhibit A, Scope of Work and/or Agreement by any personnel not specified above shall be considered unauthorized and invalid. Valid modifications to the Scope of Work shall be in the form of a written amendment, signed by an authorized member of AUTHORITY.

**ARTICLE 5. TERM OF AGREEMENT**

A. This Agreement shall commence on July 1, 2009, and shall continue in full force and effect through June 30, 2013, unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of the agreement for an additional twelve (12) months commencing July 1, 2013 and continuing through June 30, 2014, ("First Option Term"), and thereupon require CONTRACTOR to continue to provide service, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5, "Payment".

/

1 C. AUTHORITY, at its sole discretion, may elect to extend the term of the agreement for an  
2 additional twelve (12) months commencing July 1, 2014 and continuing through June 30, 2015,  
3 ("Second Option Term"), and thereupon require CONTRACTOR to continue to provide service, and  
4 otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5, "Payment".

5 D. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish  
6 its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as  
7 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be from July 1,  
8 2009 through June 30, 2015, which period encompasses the Initial Term, First Option Term and  
9 Second Option Term.

10 **ARTICLE 6. PAYMENT**

11 A. AUTHORITY shall pay CONTRACTOR a firm-fixed Revenue Vehicle Hourly Rates for  
12 each of the services as described in Exhibit A, Scope of Work. The rates are based on the costs  
13 provided in the "Price Summary Sheets," as shown in Exhibit B, which is attached to and by this  
14 reference incorporated into and made a part of this Agreement.

15 B. All cash revenues collected shall be retained by CONTRACTOR and shall be deducted  
16 from the monthly invoice. AUTHORITY shall thereupon pay CONTRACTOR the resulting amount due.  
17 All revenues shall be accumulated and deducted for each AUTHORITY accounting period.  
18 CONTRACTOR shall report all fares, transfers and passes received and an accurate passenger count  
19 for each accounting period and service type.

20 C. During each billing period, CONTRACTOR shall meet the Contracted Fixed Route  
21 Services performance standards as specified in Exhibit A. Failure to meet these standards shall result  
22 in the application of the Exhibit A specified penalties against CONTRACTOR's billing-period invoice(s).

23 D. AUTHORITY will monitor performance of CONTRACTOR against the performance  
24 measures stated in Exhibit A to ensure that the standards have been established that are appropriate  
25 and fair. The effective date for operations is July 1, 2009.

26 /

1           E.       On or before the 10th calendar day of the close of the billing cycle, CONTRACTOR shall  
 2 submit an invoice for each of the services provided to AUTHORITY, Attention Accounts Payable office  
 3 with a copy to the AUTHORITY'S Project Manager, itemizing CONTRACTOR's full and complete  
 4 performance under this Agreement for the previous period and showing the retained revenue deducted.  
 5 Each invoice shall follow a format provided by the AUTHORITY and shall cite Agreement No. C-8-1326;  
 6 specify the type of service for which payment is being requested; the time period covered by the invoice  
 7 and the amount of payment requested; and all relevant back-up documentation, including monthly  
 8 operations summaries, must be included with each invoice. CONTRACTOR shall also include receipt  
 9 of cash deposits to AUTHORITY on a monthly basis. AUTHORITY shall remit payment within thirty  
 10 (30) days of receipt and approval of each invoice. If any portion of the invoice is disputed by  
 11 AUTHORITY, AUTHORITY agrees to reimburse CONTRACTOR for all undisputed costs. Disputed  
 12 costs shall be resolved in 30 days and be included in the subsequent month's payment to  
 13 CONTRACTOR.

14           **ARTICLE 7. REVENUE SERVICE HOURS**

15           Revenue Service Hours shall be defined as any sixty-minute increment of time a vehicle is  
 16 available for passenger transport within the pre-established schedules approved by the AUTHORITY.  
 17 A vehicle is available for passenger transport from the time it arrives at the first pick-up address and  
 18 ends when it has completed its last passenger drop-off (or when the passenger is declared a no show  
 19 at the origination address) and is released from service by the dispatcher, excluding meal breaks,  
 20 service breaks, mechanical breakdowns and the time a vehicle is down due to an accident. If the first  
 21 scheduled pick-up is a no show, the vehicle arrival time shall still be used for computation of vehicle  
 22 service hours, providing that the vehicle arrival time is within the scheduled pickup window.

23           **ARTICLE 8. PROMPT PAYMENT CLAUSE**

24           A.       CONTRACTOR agrees to pay each subcontractor for the satisfactory work performed  
 25 under this Agreement, no later than ten (10) calendar days from the receipt of each payment  
 26 CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to return retainage

1 payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is  
2 satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from  
3 CONTRACTOR showing payment has been made to the subcontractors. Any delay or postponement  
4 of payment from the above referenced time frames may occur only for good cause following written  
5 approval by AUTHORITY.

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

10 C. These prompt payment provisions must be incorporated in all subcontract agreements  
11 issued by CONTRACTOR under this Agreement.

12 **ARTICLE 9. MAXIMUM OBLIGATION**

13 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
14 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including  
15 obligation for CONTRACTOR's profit) shall be \_\_\_\_\_ Dollars (\$.00) which shall include all  
16 amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or  
17 due to termination of, this Agreement.

18 **ARTICLE 10. NOTICES**

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

23 /  
24 /  
25 /  
26 /

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Carolina Coppolo

(714) 560 - 5615

**ARTICLE 11. INDEPENDENT CONTRACTOR**

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

**ARTICLE 12. AUTHORITY-FURNISHED EQUIPMENT**

A. AUTHORITY shall initially provide CONTRACTOR with revenue vehicles to operate the required transportation services. However, the number of AUTHORITY-provided vehicles may prove to be insufficient to meet peak service demands during the term of this Agreement. AUTHORITY shall work closely with CONTRACTOR to evaluate the fleet requirements necessary to meet service demands and make contingency fleet vehicles available as appropriate.

B. CONTRACTOR shall be liable to AUTHORITY for any damage to or loss of AUTHORITY vehicles, radios, digital communications equipment, fareboxes, and other components of said vehicles, and shall also be liable to AUTHORITY or such other parties who is under contract to AUTHORITY for damage to or loss of other office equipment or property furnished by AUTHORITY to CONTRACTOR for CONTRACTOR's possession and use under this Agreement, unless such damage

1 or loss results from the negligence, misconduct or breach of an agreement by such other party who is  
 2 under contract to AUTHORITY except as specified in Section D. CONTRACTOR's liability in this  
 3 regard shall include, but not be limited to, damage or loss caused by collision, negligence, abuse,  
 4 vandalism, fire or theft, but in no event shall such liability exceed the replacement cost of the vehicle(s),  
 5 equipment or other property so damaged or lost.

6 C. AUTHORITY shall provide the computer software applications identified in Exhibit A.  
 7 CONTRACTOR shall have no ownership rights to the software license, records, and software  
 8 maintenance. CONTRACTOR shall return all copies of the software, technical documentation and  
 9 other materials provided by AUTHORITY at the expiration or termination of this Agreement or upon  
 10 request by AUTHORITY. CONTRACTOR acknowledges that all software, documentation and other  
 11 materials provided may include trade secrets and other confidential and proprietary information.  
 12 CONTRACTOR shall maintain such information in confidence and not disclose the information directly  
 13 or indirectly to any third party. CONTRACTOR shall make no attempt to reverse compile, disassemble  
 14 or otherwise reverse engineer the software or any portion thereof. AUTHORITY shall provide all  
 15 maintenance for the software applications.

16 D. AUTHORITY shall provide all parts required for GFI Fareboxes, unless repair is a result  
 17 of operator neglect and/or abuse.

18 E. The CONTRACTOR shall operate and maintain alternate fuel vehicles as requested by  
 19 the AUTHORITY.

20 F. Unless otherwise provided in this Agreement, upon delivery to CONTRACTOR or  
 21 manufacture or acquisition by it of any materials, parts, tooling or other property to which  
 22 AUTHORITY possesses title, or which AUTHORITY has rented or leased and furnished to  
 23 CONTRACTOR, CONTRACTOR assumes the risk of, and shall be responsible for, any damage to  
 24 or loss of such property. In any event, upon the conclusion of this Agreement or upon demand by  
 25 AUTHORITY, CONTRACTOR shall return such property to AUTHORITY in the condition in which it  
 26 was received, except for reasonable wear and tear and except for such property as has been

1 reasonably consumed in performance of work under this Agreement.

2 **ARTICLE 13. INSURANCE**

3 A. CONTRACTOR shall purchase and maintain with an insurer or insurers acceptable to  
4 AUTHORITY policies of insurance which will protect CONTRACTOR, AUTHORITY and any other party  
5 having an interest deriving from this Agreement, from claims which may arise from CONTRACTOR's  
6 acts or omissions or from the acts or omissions of CONTRACTOR's subcontractors or other agents.

7 B. During performance hereunder, and throughout the term of this Agreement,  
8 CONTRACTOR shall maintain the following insurance, which shall be full-coverage insurance not  
9 subject to self-insurance conditions (except as permitted in writing by AUTHORITY), and  
10 CONTRACTOR shall not, of its own initiative, cause such insurance to be canceled or materially  
11 changed during the term of this Agreement. CONTRACTOR may purchase an excess liability policy  
12 to comply with the minimum liability requirements of this Agreement.

13 (1) Workers' Compensation insurance with the limits established and required by the  
14 State of California with a waiver of subrogation favorable to the AUTHORITY.

15 (2) Employers' Liability insurance with minimum limits of One Million Dollars  
16 (\$1,000,000.00) per occurrence.

17 (3) Commercial General Liability insurance, to include Premises/Completed  
18 Operations, Contractual, and Personal Injury liability, with minimum limits of Five Million (\$5,000,000.00)  
19 per occurrence. AUTHORITY requires an unimpaired aggregate of Five Million (\$5,000,000.00) for  
20 this coverage.

21 (4) Commercial Automobile insurance coverage to include owned, non-owned and  
22 hired vehicles, with a minimum combined single limit of liability for Bodily Injury and Property Damage of  
23 Ten Million Dollars (\$10,000,000.00) per occurrence to include collision and comprehensive coverage  
24 of not less than the actual cash value of the vehicle with a limited deductible not to exceed \$10,000.  
25 AUTHORITY requires an unimpaired aggregate of Ten Million (\$10,000,000.00) for the Commercial  
26 Automobile Insurance Policy.

1 (5) Garagekeepers Liability with minimum limits of Two Million (\$2,000,000.00) of  
2 coverage per occurrence.

3 C. Not less than ten (10) working days prior to commencement of this Agreement,  
4 CONTRACTOR shall furnish to AUTHORITY's Contract Administrator a broker-issued certificate of  
5 insurance showing the required insurance coverages for CONTRACTOR and further providing that:

6 (1) AUTHORITY, it's Officers, Directors, Employees and Agents are named as  
7 additional insured(s) on the Commercial General Liability and Commercial Automobile insurance  
8 policies with respect to performance hereunder; and

9 (2) The coverage shall be primary and noncontributory as to any other insurance  
10 with respect to performance hereunder; and

11 (3) Thirty (30) days prior written notice of cancellation or material change in  
12 insurance coverage to be given to AUTHORITY.

13 D. Within ninety (90) days from the effective date of this Agreement, CONTRACTOR shall  
14 furnish to AUTHORITY's Contract Administrator a copy of the actual policy endorsement(s) naming  
15 AUTHORITY as an additional insured as specified in paragraph C, subparagraph 1 of this Article. Each  
16 endorsement shall state the insurance policy number, the policy term and the insurance coverages for  
17 which AUTHORITY is an additional insured.

18 E. "Occurrence," as used in this Article, means any event or related exposure to conditions  
19 which result in bodily injury, property damage or other types losses resulting from the performance of  
20 this contract.

21 F. CONTRACTOR, in the case of an accident, shall immediately notify AUTHORITY of the  
22 accident and act on AUTHORITY's behalf in the following manner:

23 1) conduct an investigation of the accident and provide copies of reports and  
24 photographs to AUTHORITY;

25 2) secure all evidence, including the AUTHORITY's-owned vehicle(s);

26 3) provide for towing and storage of AUTHORITY vehicles if needed;



1           4)     defend and indemnify AUTHORITY in any and all claims or lawsuits resulting  
2 from the accident; and

3           5)     pursue claims on behalf of AUTHORITY for damage to AUTHORITY-owned  
4 vehicles or property and any resulting loss of revenue. CONTRACTOR shall periodically communicate  
5 with AUTHORITY's Risk Management Department on the status of accident-related events and claims  
6 activities.

7           **ARTICLE 14. ORDER OF PRECEDENCE**

8           Conflicting provisions hereof, if any, shall prevail in the following descending order of  
9 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 8-  
10 1326, (3) CONTRACTOR's proposal dated ; and (4) all other documents, if any, cited herein or  
11 incorporated by reference.

12           **ARTICLE 15. CHANGES**

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

21           **ARTICLE 16. DISPUTES**

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

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

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

14 **ARTICLE 17. TERMINATION**

15 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or  
 16 part, by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay  
 17 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be  
 18 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal  
 19 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to  
 20 termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said  
 21 notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above  
 22 and 0, herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable  
 23 provisions of the FAR pertaining to termination for convenience.

24 B. AUTHORITY may terminate this Agreement for CONTRACTOR's default if a federal or state  
 25 proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR  
 26 makes an assignment for the benefit of creditors, or if CONTRACTOR breaches any term(s) or violates

1 any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar  
2 days after written notice thereof by AUTHORITY. CONTRACTOR shall be liable for any and all  
3 reasonable costs incurred by AUTHORITY as a result of such default including, but not  
4 limited to, reprourement costs of the same or similar services defaulted by CONTRACTOR under this  
5 Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

6 **ARTICLE 18. INDEMNIFICATION**

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

13 **ARTICLE 19. ASSIGNMENTS AND SUBCONTRACTS**

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

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

25 /

26 /

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

**ARTICLE 20. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. 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 0 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 21. PERFORMANCE BOND**

A. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations under this Agreement, CONTRACTOR shall establish a performance bond in favor of AUTHORITY. The bond shall be in the amount of ten percent (10%) of the first three (3) contract year (Initial Term) amounts and shall be executed by a corporate surety authorized to conduct business as a surety in the state of California. If at any time this Agreement is amended, the amount of the bond shall be increased or decreased accordingly.

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1 B. The performance bond shall meet the following requirements:

2 1. Be established prior to payment of any invoices for work performed under this  
3 Agreement;

4 2. Identify AUTHORITY and Agreement No. C-8-1326 for which the performance  
5 bond is provided;

6 3. Be in the amount of ten percent (10%) of the first three (3) contract year (Initial  
7 Term) amounts. If this Agreement is amended, the amount shall be adjusted accordingly; and

8 4. Shall be valid for the "Initial Term" of the Agreement. For each option year,  
9 following the "Initial Term" of this Agreement, a new bond shall be issued prior to the expiration of the  
10 previous bond for ten percent (10%) of each option year amount. In the event the corporate surety  
11 elects not to renew the bond, CONTRACTOR shall provide AUTHORITY an irrevocable letter of credit  
12 in the same amount as the bond;

13 5. Upon written notice by AUTHORITY that CONTRACTOR has defaulted under this  
14 Agreement, the corporate surety will have ten (10) business days to make a determination on the claim  
15 and to notify AUTHORITY accordingly.

16 **ARTICLE 22. WARRANTY**

17 A. CONTRACTOR represents that it is fully experienced and properly qualified to perform  
18 the class of service required for this Agreement and that it is properly licensed, equipped, organized  
19 and financed to perform all services stated in Exhibit A, Scope of Work.

20 B. CONTRACTOR warrants that all services shall be in accordance with this Agreement  
21 and shall comply with the performance standards stated in Exhibit A, Scope of Work. In the event of a  
22 breach of this warranty, CONTRACTOR shall take the necessary actions to correct the breach and  
23 consequences thereof, at the CONTRACTOR's sole expense, in the most expeditious manner as  
24 permitted by existing circumstances. If the CONTRACTOR does not promptly take steps to correct the  
25 breach upon notification by AUTHORITY, the AUTHORITY, without waiving any other rights or  
26 remedies it may have at law or otherwise, may do so or cause others to do so and the CONTRACTOR

1 shall promptly reimburse the AUTHORITY for all expenses and costs incurred in connection therewith.

2 **ARTICLE 23. FEDERAL, STATE AND LOCAL LAWS**

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

6 **ARTICLE 24. OPERATING OTHER SERVICES**

7 CONTRACTOR agrees to comply with 49 U.S.C. 5323 (d) and 69 U.S.C. 5323(f) and  
 8 49 CFR Parts 604 and 605, which stipulates that CONTRACTOR, while using federally funded  
 9 equipment or facilities, may not engage in charter service operations or school bus operations  
 10 exclusively for the transportation of groups, students or school personnel in competition with private  
 11 charter services or with private school bus operators unless qualified under specified exemptions.

12 **ARTICLE 25. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 26. CIVIL RIGHTS ASSURANCE**

21 During the performance of this Agreement, CONTRACTOR, for itself, its assignees and  
 22 successors in interest agree as follows:

23 A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to  
 24 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,  
 25 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,  
 26 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a

1 part of this Agreement.

2 B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the  
 3 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and  
 4 retention of subcontractors, including procurements of materials and leases of equipment. The  
 5 CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by  
 6 Section 21.5 of the Regulations, including employment practices when the Agreement covers a  
 7 program set forth in Appendix B of the Regulations.

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

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

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

- 24 1. Withholding of payments to the CONTRACTOR under the Agreement until the
- 25 CONTRACTOR complies; and/or
- 26 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

1 F. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (A)  
2 through (F) in every subcontract, including procurements of materials and leases of equipment, unless  
3 exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such  
4 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of  
5 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event  
6 a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier  
7 as a result of such direction, the CONTRACTOR may request the AUTHORITY to enter into such  
8 litigation to protect the interests of the AUTHORITY, and, in addition, the CONTRACTOR may request  
9 the United States to enter into such litigation to protect the interests of the United States.

10 **ARTICLE 27. DISADVANTAGED BUSINESS ENTERPRISES**

11 A. In connection with its performance under this Agreement, CONTRACTOR agrees to commit  
12 to the AUTHORITY's percent (%) goal with regard to the maximum utilization of Disadvantaged  
13 Business Enterprises (DBEs). CONTRACTOR will use its best efforts to ensure that DBEs shall have  
14 an equitable opportunity to compete for contract work under this Agreement. AUTHORITY or its  
15 designee will maintain oversight of the CONTRACTOR's activities to ensure full compliance with the  
16 DBE requirements.

17 B. During the term of the Agreement, the CONTRACTOR will be required to comply with the  
18 following:

19 1. CONTRACTOR shall submit to AUTHORITY a copy of each executed DBE  
20 Subcontract within 30 days after effective date of Agreement.

21 2. CONTRACTOR shall submit a "Monthly DBE Subcontractors Paid Report Summary  
22 and Payment Verification Form" (Form103) to the AUTHORITY no later than the 10<sup>th</sup> of each month  
23 (and at more frequent intervals if requested by AUTHORITY). Failure to submit these reports shall  
24 result in a penalty of \$10 per day, per report.

25 3. CONTRACTOR shall not credit the participation of DBE subcontractors towards the  
26 DBE Goal until the amount being credited has been paid to the DBE.



1           4. Only legitimate DBE's are eligible to participate in federally funded contracts.  
 2 Therefore, CONTRACTOR shall not knowingly and willfully use "fronts" to meet the established DBE  
 3 contract goal. The use of "fronts" and "pass through" subcontractors to non-disadvantaged firms  
 4 constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of  
 5 federal funds should be immediately reported to the Office of Inspector General, U.S. Department of  
 6 Transportation at the toll free hotline 800-427-9071; or to the following field office: FTA Special Agent-  
 7 In-Charge, 210 Mission Street, Room 2210, San Francisco, CA 94105, telephone number 415-744-  
 8 3133.

9           **ARTICLE 28. PROHIBITED INTERESTS**

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

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

15           **ARTICLE 29. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

21           B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,  
 22 descriptions, and all other written information submitted to CONTRACTOR in connection with the  
 23 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any  
 24 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
 25 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies  
 26 regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to

1 CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential.  
 2 CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity  
 3 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or  
 4 other medium without the express written consent of AUTHORITY.

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

10 **ARTICLE 30. RIGHTS IN DATA**

11 CONTRACTOR agrees that all technical data including, but not limited to, drawings, tapes,  
 12 software, excluding CONTRACTOR-provided software, photoprints and other graphic information  
 13 required to be furnished under this Agreement, together with any other information presented orally,  
 14 shall be furnished with unlimited rights and as such, shall be free from proprietary restriction except as  
 15 elsewhere authorized in this Agreement, unless AUTHORITY is advised otherwise by CONTRACTOR  
 16 at the time such information is produced. CONTRACTOR further agrees that all such data are owned  
 17 by AUTHORITY and that CONTRACTOR shall have no interest or claim thereto, and that said data is  
 18 subject to the provisions of the Freedom of Information Act, 5 USC 552.

19 **ARTICLE 31. PATENT AND COPYRIGHT INFRINGEMENT**

20 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright  
 21 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any  
 22 claim or suit against AUTHORITY on account of any allegation that any item furnished under this  
 23 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes  
 24 upon any presently existing U. S. letters patent or copyright and CONTRACTOR shall pay all costs and  
 25 damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in  
 26 writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense

1 for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim  
 2 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form  
 3 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in  
 4 combination with other material not provided by CONTRACTOR when such use in combination  
 5 infringes upon an existing U.S. letters patent or copyright.

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

14 **ARTICLE 32. FINISHED AND PRELIMINARY DATA**

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

23 B. It is expressly understood that any title to preliminary technical data is not passed to  
 24 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,  
 25 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the  
 26 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given

1 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
 2 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise 0, and a price shall be negotiated for  
 3 all preliminary data.

4 **ARTICLE 33. NOTICE OF LABOR DISPUTE**

5 A. CONTRACTOR shall give AUTHORITY notice of any union organizing activity when  
 6 CONTRACTOR is aware of such activity. In the event that an election is held, the results of the  
 7 election shall be communicated to AUTHORITY within eight (8) hours after the voting results are  
 8 known to CONTRACTOR.

9 B. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute  
 10 may delay performance of this Agreement, CONTRACTOR shall immediately notify and submit all  
 11 relevant information to AUTHORITY, including it's plan for continuing to provide transportation  
 12 services. CONTRACTOR shall insert the substance of this entire clause in all, if any subcontracts  
 13 hereunder.

14 C. If a labor dispute results in a work slowdown or labor strike, whereby CONTRACTOR  
 15 does not have sufficient labor force to provide one or more types of the transportation services specified  
 16 in this Agreement, Authority may withhold payments to CONTRACTOR related to the percentage of the  
 17 variable costs reimbursement equivalent to the percentage of transportation service not being provided  
 18 of the type of service affected until the work slowdown or labor strike has ended.

19 D. As provided under Article 47, Force Majeure, CONTRACTOR may be excused from  
 20 operating service interrupted as a result of a strike but is encouraged to work with AUTHORITY to  
 21 establish a contingency plan in order to ensure continued service to the public. Within 180 days after  
 22 the date of this Agreement, CONTRACTOR shall work with AUTHORITY to develop a contingency  
 23 plan to be used in the event of a strike or work slowdown which will provide for plans to hire temporary  
 24 or replacement workers as well as use subcontractors and other internal resources. In the event  
 25 subcontractors are recommended by CONTRACTOR to provide the service, AUTHORITY shall  
 26 approve such recommendation prior to CONTRACTOR actually hiring the subcontractor. If the cost to

1 hire the subcontractor exceeds the reimbursement provided by AUTHORITY, both parties agree to  
2 negotiate a mutually agreeable rate of reimbursement to cover the costs of the subcontractors.

3 **ARTICLE 34. CALIFORNIA LABOR CODE CHAPTER 4.6**

4 CONTRACTOR shall adhere to the requirements stipulated in the California Labor Code,  
5 Chapter 4.6 (Sections 1070 through Section 1072), (Subdivision © (1) of Section 1072, for the use of  
6 existing drivers and staff to support all of the services as noted in Exhibit A, Scope of Work.

7 **ARTICLE 35. ALCOHOL AND DRUG POLICY**

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

14 B. CONTRACTOR agrees further to certify annually its compliance with Part 655 before March  
15 23, 2009 and to submit the Management Information System reports to, and when requested by,  
16 AUTHORITY's Project Manager and AUTHORITY's Alcohol and Drug Program Manager. To certify  
17 compliance CONTRACTOR shall use the "Substance Abuse Certifications" and the "Annual List of  
18 Certifications and Assurances for Federal Transit Administration (FTA) Grants and Cooperative  
19 Agreements," which is published annually in the Federal Register.

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

24 /

25 /

26 /

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

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

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

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

**ARTICLE 36. PRIVACY ACT**

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

**ARTICLE 37. INCORPORATION OF FTA TERMS**

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

1 provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any  
 2 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the  
 3 FTA terms and conditions.

4 **ARTICLE 38. FEDERAL CHANGES**

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

10 **ARTICLE 39. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

18 **ARTICLE 40. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**  
 19 **RELATED ACTS**

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

1 submission, or certification, the Federal Government reserves the right to impose penalties of the  
 2 Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal  
 3 Government deems appropriate.

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

11 **ARTICLE 41. RECYCLED PRODUCTS**

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

17 **ARTICLE 42. ENERGY CONSERVATION REQUIREMENTS**

18 CONTRACTOR shall comply with mandatory standards and policies relating to energy  
 19 efficiency, which are contained in the state energy conservation plan issued in compliance with the  
 20 Energy Policy Conservation Act.

21 **ARTICLE 43. CLEAN AIR**

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



1           **ARTICLE 44. CLEAN WATER REQUIREMENTS**

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

8           **ARTICLE 45. AIR POLLUTION**

9           CONTRACTOR and suppliers shall submit evidence to AUTHORITY that the governing air  
10 pollution criteria will be met. The evidence and related documents will be retained by the AUTHORITY  
11 for on-site examination by FTA.

12           **ARTICLE 46. FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1326 to be executed on the date first above written.

**CONTRACTOR**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED:

By \_\_\_\_\_

Beth McCormick  
General Manager, Transit

Date \_\_\_\_\_

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**SECTION VII**

**FORMS**

**PARTY DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

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

Name of Contributor (if other than Party): \_\_\_\_\_

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

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

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

Name of Contributor (if other than Party): \_\_\_\_\_

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

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

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

Name of Contributor (if other than Party): \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chair**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**PARTICIPANT DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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



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

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

AND

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

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

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

Name of Contributor (if other than Party): \_\_\_\_\_

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

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

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

Name of Contributor (if other than Party): \_\_\_\_\_

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

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

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

Name of Contributor (if other than Party): \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chair**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**EXHIBIT B**

**OFFEROR'S CERTIFICATE OF COMPLIANCE**  
**REGARDING**  
**"BUY AMERICA" REQUIREMENTS (SECTION 165(a))**  
**FOR**  
**STEEL, IRON, OR MANUFACTURED PRODUCTS**

The \_\_\_\_\_  
Firm name/principal

hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1987 and the applicable regulations in 49 CFR Part 661.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT B**

**OFFEROR'S CERTIFICATE OF NONCOMPLIANCE**  
**REGARDING**  
**"BUY AMERICA" REQUIREMENTS (SECTION 165(a))**  
**FOR**  
**STEEL, IRON, OR MANUFACTURED PRODUCTS**

The \_\_\_\_\_  
Firm name/principal

hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1987 but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and Regulations in 49 CFR Part 661.7.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT C**

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

The \_\_\_\_\_  
Firm name/principal

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

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

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

**THE PRIMARY PARTICIPANT** \_\_\_\_\_  
Firm name/principal

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

\_\_\_\_\_  
**Signature and Title of Authorized Official**

**EXHIBIT C**

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

The \_\_\_\_\_  
Firm name/principal

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

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

The \_\_\_\_\_  
Firm name/principal

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

\_\_\_\_\_  
Signature and Title of Authorized Official



**EXHIBIT D**

**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of  
\_\_\_\_\_ that:  
(Firm name)

- 1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**EXHIBIT D**

**CERTIFICATION**  
**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN**  
**FEDERAL TRANSACTIONS**

A. DEFINITIONS

B. AUTHORITY, AS USED IN THIS CLAUSE, MEANS THE ORANGE COUNTY TRANSPORTATION AUTHORITY, ACTING ON BEHALF OF THE ORANGE COUNTY TRANSIT DISTRICT.

1. Covered Federal action, as used in this clause, means any of the following Federal actions:  
The awarding of any Federal contract.
  - a. The making of any Federal grant.
  - b. The making of any Federal loan.
  - c. The entering into of any cooperative agreement.
  - d. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 4508) and include Alaskan Natives.
3. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
4. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
5. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
  - (1) An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.

- (2) A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
  - (3) A special Government employee, as defined in Section 202, Title 18, United States Code.
  - (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix 2.
- 6. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  - 7. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
  - 8. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
  - 9. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  - 10. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
  - 11. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

**C. PROHIBITIONS**

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
  - a. Agency and legislative liaison by own employees.
    - (1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (2) For purposes of paragraph B.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of

the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph B.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph B.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph B.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime CONSULTANT. The prime CONSULTANT shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding CONSULTANT.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.





## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

EXHIBIT D

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction

EXHIBIT E

RACE NEUTRAL SOLICITATION PROVISION  
POLICY GUIDANCE AND IMPLEMENTATION

## RACE-NEUTRAL SOLICITATION PROVISIONS

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### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISIONS

#### A. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

This DOT-assisted project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of small businesses, including DBEs as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

- Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.
- Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.

- iii. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
- a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - f. Women, regardless of ethnicity or race.
- iv. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- v. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.

- vi. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- vii. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.
- a. Social Disadvantage
- 1) The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
  - 2) The individual must demonstrate that he/she has personally suffered social disadvantage.
  - 3) The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
  - 4) The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
  - 5) The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
  - 6) A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.
- b. Economic Disadvantage
- 1) The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

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

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

#### **B. Authority's New Race-Neutral DBE Policy Implementation Directives**

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, **the Authority has implemented a wholly Race-Neutral DBE Program.**

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the Authority may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require an Offeror to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

#### **C. Definitions**

The following definitions apply to the terms as used in these provisions:

- i. ***"Disadvantaged Business Enterprise (DBE)"*** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- ii. ***"Small Business Concern"*** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated



- 2) The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

#### **D. DBE Proposal Submission Requirements**

##### **1. "DBE Race-Neutral Participation Listing" (Exhibit F-2)**

If the Offeror is a DBE or intends to utilize DBE subconsultants and/or purchase goods or services from DBE vendors or DBE suppliers in the performance of this contract, the Offeror shall provide the following information for every DBE firm who will be proposed and/or listed to participate to facilitate capturing race-neutral DBE participation under this contract:

- a. The complete name and address of each DBE who will participate in the contract;
- b. A description of the work that each DBE will perform or provide;
- c. The dollar amount of the work to be performed or provided by the DBE;
- d. Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;
- e. The Offeror shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

The "DBE Race-Neutral Participation Listing" information must be submitted on Exhibit D-2, in a sealed envelope, and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Offeror to be deemed responsive.

In the event that the Offeror is not a DBE and/or does not intend to utilize DBEs in the performance of this contract, the Offeror shall indicate "None" under the column entitled "DBE Firm Name" of the "DBE Race-Neutral Participation Listing" (Exhibit D-2) and submit accordingly.

The "DBE Race-Neutral Participation Listing" form content will not be considered in evaluating the proposal or determining award of any contract.

**2. "Bidders List" (Exhibit F-3)**

The U.S. Department of Transportation (DOT) requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Authority's overall annual DBE goal-setting process. Therefore, the Offeror shall provide the requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Firm's status as a DBE or non-DBE;
- d. Age of the firm;
- e. Type of services provided by the firm; and
- f. Range of annual gross receipts for the last year.

The "Bidders List" information must be submitted on *Exhibit F-3* and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Offeror to be deemed responsive.

**The "Bidders List" content will not be considered in evaluating the proposal or determining award of any contract.**

**E. DBE Certification**

The Authority requires all DBEs listed by Offeror for participation to be certified as eligible DBEs at the time of proposal submission. Only participation by DBEs certified under the DOT regulations published under 49 CFR Part 26 may be credited towards race-neutral DBE participation. It is the responsibility of the Offeror to verify the DBE certification status of all listed DBEs.

The Authority is a Certifying Member Agency of the California Unified Certification Program (UCP). The Authority will accept DBE certification from other certifying member agencies of the UCP, which certify the eligibility of DBEs in accordance with 49 CFR Part 26.81. A listing of California UCP certifying member agencies is available from the UCP website, which can be accessed at <http://www.californiaucp.com>.

**F. DBE Eligibility and Commercially Useful Function Standards**

- i. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- ii. A DBE may participate as a prime consultant, subconsultant, joint venture partner with a prime or subconsultant, vendor of material or supplies, or as a trucking company.
- iii. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- iv. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.
- v. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
  - b. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

**G. DBE Crediting Provisions**

- i. When a DBE is proposed to participate in the contract, either as a prime Consultant or Subconsultant, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- ii. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subconsultant, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Consultant's race-neutral DBE attainment.
- iii. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
  - a. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
  - b. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
- iv. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
  - a. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
  - b. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
  - c. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

- v. Consultant may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
- a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - f. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- vi. If the Consultant listed a non-certified DBE 1st tier Subconsultant to perform work on this contract, and the non-certified DBE subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

#### **H. DBE "Frauds" and "Fronts"**

Only legitimate DBEs are eligible to participate as DBEs in DOT-assisted contracts. Therefore, Offerors are hereby cautioned against knowingly and willfully using "fronts". The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately

**RFP 8-1326**  
**EXHIBIT E**

reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following field office: FTA Special Agent-in-Charge, 210 Mission Street, Room 2210, San Francisco, CA 94105-1839; Telephone: (415) 744-3133; Fax: (415) 744-2726.

**DBE RACE-NEUTRAL PARTICIPATION LISTING**

Bidder/Offeror shall complete and submit **Exhibit D-2: "DBE Race-Neutral Participation Listing"** in a **sealed envelope** with the bid/proposal, but no later than 48 hours following bid opening or proposal due date and timeline. (NOTE: In the event of no race-neutral DBE participation, Bidder/Offeror shall mark "None" under the column entitled "DBE Firm Name".) The Bidder/Offeror shall refer to **RFP Section VI. G: "DBE Crediting Provisions"** for guidelines relative to DBE participation crediting. (Additional sheets may be duplicated as necessary.)

***The DBE information and content provided under Exhibit D-2: "DBE Race-Neutral Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract.***

DBE Firm Name*:		DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed:  _____ _____ _____	
Business Address:			Check Appropriate Box Describing Subcontractor/Supplier Activity:	
Contact Person:			Subcontractor (100%)	Supplier (60%)
Telephone:	Fax:		Regular Dealer (60%)	Broker
License No., Classification and Expiration:			Manufacturer (100%)	Trucker
Subcontract Amount:				

\*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

**RFP 8-1326  
EXHIBIT E, FORM E-2**

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed:  _____ _____ _____									
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:									
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Subcontractor (100%)</td> <td style="width: 33%;">Supplier (60%)</td> <td style="width: 33%;"></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td>Trucker</td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)	Trucker	
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\*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed:  _____ _____ _____									
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\*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.



**RFP 8-1326  
EXHIBIT E, FORM E-2**

Bidder/Offeror:	
Business Address:	
Contact Name:	Title:
Phone: (    )	Fax: (    )

<b>Total Contract Amount:</b>		<b>\$</b>	
<b>DBE Race-Neutral Participation Value (% of Total Contract Value):</b>  <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	<b>%</b>	<b>DBE Race-Neutral Participation Dollar (\$) Value:</b>  <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	<b>\$</b>

Signature of Authorized Representative	Printed Name
Date	Title

**EXHIBIT E-3**

**BIDDERS LIST**

**Bidder/Offeror:** \_\_\_\_\_ **IFB/RFP No.:** \_\_\_\_\_

The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on **Form D-5: "Bidders List"** for every firm who submitted a bid, proposal or quote, including the primary Bidder/Offeror, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall annual DBE goal-setting process. ***The "Bidders List" content will not be considered in evaluating the bid/proposal or determining award of any contract.***

<b>g. Prime Bidder's/Offeror's Information:</b>	
Name of Prime's Firm:	<b>h. Phone:</b> (    )
<b>i. Firm Address:</b>	<b>j. Fax:</b> (    )
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

k. Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:	
Firm Name:	l. Phone: ( )
m. Firm Address:	n. Fax: ( )
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

o. Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:	
Firm Name:	p. Phone: ( )
q. Firm Address:	r. Fax: ( )
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Offeror to submit the required "Bidders List" form will deem the Bidder/Offeror non-responsive.

EXHIBIT F

CERTIFICATION OF COMPLIANCE REGARDING

ALCOHOL AND DRUG POLICY

**49 Code of Federal Regulations (CFR) Part 655**

The \_\_\_\_\_  
Firm name/principal

Hereby certifies that it **will comply** with the applicable alcohol and drug regulations in 49 CFR Part 655.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Or:**

The \_\_\_\_\_  
Firm name/principal

Hereby certifies that it **cannot comply** with the applicable alcohol and drug regulations in 49 CFR Part 655.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**DRUG-FREE WORKPLACE ACT OF 1988  
THE FEDERAL LAW**

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act (raising the contractor amount from \$25,000 to \$100,000), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

**The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.**

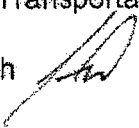
Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

MEMORANDUM

**CONFIDENTIAL COMMUNICATION:**  
**ATTORNEY-CLIENT PRIVILEGE**  
**AND ATTORNEY WORK PRODUCT**

**VIA E-MAIL AND FIRST CLASS MAIL**

TO: Kathleen Perez – Department Manager – CAMM  
Orange County Transportation Authority

FROM: James M. Donich 

DATE: June 26, 2008

RE: Drug Free Workplace – Applicable Federal Regulations

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**1. QUESTION PRESENTED**

Do the "Drug Free Workplace" requirements and policies found in 49 CFR Part 655 apply to all Authority contracts utilizing federal grant funds, or are these requirements and policies only applicable to contracts involving "safety sensitive functions?"

**2. BRIEF ANSWER**

The requirements and policies found in 49 CFR Part 655 apply only to Authority contracts involving "safety sensitive functions." This limitation is derived not from an actual provision of Part 655, but from the definitions of "Contractor" and "Covered Employee" found in Part 655 that limit these categories to only persons performing "safety sensitive functions." For all other contracts involving federal grant funds, regardless of the amount, the provisions and requirements of 41 U.S.C. sections 701-707 (the Drug Free Workplace Act of 1988) apply.

**3. DISCUSSION**

The question was asked whether the Authority should require and include in all its contracts which utilize federal grant funding the requirements and policies found in 49 CFR Part 655, or should there be a separate requirement for contracts that do not involve "safety sensitive functions?"

49 CFR Part 655 is not clear on its face as to what type of contracts it shall apply to. However, when looking to the definitions detailed in Section 655.4, it is clear that

this regulation is only to apply to "safety sensitive functions." Specifically, throughout Part 655, the provisions are said to apply to both contractors and covered employees. In both cases, these terms are defined as a person or organization that provides a safety sensitive service or function. Therefore, it is implied that this regulation only applies to contracts utilizing federal grant funds for "safety sensitive functions or services."

As a result of this regulation only applying to "safety sensitive functions," the question remains what requirements should be included in the Authority's other contracts utilizing federal grants funds for services and functions that are not safety sensitive? Staff has properly suggested that the Drug Free Workplace Act of 1988 should apply.

This act is codified in 41 U.S.C. Section 701 *et seq.*, and applies to all federal grant funds regardless of the amount. Specifically, Section 702 provides that "[n]o person, other than an individual, shall receive a grant from any Federal agency unless such person agrees to provide a drug free workplace. . ." The section then goes on to detail the specific requirements that a "person," which in this case would include a grantee or a contractor of a grantee, must follow in order to be in compliance. The requirements set forth in this section are not as burdensome as those found in 49 CFR Part 655.

#### **4. CONCLUSION**

For Authority contracts that utilize federal grant funds and also involve "safety sensitive functions," the current contract language requiring compliance with 49 CFR Part 655 should remain. For all other Authority contracts utilizing federal grant funds, regardless of the amount, the Drug Free Workplace contract requirements should be changed to require compliance with the "Drug Free Workplace Act of 1988" found in 41 U.S.C. section 701 *et seq.*



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41 U.S.C.A. § 701

Page 1

C

Effective: February 10, 1996

United States Code Annotated Currentness

Title 41. Public Contracts

Chapter 10. Drug-Free Workplace

→ § 701. Drug-free workplace requirements for Federal contractors

(a) Drug-free workplace requirement

(1) Requirement for persons other than individuals

No person, other than an individual, shall be considered a responsible source, under the meaning of such term as defined in section 403(8) of this title, for the purposes of being awarded a contract for the procurement of any property or services of a value greater than the simplified acquisition threshold (as defined in section 403(11) of this title) by any Federal agency, other than a contract for the procurement of commercial items (as defined in section 403(12) of this title), unless such person agrees to provide a drug-free workplace by--

(A) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(B) establishing a drug-free awareness program to inform employees about--

(i) the dangers of drug abuse in the workplace;

(ii) the person's policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations;

(C) making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (A);

(D) notifying the employee in the statement required by subparagraph (A), that as a condition of employment on such contract, the employee will--

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(E) notifying the contracting agency within 10 days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;

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(F) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 703 of this title; and

(G) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

(2) Requirement for individuals

No Federal agency shall enter into a contract with an individual unless such individual agrees that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

(b) Suspension, termination, or debarment of the contractor

(1) Grounds for suspension, termination, or debarment

Each contract awarded by a Federal agency shall be subject to suspension of payments under the contract or termination of the contract, or both, and the contractor thereunder or the individual who entered the contract with the Federal agency, as applicable, shall be subject to suspension or debarment in accordance with the requirements of this section if the head of the agency determines that—

(A) the contractor violates the requirements of subparagraph (A), (B), (C), (D), (E), or (F) of subsection (a)(1) of this section; or

(B) such a number of employees of such contractor have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor has failed to make a good faith effort to provide a drug-free workplace as required by subsection (a) of this section.

(C) Redesignated (B)

(2) Conduct of suspension, termination, and debarment proceedings

(A) If a contracting officer determines, in writing, that cause for suspension of payments, termination, or suspension or debarment exists, an appropriate action shall be initiated by a contracting officer of the agency, to be conducted by the agency concerned in accordance with the Federal Acquisition Regulation and applicable agency procedures.

(B) The Federal Acquisition Regulation shall be revised to include rules for conducting suspension and debarment proceedings under this subsection, including rules providing notice, opportunity to respond in writing or in person, and such other procedures as may be necessary to provide a full and fair proceeding to a contractor or individual in such proceeding.

(3) Effect of debarment

Upon issuance of any final decision under this subsection requiring debarment of a contractor or individual, such contractor or individual shall be ineligible for award of any contract by any Federal agency, and for participation in any future procurement by any Federal agency, for a period specified in the decision, not to exceed 5 years.

CREDIT(S)

(Pub.L. 100-690, Title V, § 5152, Nov. 18, 1988, 102 Stat. 4304; Pub.L. 103-355, Title IV, § 4104(d), Title VIII, § 8301(f), Oct. 13, 1994, 108 Stat. 3342, 3397; Pub.L. 104-106, Div. D, Title XLIII, §§ 4301(a)(3), 4321(i)(13), Feb. 10, 1996, 110 Stat. 656, 677.)

Current through P.L. 110-244 (excluding P.L. 110-234) approved 6-6-08

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41 U.S.C.A. § 702

Page 1

C

Effective: November 18, 1997

United States Code Annotated Currentness

Title 41. Public Contracts

Chapter 10. Drug-Free Workplace

→ § 702. Drug-free workplace requirements for Federal grant recipients

## (a) Drug-free workplace requirement

## (1) Persons other than individuals

No person, other than an individual, shall receive a grant from any Federal agency unless such person agrees to provide a drug-free workplace by--

(A) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(B) establishing a drug-free awareness program to inform employees about--

(i) the dangers of drug abuse in the workplace;

(ii) the grantee's policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations;

(C) making it a requirement that each employee to be engaged in the performance of such grant be given a copy of the statement required by subparagraph (A);

(D) notifying the employee in the statement required by subparagraph (A), that as a condition of employment in such grant, the employee will--

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(E) notifying the granting agency within 10 days after receiving notice of a conviction under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;

(F) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 703 of this title; and

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(G) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

(2) Individuals

No Federal agency shall make a grant to any individual unless such individual agrees as a condition of such grant that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting any activity with such grant.

(b) Suspension, termination, or debarment of grantee

(1) Grounds for suspension, termination, or debarment

Each grant awarded by a Federal agency shall be subject to suspension of payments under the grant or termination of the grant, or both, and the grantee thereunder shall be subject to suspension or debarment, in accordance with the requirements of this section if the agency head of the granting agency or his official designee determines, in writing, that--

(A) the grantee violates the requirements of subparagraph (A), (B), (C), (D), (E), (F), or (G) of subsection (a)(1) of this section; or

(B) such a number of employees of such grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the grantee has failed to make a good faith effort to provide a drug-free workplace as required by subsection (a)(1) of this section.

(2) Conduct of suspension, termination, and debarment proceedings

A suspension of payments, termination, or suspension or debarment proceeding subject to this subsection shall be conducted in accordance with applicable law, including Executive Order 12549 or any superseding Executive order and any regulations promulgated to implement such law or Executive order.

(3) Effect of debarment

Upon issuance of any final decision under this subsection requiring debarment of a grantee, such grantee shall be ineligible for award of any grant from any Federal agency and for participation in any future grant from any Federal agency for a period specified in the decision, not to exceed 5 years.

CREDIT(S)

(Pub.L. 100-690, Title V, § 5153, Nov. 18, 1988, 102 Stat. 4306; Pub.L. 105-85, Div. A, Title VIII, § 809, Nov. 18, 1997, 111 Stat. 1838.)

Current through P.L. 110-244 (excluding P.L. 110-234) approved 6-6-08

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41 U.S.C.A. § 703

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**C**

**Effective:[See Text Amendments]**

United States Code Annotated Currentness

Title 41. Public Contracts

Chapter 10. Drug-Free Workplace

→ § 703. Employee sanctions and remedies

A grantee or contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to section 701(a)(1)(D)(ii) or 702(a)(1)(D)(ii) of this title--

- (1) take appropriate personnel action against such employee up to and including termination; or
- (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

CREDIT(S)

(Pub.L. 100-690, Title V, § 5154, Nov. 18, 1988, 102 Stat. 4307.)

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41 U.S.C.A. § 704

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**C**

**Effective:[See Text Amendments]**

United States Code Annotated Currentness  
Title 41. Public Contracts  
    Chapter 10. Drug-Free Workplace  
    → § 704. Waiver

(a) In general

A termination, suspension of payments, or suspension or debarment under this chapter may be waived by the head of an agency with respect to a particular contract or grant if--

(1) in the case of a waiver with respect to a contract, the head of the agency determines under section 701(b)(1) of this title, after the issuance of a final determination under such section, that suspension of payments, or termination of the contract, or suspension or debarment of the contractor, or refusal to permit a person to be treated as a responsible source for a contract, as the case may be, would severely disrupt the operation of such agency to the detriment of the Federal Government or the general public; or

(2) in the case of a waiver with respect to a grant, the head of the agency determines that suspension of payments, termination of the grant, or suspension or debarment of the grantee would not be in the public interest.

(b) Exclusive authority

The authority of the head of an agency under this section to waive a termination, suspension, or debarment shall not be delegated.

CREDIT(S)

(Pub.L. 100-690, Title V, § 5155, Nov. 18, 1988, 102 Stat. 4307.)

Current through P.L. 110-244 (excluding P.L. 110-234) approved 6-6-08

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41 U.S.C.A. § 705

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Effective:[See Text Amendments]

United States Code Annotated Currentness  
Title 41. Public Contracts  
    \* Chapter 10. Drug-Free Workplace  
        → § 705. Regulations

Not later than 90 days after November 18, 1988, the governmentwide regulations governing actions under this chapter shall be issued pursuant to the Office of Federal Procurement Policy Act [41 U.S.C.A. § 401 et seq.].

CREDIT(S)

(Pub.L. 100-690, Title V, § 5156, Nov. 18, 1988, 102 Stat. 4308.)

Current through P.L. 110-244 (excluding P.L. 110-234) approved 6-6-08

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41 U.S.C.A. § 706

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**C****Effective:[See Text Amendments]**

United States Code Annotated Currentness  
 Title 41. Public Contracts  
 Chapter 10. Drug-Free Workplace  
 → § 706. Definitions

For purposes of this chapter--

(1) the term "drug-free workplace" means a site for the performance of work done in connection with a specific grant or contract described in section 701 or 702 of this title of an entity at which employees of such entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this Act;

(2) the term "employee" means the employee of a grantee or contractor directly engaged in the performance of work pursuant to the provisions of the grant or contract described in section 701 or 702 of this title;

(3) the term "controlled substance" means a controlled substance in schedules I through V of section 812 of Title 21;

(4) the term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

(5) the term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance;

(6) the term "grantee" means the department, division, or other unit of a person responsible for the performance under the grant;

(7) the term "contractor" means the department, division, or other unit of a person responsible for the performance under the contract; and

(8) the term "Federal agency" means an agency as that term is defined in section 552(f) of Title 5.

CREDIT(S)

(Pub.L. 100-690, Title V, § 5157, Nov. 18, 1988, 102 Stat. 4308.)

Current through P.L. 110-244 (excluding P.L. 110-234) approved 6-6-08

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41 U.S.C.A. § 707

Page 1

**C**

**Effective:[See Text Amendments]**

United States Code Annotated Currentness

Title 41. Public Contracts

Chapter 10. Drug-Free Workplace

→ § 707. Construction of chapter

Nothing in this chapter shall be construed to require law enforcement agencies, if the head of the agency determines it would be inappropriate in connection with the agency's undercover operations, to comply with the provisions of this chapter.

CRREDIT(S)

(Pub.L. 100-690, Title V, § 5158, Nov. 18, 1988, 102 Stat. 4308.)

Current through P.L. 110-244 (excluding P.L. 110-234) approved 6-6-08

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**EXHIBIT H**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

<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) Status of Contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</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 \_\_\_\_\_  
 Title \_\_\_\_\_

\_\_\_\_\_ Date





**December 8, 2008**

**To:** Members of the Board of Directors  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Special Needs in Transit Advisory Committee Appointments and Report of Activities for 2008

### **Overview**

On December 31, 2008, the terms of eleven Special Needs in Transit Advisory Committee members will expire. Additionally, seven members are unable to complete their terms for a variety of reasons including scheduling conflicts, job changes, and out-of-state relocation, creating a total of 18 openings on the committee. This report recommends candidates for appointment and seeks resolutions of appreciation to acknowledge the service of members leaving the committee who have served with distinction. The report also highlights the Special Needs in Transit Advisory Committee's activities for the year 2008.

### **Recommendations**

- A. Approve the appointment of members to serve on the Special Needs in Transit Advisory Committee
- B. Adopt resolutions of appreciation for committee members who have served with distinction
- C. Receive and file the Special Needs in Transit Advisory Committee's Report of Activities for 2008

### **Background**

The Special Needs in Transit Advisory Committee (Special Needs Committee) was originally formed in 1992 in response to the Americans with Disabilities Act (ADA) and formalized the predecessor "504 Committee." The Special Needs Committee's mission is to advise the Orange County Transportation Authority (OCTA) on the promotion of more integrated public transit services and improve two-way communication between the OCTA and its customers who

have special transportation needs. Members also provide support for ACCESS service eligibility appeals.

On March 10, 2005, the Board of Directors (Board) approved the restructured Special Needs Committee increasing committee membership from 28 to 34 appointees. This action was taken after the passage of Assembly Bill 710 (Chapter 469, Statutes of 2004) in 2004 that expanded the OCTA Board from twelve to eighteen members (one nonvoting). The Board also directed staff to initiate recruitment of participants. The new members were appointed to one-, two-, or three-year terms, with the opportunity to be appointed to additional three-year terms during future recruitments. On September 27, 2005, the restructured committee held its first meeting, and the committee has continued to meet monthly or bimonthly as necessary since that date.

### ***Discussion***

#### **Appointment of Special Needs Committee Members**

On December 31, 2008, the terms of eleven members will expire and seven mid-term vacancies will need to be filled. To commence the current appointment process, those committee members whose terms are expiring were asked if they wanted their names submitted for reappointment. Nine members have agreed to continue to serve if reappointed. To solicit new members, over 1,500 applications were mailed to countywide organizations and individuals with interest in transit for persons with special needs.

All applications were reviewed by staff to determine qualified candidates who meet the following criteria:

- Interest and involvement with persons with disabilities, senior citizens, and others with special needs.
- Large, active constituencies with whom regular interface regarding transportation matters is conducted.
- Willingness to dedicate no fewer than 25 hours a year to OCTA meetings and activities.

Each affected OCTA Board Member reviewed application materials and has appointed/reappointed a qualified member(s) who meets the above criteria. The proposed members have a high level of interest in senior or special needs transportation activities and a proven history of community involvement. The 34-member committee reflects a broad representation. Attachment A is a list of current members and the proposed appointees, affiliations, tenure of

---

service, and the appointing Board Member. The recommended appointees are designated with an asterisk.

#### Recognition of Departing Special Needs Committee Members

It is proposed that departing members of the Special Needs Committee be recognized for efforts and leadership during their terms of service. Attachment B is a copy of the resolution of appreciation to be presented.

#### 2008 Activities

Throughout the year, the Special Needs Committee has played an instrumental role in addressing a variety of transportation issues affecting senior citizens and individuals with disabilities. Below are some of the highlights from the past year.

#### Contract Transportation Service (ACCESS and Contracted Fixed Route)

The Special Needs Committee worked actively and cooperatively with the OCTA's Community Transportation Services (CTS) Department and Veolia Transportation, Inc. (Veolia) to identify and address ongoing service issues on behalf of its constituencies including the Regional Center of Orange County, The Braille Institute, numerous adult day health service organizations, the California Paralyzed Veterans Association, and Goodwill Industries of Orange County.

#### Public Transit/Human Services Transportation Coordination Plan for Orange County

The Federal Transit Administration has established funding opportunities to address the special transportation needs of seniors, persons with disabilities, and persons of low income. To access this funding, communities must engage in a coordinated planning process with local human services agencies and stakeholder organizations to develop strategies which address the transportation needs of these vulnerable populations. The OCTA retained the consulting services of A Menninger-Mayeda Alternative (AMMA) to assist in the development of the coordination plan. The planning process involved a variety of activities including a comprehensive public outreach effort. As part of this effort, consultants and staff from the OCTA CTS Department attended three meetings of the Special Needs Committee where committee members provided feedback on elements of public outreach process including a stakeholders' survey, agency interviews, consumer focus groups, public workshops, and project development workshops.

### Fixed Route System Improvements

The Special Needs Committee participated in the planning of proposed improvements to the fixed route bus system by providing input to OCTA Service Planning and Customer Advocacy staff. This year, the Special Needs Committee gave feedback on changes proposed for March 2008, September 2008, and December 2008. Additionally, members provided input on elements considered at the April 14, 2008, Public Hearing including major route modifications to routes 470 and 471; implementation of new Route 671 OC Flyer Service; cancellation of Route 686; and implementation of new Route 792 OC Express Service.

### ACCESS No-Show Appeals Board

ACCESS passengers who demonstrate a pattern or practice of failing to cancel unwanted scheduled rides are eligible for a 30-day suspension of service. Policies and procedures are in place that allow passengers to explain when a missed ride is beyond his/her control and to remove the No-Show from their file. Passengers who have not exercised this option are entitled to a No-Show Appeals Hearing before a suspension of service is implemented. Throughout the year, members of the Special Needs Committee served on the No-Show Appeals Board at monthly appeals hearings.

### Orange County Office of Aging

The executive director of the Orange County Office on Aging (OoA), who serves on the Special Needs Committee, provided regular updates on OoA transportation activities. Committee members provided feedback and made recommendations about the OoA Senior Non-emergency Medical Transportation Program and the coordination of that service with OCTA ACCESS service.

### Exceptional Service Awards

Selection and presentation of Exceptional Service Awards to ACCESS drivers continues to be an important and well-appreciated function of the Special Needs Committee. This year the Special Needs Committee presented awards to nine drivers and one field supervisor for outstanding service to special needs customers.



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Proposed New Bus Rapid Transit (BRT)

Committee members provided input to Service Planning and Customer Advocacy staff concerning proposed new BRT service on Harbor Boulevard.

Next Steps

Following approval of appointments by the Board, members will be notified and begin their terms by attending an orientation briefing and regular committee meeting in January 2009. Staff will return to the Board next year with a report on the Special Needs Committee's activities and the appointment of members whose one-year terms have expired.

***Summary***

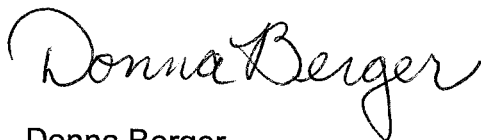
The Special Needs in Transit Advisory Committee has served in an advocacy role on transit issues that have arisen throughout the year. Eleven members whose appointment terms are ending wish to continue to serve. Affected Board Members have submitted the name(s) of an individual(s) for approval. A resolution for recognition of service by outgoing members who have served with distinction is recommended for approval at this time. The departing members recommended to receive resolutions are:

- Ann McClellan – Dayle McIntosh Center
- JoAnn Hill – Speech and Language Development Center
- Jennifer Radics – VIP Adult Day Health Center
- Kimberly Beeson – Irvine Adult Day Health Services, Inc.
- Karen Roper – Orange County Office on Aging
- Jerry Schmidt – Vocational Visions
- Frederick J. Zepp – Capistrano Valley Community Foundation (posthumously)
- Lisa Murillo – Easter Seals, Southern California
- Gary Mudge – California Paralyzed Veterans (posthumously)

***Attachments***

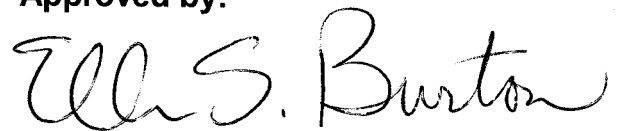
- A. 2008 Special Needs in Transit Advisory Committee Members
- B. Orange County Transportation Authority Resolution of Appreciation

**Prepared by:**



Donna Berger  
Senior Customer Relations Specialist  
(714) 560-5538

**Approved by:**



Ellen S. Burton  
Executive Director, External Affairs  
(714) 560-5923

## 2009 Special Needs In Transit Advisory Committee Members

<b>Board Members</b>	<b>Candidates Selected</b>	<b>Affiliation</b>	<b>Term Expires</b>
Jerry Amante	Tabitha Evans (M. Duvall appointee)	Multiple Sclerosis Society, Orange County	2010
	Patty Estrella	City of Tustin	2010
Patricia Bates	***Jane Neglia	Dayle McIntosh Center	2009
	Denise Welch	South County Senior Services	2009
Art Brown	*Dick Waltz	Fullerton Senior Citizens Club	2011
	***Randy Platt	VIP Adult Day Health Center	2010
Peter Buffa	**Denise Larsen	North Orange County Community College District	2011
	*Judy Murray	Fairview Developmental Center	2011
Bill Campbell	*Sylvia S. Mann	Orange County Office on Aging	2011
	Ellen Schenk	Goodwill Industries of Orange County	2009
Carolyn V. Cavecche	**Sue Lau	Polio Survivors Plus; AARP	2011
	Jay Farrell	City of Orange	2010
Richard Dixon	***Gary Wisser	Vocational Visions	2009
	Roberta Menn	Saddleback Valley Unified School District	2010
Paul G. Glaab	***Katherine McCullough	Orange County Office on Aging Senior Advisory Committee	2009
	Penny Hinds	Oasis Senior Center	2010
Cathy Green	**Bob Tiezzi	Orange County ARC	2011
	Pethuru Lourthu	Westview Services, Inc. Anaheim	2009
Allan Mansoor	**Henry Michaels	California Elwyn Rehabilitation Department	2011
	**Madeline Rae Jensen	Senior Citizen's Advisory Council	2011

## 2009 Special Needs In Transit Advisory Committee Members

<b>Board Members</b>	<b>Candidates Selected</b>	<b>Affiliation</b>	<b>Term Expires</b>
<b>John Moorlach</b>	<b>Christina Overman</b> (J. Silva appointee)	<b>URS Corporation</b>	<b>2009</b>
	<b>Serene R. Stokes</b>	<b>Oasis Senior Center</b>	<b>2010</b>
<b>Janet Nguyen</b>	<b>Francine Harris</b> (L. Correa appointee)	<b>Santa Ana Senior Center</b>	<b>2010</b>
	<b>Charles Mitchell</b>	<b>American Legion Post 555</b>	<b>2010</b>
<b>Chris Norby</b>	<b>**Alice Grant, R.N.</b>	<b>Community Organizations of Anaheim</b>	<b>2011</b>
	<b>Paul Miller, Ph.D.</b>	<b>Disabled Student Services, California State University, Fullerton</b>	<b>2010</b>
<b>Curt Pringle</b>	<b>Diana Burkhardt</b>	<b>Braille Institute</b>	<b>2010</b>
	<b>Susan Ray</b>	<b>Council Services Coordinator – City of Anaheim</b>	<b>2010</b>
<b>Miguel Pulido</b>	<b>*Ronald E. Salda</b>	<b>Regional Center of Orange County Provider Review</b>	<b>2011</b>
	<b>Vera Judge</b>	<b>Orange County In-Home Supportive Services (IHHS) Public Authority</b>	<b>2009</b>
<b>Mark Rosen</b>	<b>Mallory Vega</b>	<b>Acacia Adult day Services</b>	<b>2009</b>
	<b>***Noel Burcelis</b>	<b>Helping Hands for Better Living, Inc.</b>	<b>2010</b>
<b>Gregory T. Winterbottom</b>	<b>**Douglas Miller</b>	<b>Regional Center of Orange County (RCOC)</b>	<b>2011</b>
	<b>***Carol H. Kawanami</b>	<b>Braille Institute</b>	<b>2009</b>

- \* Recommended appointments
- \*\* Recommended reappointments
- \*\*\* Recommended mid-term appointments

**ORANGE COUNTY  
TRANSPORTATION AUTHORITY**

**RESOLUTION**

**WHEREAS**, Ann McClellan has served with distinction as a member of the Special Needs in Transit Advisory Committee; and

**WHEREAS**, Ann McClellan, demonstrated a spirited commitment to the special transportation needs of senior citizens and persons with disabilities; and

**WHEREAS**, Ann McClellan committed her personal time and provided valuable insight and experience in assessing the transit challenges faced by seniors with disabilities and special needs; and

**WHEREAS**, Ann McClellan has directed her efforts to ensuring that the Authority's special needs customers receive quality service; and

**WHEREAS**, Ann McClellan has, at all times, maintained a sense of the committee's mission and displayed her keen understanding of the issues and their fiscal impacts, while maintaining her intense desire to improve special needs transportation;

**NOW, THEREFORE, BE IT RESOLVED** that the Orange County Transportation Authority Board of Directors honors Ann McClellan's leadership and dedication to improving transportation for persons with special needs.

**BE IT FURTHER RESOLVED** that the Orange County Transportation Authority Board of Directors recognizes Ann McClellan's valued service to the community.

Dated: December 8, 2008

Resolution adopted unanimously  
at the regular meeting of the  
Orange County Transportation Authority

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Chris Norby, Chairman  
Orange County Transportation Authority





**BOARD COMMITTEE TRANSMITTAL**

**December 8, 2008**

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

**From:** Wendy Knowles, Clerk of the Board  
WK

**Subject:** Customer Relations Report for First Quarter Fiscal Year 2008-09

Transit Committee meeting of November 26, 2008

**Present:** Directors Brown, Buffa, Green, Nguyen, Pulido, and Winterbottom

**Absent:** Director Dixon

***Committee Vote***

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

***Committee Recommendation***

Receive and file as an information item.



**November 26, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Customer Relations Report for First Quarter Fiscal Year 2008-09

**Overview**

The Customer Relations report is submitted to the Orange County Transportation Authority Board of Directors on a quarterly basis. The report provides an overview of customer communications received during the prior period of July through September 2008, as well as a review of the performance of Alta Resources, the contracted provider of the Customer Information Center.

**Recommendation**

Receive and file as an information item.

**Background**

The Customer Relations Department is responsible for identifying and resolving service issues through the use of proactive and responsive methods. Customer Relations disseminates information about the Orange County Transportation Authority (OCTA) services and policies and serves as a channel through which customers' opinions about those services and policies are transmitted to OCTA.

**Discussion**

Responsibilities within the Customer Relations Department are varied. As its primary function, Customer Relations takes written, verbal, and e-mailed comments and complaints and facilitates OCTA responses. Staff interacts closely with numerous departments to obtain resolution to customers' concerns. Customer Relations participates in monthly meetings with members of OCTA's Transit Division, as well as with the contractor responsible for providing ACCESS service and contracted fixed route service, to ensure customer concerns are heard and problems are resolved. Staff also interacts



closely with the bus Service Planning and Customer Advocacy staff to ensure there is a forum to listen to the needs of riders.

The department also oversees the Customer Information Center (CIC) which provides trip routing information to bus riders; the issuance of Reduced Fare Identification (RFID) cards to seniors and persons with disabilities; and the sale of bus passes and ACCESS coupons to the public via mail, phone, and online. Customer Relations is also responsible for coordinating responses to customer service calls about the 91 Express Lanes Toll Road (91 Express Lanes); administration of the OCTA Store; production of Riders' Alerts to notify customers of changes to bus routes and schedules; and oversight of the Special Needs in Transit Advisory Committee. Below are highlights of Customer Relations activities during the period of July 1 through September 30, 2008.

Customer Communications

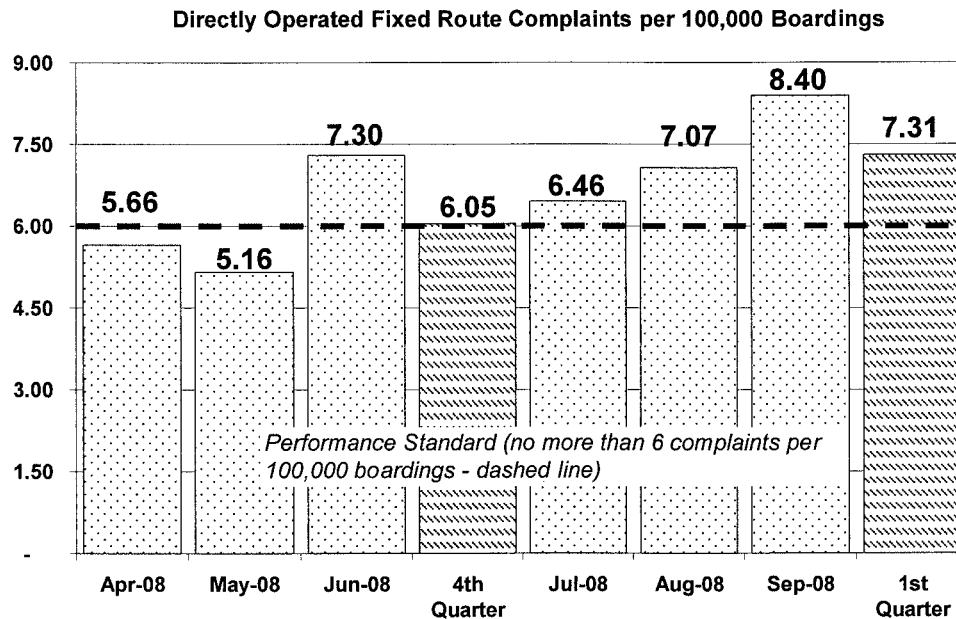
Customer Relations receives and processes communications from customers on a variety of topics including local bus service, intracounty and intercounty express routes, rail feeder routes, and ACCESS service. In this quarter, the volume was elevated due to the number of new riders as a result of increased fuel prices and the start of the school year. Listed below is a breakdown of the communications that Customer Relations received during the quarter.

Total Communications

Fiscal Year 2008-09	Phone Calls	E-mails	Letters	Totals
1 <sup>st</sup> Quarter (July – September)	12,525	982	81	13,588

Fixed Route Bus Operations

During this quarter, there were 18,270,537 fixed route boardings. This represents a 3 percent increase compared to the 17,730,758 boardings in the previous quarter. Based on the customer communications received, there were a total of 1,335 complaints received, equaling 7.31 complaints per 100,000 boardings, which exceeds the Transit Division's goal of no more than six complaints per 100,000 boardings. Attachment A delineates the total number of fixed route complaints received this quarter compared to previous fiscal years. The following chart provides a monthly breakdown of the complaints per 100,000 boardings.



The increase in complaints is partially attributable to the increased number of boardings, in addition to a number of new riders who may not be familiar with bus service. There was also an increased number of complaints in the latter part of the quarter due in part to the September service change as well as the start of the school year. School bus service was reduced in certain parts of the County and as a result there have been a large number of school-age riders on OCTA buses. This has led to an increased number of complaints from other patrons due to rowdy behavior. Transit Police Services (TPS) has addressed this through the use of onboard surveillance cameras and contacting the parents of disruptive students. The Transit Division is also drafting a plan to work with local school officials to address this issue going forward.

The increased ridership is expected to continue and management is working with coach operators to ensure that scheduling issues are immediately reported in the Route Issues and Input (Ri2) scheduling database and that customer service issues are addressed promptly.

The concern most often expressed by customers of OCTA's fixed route service during the first quarter was being passed by while waiting for a bus, with an average of 116 monthly pass-by complaints received during the quarter. Also, there were 334 compliments for the quarter compared to 295 for the previous quarter, representing a 13 percent increase in coach operator compliments.

Of the aforementioned 1,335 complaints received, the following complaints are the three most frequently reported during this quarter:

1. Pass-bys

A total of 347 complaints were received from passengers who reported being passed by OCTA buses compared to 243 complaints received last quarter.

2. Driver Judgment (any questionable decision, action, or omission on the part of a coach operator)

There were 243 complaints received about the judgment displayed by OCTA coach operators versus 184 complaints received last quarter.

3. Buses Running Behind Schedule

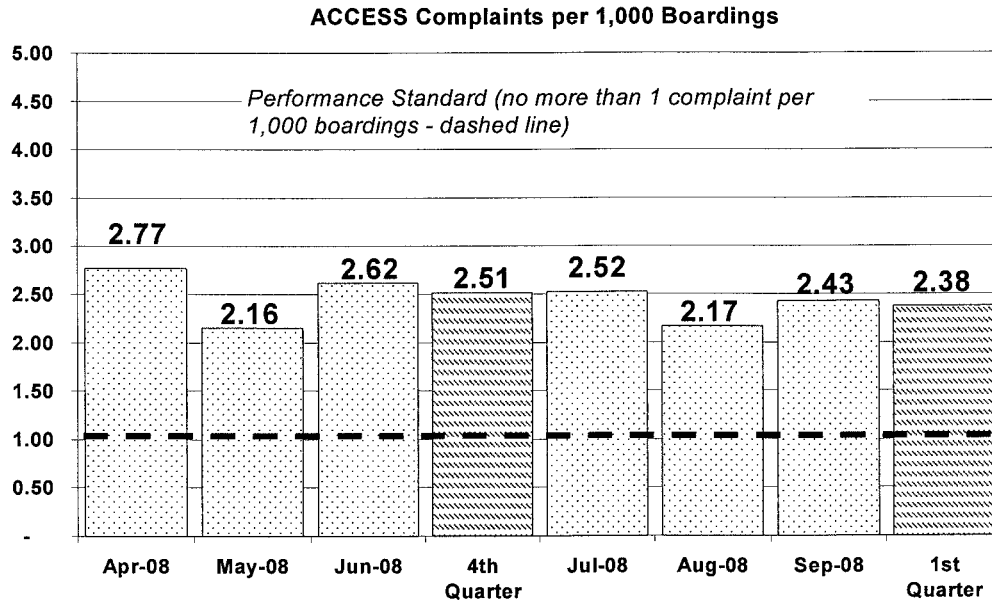
There were 193 complaints from riders about buses not arriving on time compared to the 130 complaints reported in the previous quarter.

ACCESS Service

Veolia Transportation, Inc. (Veolia) operates ACCESS service. During this quarter, there were 351,849 ACCESS boardings compared to 355,239 in the previous quarter.

The complaint standard for ACCESS service is no more than one complaint for every 1,000 boardings. There were 837 complaints received about ACCESS representing 2.38 complaints per 1,000 boardings in the first quarter of fiscal year 2009. During the previous quarter, there were 2.51 complaints per 1,000 boardings.

Of the 837 complaints received, 119 involved taxi service. The main issues about taxi service were unmarked vehicles and concerns about the judgment displayed by drivers toward customers with special needs. The Community Transportation Services (CTS) department is considering solutions to address the issue of unmarked vehicles including: 1) providing local agencies with the run numbers assigned to their clients' pickups which they confirm with the driver upon arrival; and 2) vehicle signage similar to a placard that can be hung from the rearview mirror.



Attachment B and the above chart depict the ACCESS complaints received this quarter. Identified in the following section are the most frequently occurring ACCESS complaints for the first quarter:

1. Vehicles Not Arriving

From July 1, 2008 to September 30, 2008, there were 174 complaints about ACCESS vehicles not arriving to pick up passengers versus 184 in the previous quarter.

2. Vehicles Running Behind Schedule

Customer Relations received 135 complaints from riders about ACCESS drivers running behind schedule compared to the 147 complaints reported in the previous quarter.

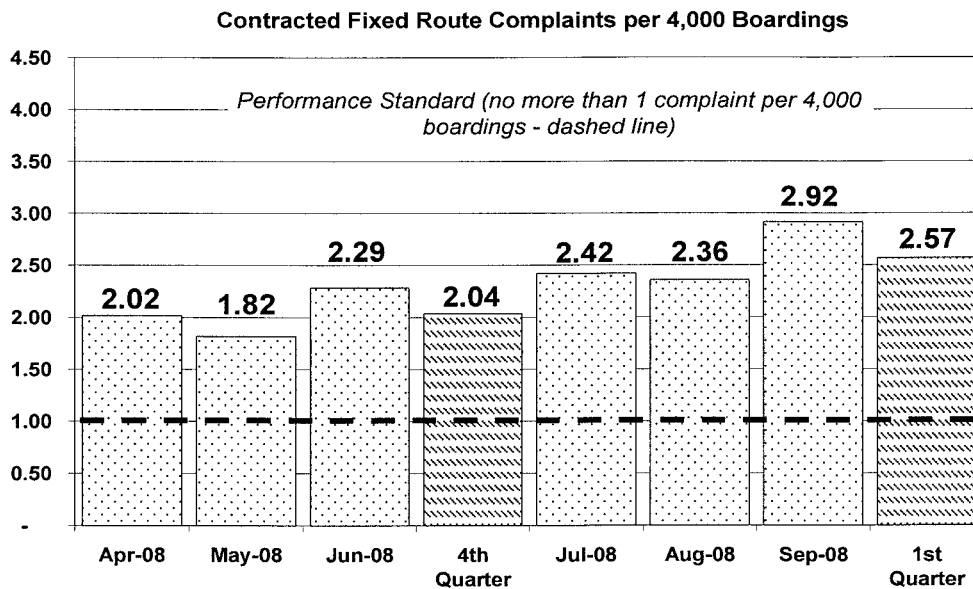
3. Driver Judgment (any questionable decision, action, or omission on the part of the ACCESS driver)

Examples of judgment complaints include, but are not limited to, loading/unloading customers under unsafe conditions, conducting personal business while in service, failure to call medical or security assistance when warranted by circumstances, etc. A total of 116 complaints were received from riders about the judgment displayed by contracted ACCESS drivers compared to 126 received last quarter.

Contracted Fixed Route Service

In addition to ACCESS service, Veolia operates contracted fixed route service, which includes OCTA's community fixed routes, approximately half of the StationLink routes, and the OC Express routes 757, 758, and 794. During this quarter, there were 299,148 boardings compared to 314,199 boardings in the previous quarter, a 4.7 percent decrease.

The contractual complaint standard for contracted fixed route is no more than one complaint per 4,000 boardings. Veolia finished the quarter at 2.57 complaints per 4,000 boardings. There were 2.04 complaints per 4,000 boardings in the previous quarter. Attachment C and the chart below lay out the contracted fixed route complaints by month for this quarter.



The most frequently occurring contracted fixed route complaints for this quarter are listed below:

1. Vehicles Running Behind Schedule

There were 31 complaints about contracted drivers running late versus 18 complaints in the previous quarter.

2. Vehicles Not Arriving

Customer Relations received 22 complaints from riders about contracted vehicles not arriving to pick them up compared to the 14 complaints reported in the previous quarter.

3. Driver Judgment (any questionable decision, action, or omission on the part of the contracted service driver)

A total of 16 complaints were received from riders about the judgment displayed by contracted drivers compared to 22 received last quarter.

Customer Information Center

The CIC is operated by Alta Resources. Alta Resources handled 208,171 calls during the quarter, compared to 204,719 in the previous quarter, representing a 1.7 percent increase in call volume. The average monthly call volume for this quarter was 69,390 versus 68,240 in the previous quarter.

During the first quarter of the fiscal year, a total of 11 complaints and 26 compliments were received about Alta Resources compared to 10 complaints and 34 compliments during the fourth quarter of the previous fiscal year.

Fiscal Year 2008-09

	Phone Calls	Compliments	Complaints
July	73,285	13	7
August	69,780	5	1
September	65,106	8	3

Customer Relations Activities

- Coach Operator Training

Customer Relations conducted three student coach operator training (SCOT) sessions and three customer relations training (CRT) sessions. The purpose of these classes is to improve and enhance the customer service that is provided to passengers by coach operators. In addition, six annual required training (ART) classes were conducted during the quarter. All of the training sessions include a presentation on the customer comment process, interactive discussions, and a question and answer session with coach operators.

- Service Excellence Awards

The Service Excellence Awards are presented by Customer Relations to coach operators who provide exceptional customer service in the performance of their duties. Customer Relations presented three coach operators with this award during the quarter. One coach operator was

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recognized for picking up passengers who had been waiting in a detoured area; another operator helped a passenger load her bike on the rack; and the third operator went out of his way to help a family visiting from another country.

- **Customer Service Challenge**

During this quarter, Customer Relations served as judges for the coach operator customer service challenge. Staff participated in contests at each of the three bases and selected an overall winner at the final customer service challenge which was held at the administrative offices. The winner of this year's customer service challenge was announced at the annual OCTA Rodeo.

- **Customer Information Center Roundtable Discussion**

Customer Relations facilitated a roundtable discussion with CIC representatives to discuss the feedback these contracted employees are receiving from bus riders. Some of the topics included the online trip planner, the Bus Book, bus stop cassettes, etc. Numerous suggestions and recommendations were provided which the Marketing Department is reviewing to determine the feasibility of implementation.

- **91 Express Lanes**

The OCTA Store established 81 new accounts for the 91 Express Lanes compared to 58 in the previous quarter.

- **OCTA Store Sales and Pass Sales**

The OCTA Store had total sales of \$311,230 during the quarter compared to \$354,144 in the previous quarter and \$236,382 in the first quarter of the previous fiscal year. These sales figures include the sale of passes, merchandise, and Employee Recreation Association (ERA) tickets.

In addition to the OCTA Store sales, there was a total of \$484,761 in passes sold within the Pass Sales Section compared to \$580,570 in the previous quarter and \$386,345 in the first quarter of the previous fiscal year. The sales within this section are processed by Alta Resources, the contracted provider of the CIC.

The combined sales between the OCTA Store and the Pass Sales Section totaled \$795,991 for the first quarter compared to \$934,714 in the

fourth quarter of the last fiscal year and \$622,727 in the first quarter of the previous fiscal year. The spike in pass sales during the fourth quarter of the last fiscal year was attributable to summer youth pass sales and increased ridership due to rising gas prices.

- Special Needs in Transit Advisory Committee

During this quarter, the Special Needs in Transit Advisory Committee, facilitated by Customer Relations, presented a special award to an ACCESS field supervisor for providing outstanding service to ACCESS passengers and local agencies.

Committee members were also provided with an update on revisions to the no-show policy, the new ACCESS Rider's Guide, and the inclusion of mobility device measurement as part of the in-person eligibility assessment process.

### **Summary**

Throughout the quarter, Customer Relations continued to address customer service issues. Customer comments for OCTA-operated fixed route bus service, as well as ACCESS and contracted fixed route service, operated by Veolia, did not meet established performance standards during the first quarter. Alta Resources, the contractor responsible for the CIC, continued to operate within the performance standards established in their contract.

### **Attachments**

- A. OCTA Operated Fixed Route Complaints Fiscal Years 2006-2008
- B. ACCESS Complaints Fiscal Years 2006-2008
- C. Contracted Fixed Route Complaints Fiscal Years 2006-2008

### **Prepared by**



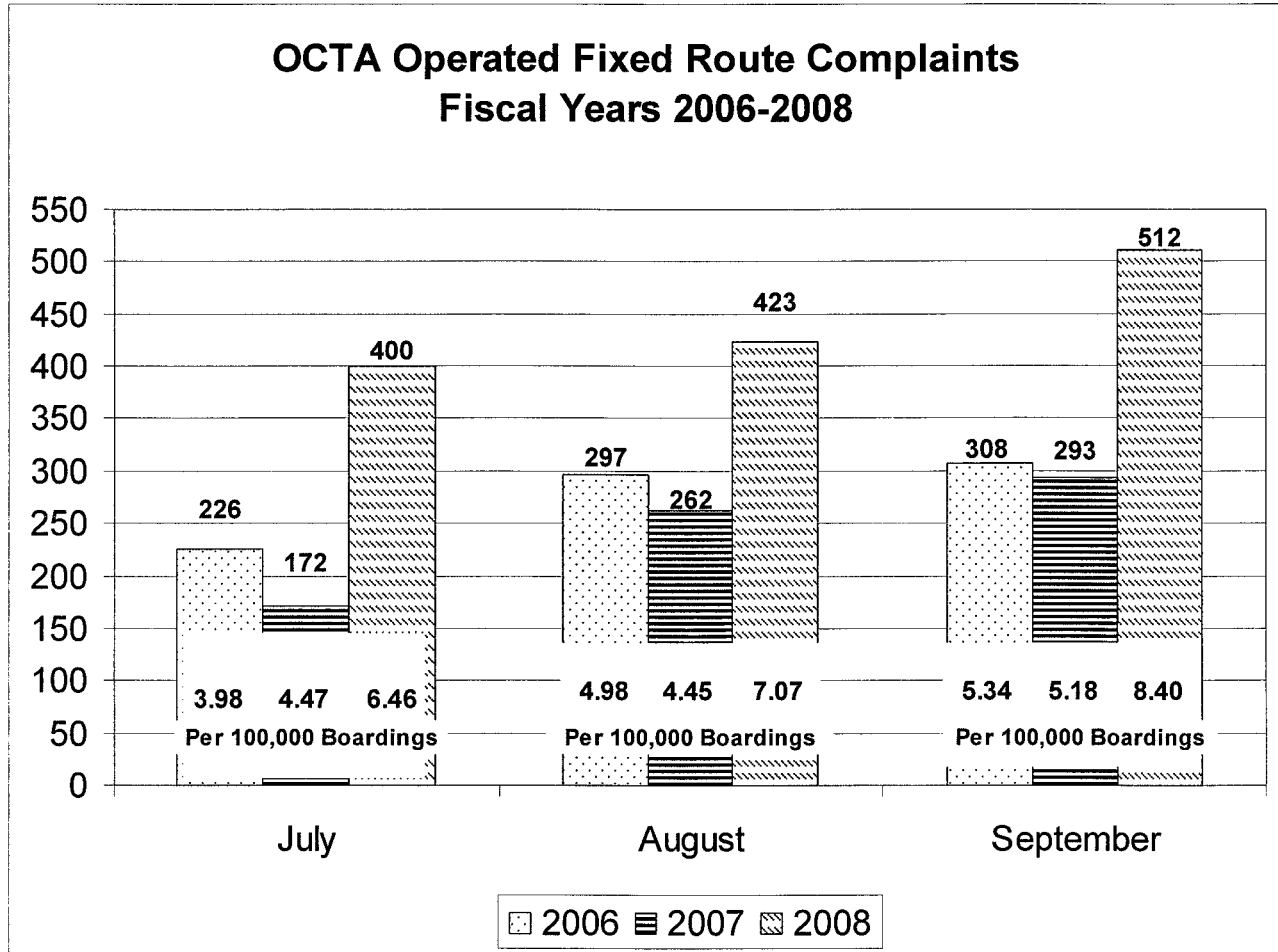
Adam D. Raley  
Senior Customer Relations  
Specialist  
(714) 560-5510

### **Approved by:**

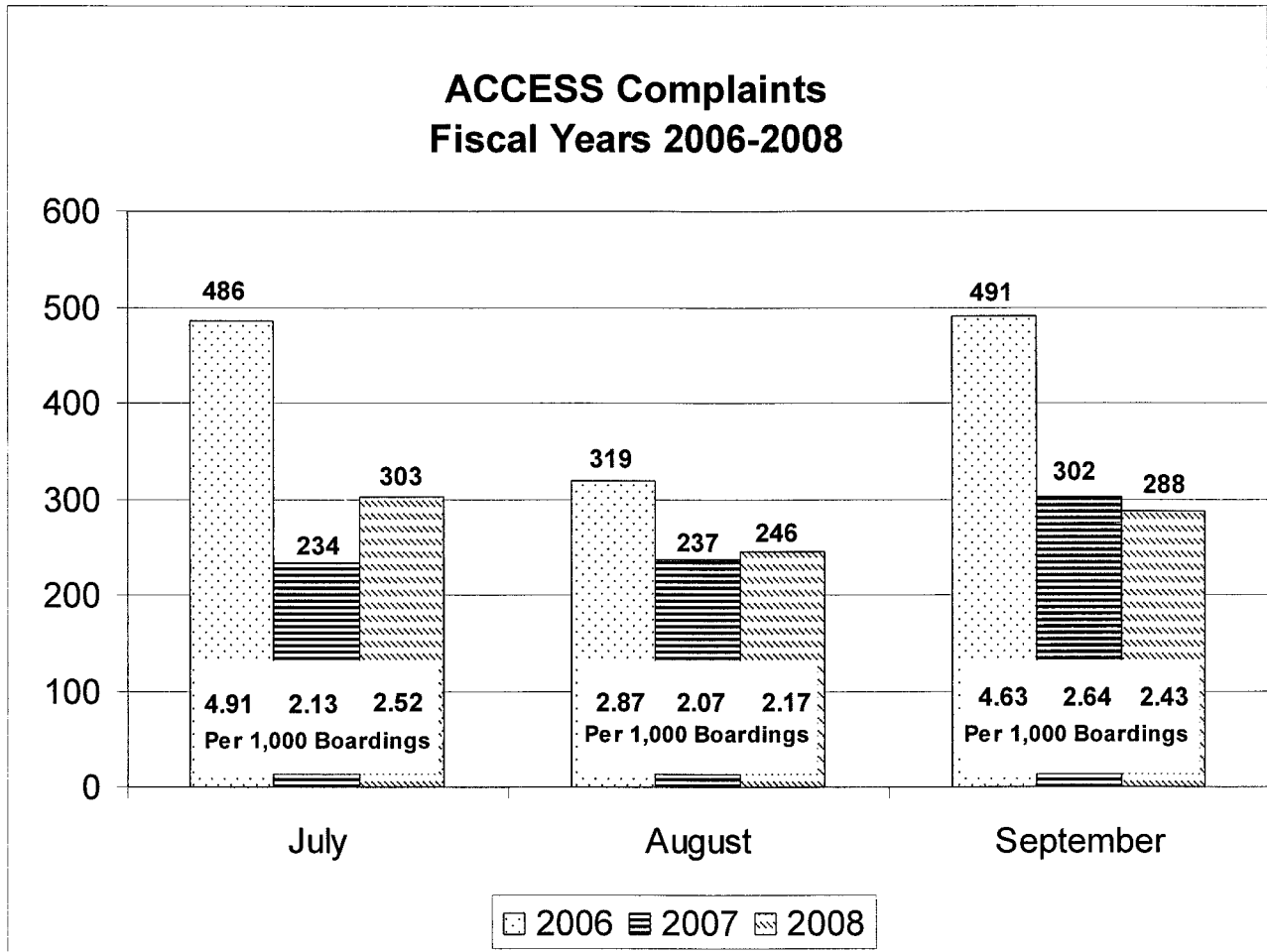


Ellen S. Burton  
Executive Director, External Affairs  
(714) 560-5923

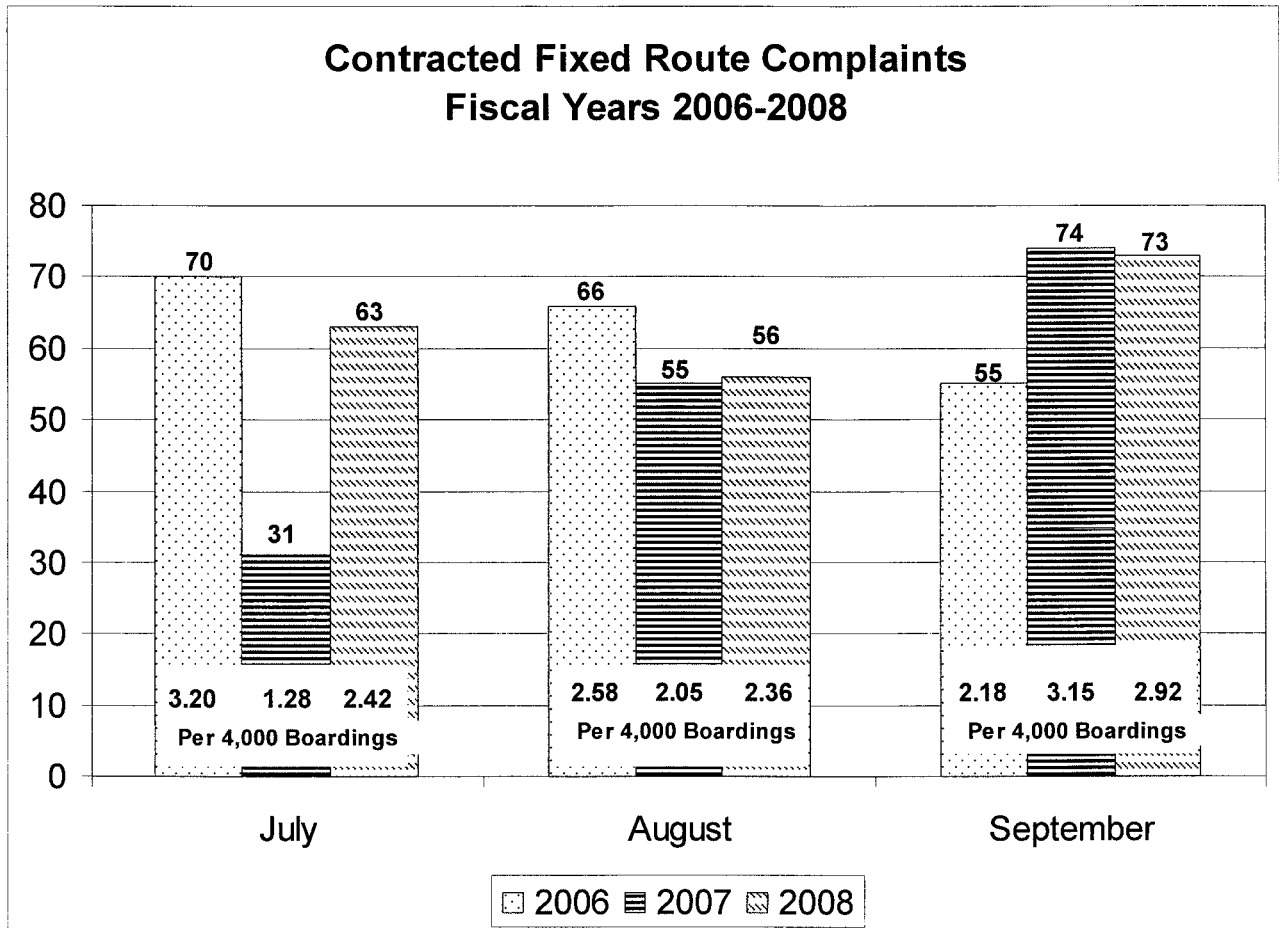




\* The complaint standard for fixed route service is no more than six complaints for every 100,000 boardings.



\* The contractual complaint standard for ACCESS service is no more than one complaint for every 1,000 boardings.



\* The complaint standard for contracted fixed route service is no more than one complaint for every 4,000 boardings.





**BOARD COMMITTEE TRANSMITTAL**

**December 8, 2008**

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

**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board

**Subject:** California Air Resources Board Fleet Rule Compliance

Transit Committee meeting of November 26, 2008

**Present:** Directors Brown, Buffa, Green, Nguyen, Pulido, and Winterbottom

**Absent:** Director Dixon

***Committee Vote***

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

***Committee Recommendation***

Receive and file as an information item.



**November 26, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** California Air Resources Board Fleet Rule Compliance

### **Overview**

The Orange County Transportation Authority is subject to various local and state rules to reduce emissions in its bus fleet. To comply with rules that become more stringent over time, the Orange County Transportation Authority has worked to replace diesel vehicles with clean alternative fuel vehicles over the past several years. Due to vehicle replacement delays, the Orange County Transportation Authority was not in compliance with emissions standards as of December 31, 2007, and at present is working with the California Air Resources Board to address the period of non-compliance. As of October 2008, the Orange County Transportation Authority revenue fleet is again in compliance with air quality regulations.

### **Recommendation**

Receive and file as an information item.

### **Background**

The California Air Resources Board (CARB) is the governing body for the State of California to address concerns with air quality. Motor vehicles are the primary cause of air pollution in the state, and as such, CARB focuses on compliance with air quality regulations for a variety of industries and employers. In 2000, CARB implemented a Fleet Rule for Transit Agencies. This rule applies to large transit buses, 35-feet long and larger, and requires a reduction in oxides of nitrogen (NOx) and diesel particulate matter (PM) by certain amounts in certain years. In 2001, the Orange County Transportation Authority (Authority) declared its path of compliance with this rule by choosing the alternative-fuel path. In 2006, CARB amended this rule to include smaller buses, including paratransit buses. Vehicles that are 35-feet or longer are known as "urban bus" and vehicles less than 35-feet in length are known as "transit fleet" vehicles in the CARB rule nomenclature.

The South Coast Air Quality Management District (AQMD) is the air pollution control agency for this area, which includes portions of Los Angeles, Riverside, and San Bernardino counties, and all of Orange County, also known as the South Coast Air Basin (SCAB). In addition, within Riverside County, the AQMD also has jurisdiction over the Salton Sea Air Basin and a portion of the Mojave Desert Air Basin. This is the second most populated urban area in the United States and one of the smoggiest. In 2000, the AQMD developed a rule, "Rule 1192. Clean On-Road Transit Buses." This rule prohibits the purchase of diesel vehicles for transit purposes, with an exemption for the purchase of gasoline-powered buses operated in paratransit service.

The CARB and AQMD rules differ. The CARB rule does not dictate the fuel technology for new vehicle purchases and only looks at the existing fleet and specific reductions in emissions for those vehicles in use. The AQMD rule does not look at in-use emissions and only dictates the technology chosen for new purchases. This difference is somewhat reconciled in the near future when the CARB rule requires a percent of all vehicle purchases to be zero-emission buses. A zero-emission bus is a fully electric bus or a hydrogen fuel-cell bus.

The Authority is required to submit an annual report in January of each year to CARB indicating the quantity, vehicle model year, engine make and model year, and fuel type of each vehicle in its fleet. This report is used by CARB to determine compliance with the rule. Authority staff submitted the latest annual report in January 2008, without explaining the Authority's progress against plans for replacing diesel ACCESS buses.

### ***Discussion***

The CARB Fleet Rule for Transit Agencies last required the urban bus NOx average to be below 4.8 grams per horsepower-hour (g/bhp-hr) as of October 1, 2002. The Authority met that requirement on schedule and has continued to reduce it below the standard. The most recent urban bus diesel PM requirement was a reduction from December 31, 2001 to December 31, 2006, by 60 percent. The Authority met that requirement on schedule and achieved an 83 percent reduction by December 31, 2007. The next, and final, urban bus PM requirement is a reduction of 85 percent by December 31, 2008. With the recent receipt and deployment of the New Flyer compressed natural gas (CNG) vehicles, the Authority will achieve a 99 percent reduction in the urban bus fleet as of that date.

The CARB Fleet Rule for Transit Agencies required the transit fleet vehicle NOx average to be below 3.2 g/bhp-hr by December 31, 2007. The Authority met that requirement by achieving a NOx average of 3.16 g/bhp-hr by that

date. The transit fleet vehicle diesel PM requirement was a reduction from December 31, 2004 to December 31, 2007, by 40 percent. The Authority was not able to reduce the transit fleet vehicle diesel PM by the necessary amount, only achieving a 14 percent reduction. With the acceptance and deployment of new gasoline vehicles replacing diesel vehicles in the ACCESS service fleet, in October 2008, the Authority met the CARB transit fleet vehicle 40 percent diesel PM reduction requirements that were required by December 31, 2007. This was accomplished by replacing 87 diesel ACCESS buses with clean-burning gasoline buses. The Authority is anticipating receipt of another 111 gasoline ACCESS vehicles before January 2009, replacing 111 additional diesel vehicles. At that time, the Authority will achieve a 73 percent reduction in the transit fleet vehicle diesel PM, well below the required 40 percent reduction.

The CARB notified the Authority on September 30, 2008, that it was out of compliance with the Fleet Rule for Transit Agencies on December 31, 2007.

Several factors affected the Authority's ability to be compliant in the small bus fleet by 2008. CARB only officially added the transit fleet vehicles to its rule in 2006. With less than two years to acquire the vehicles necessary to reduce PM levels in the small bus fleet, the Authority embarked on a very tight timeline to develop vehicle specifications, complete a competitive procurement, and work with the selected vendor on the manufacture, delivery, and acceptance of new vehicles. The acquisition of alternative fuel vehicles for the small bus operation then became delayed because the decision to construct an alternative fuel facility at the Sand Canyon Base was delayed. This was related to the proposed realignment of Marine Way through the Authority's Sand Canyon Base to accommodate the Great Park development in Irvine. While the Authority has been working with the developer and the City of Irvine on this project, no real decision has been made on the impact to the facility, and the Authority was reluctant to construct a new fueling facility and modify existing structures before the alignment plans were completed. Although these plans are still not complete, the Authority has since proceeded with the construction of a temporary CNG fueling facility at the Sand Canyon Base and the necessary modifications to the maintenance buildings to include necessary ventilation and other safety measures required to service alternative fuel vehicles.

As part of CARB's enforcement activity due to the Authority's lack of compliance, in addition to a fine associated with an insufficient PM reduction, CARB conducted an audit on the required annual periodic smoke emission inspections that must be performed on all diesel vehicles in the Authority's bus fleet. An initial evaluation of the vehicle records sent to CARB indicated that a large number of inspection certificates were missing. Staff conducted a more



comprehensive records search, examining dozens of boxes of vehicle files sent to storage for 2006 and 2007, and retrieved a significant number of the missing certificates or work orders documenting the completion of the required smoke tests. This information has been submitted to CARB for review, and pending the verification of these additional records, a revised settlement agreement and fine will be submitted to the Authority later this year or possibly early in 2009.

**Summary**

The Authority was not able to meet the California Air Resources Board Fleet Rule for Transit Agencies -Transit Fleet Vehicle Requirements as of December 31, 2007, for a reduction of diesel PM by 40 percent. The Authority fully intended to meet all applicable air pollution rules, but delays occurred in the procurement of new clean buses for contracted fixed route and ACCESS. Although the Authority was not in compliance at the start of 2008, it is now in compliance and will be well below the allowable limits by the end of 2008. By the middle of 2009, the Authority will already meet the emission reduction requirements of 2011. Authority staff is working with CARB staff to resolve this issue and will report back to the Board of Directors as more information becomes available.

**Attachment**

None.

**Prepared by:**

Ryan Erickson  
Section Manager, Facilities Maintenance  
714-560-5897

**Approved by:**

Beth McCormick  
General Manager, Transit  
714-560-5964





## Capital Program Cost Trends

Board of Directors' Meeting  
December 8, 2008

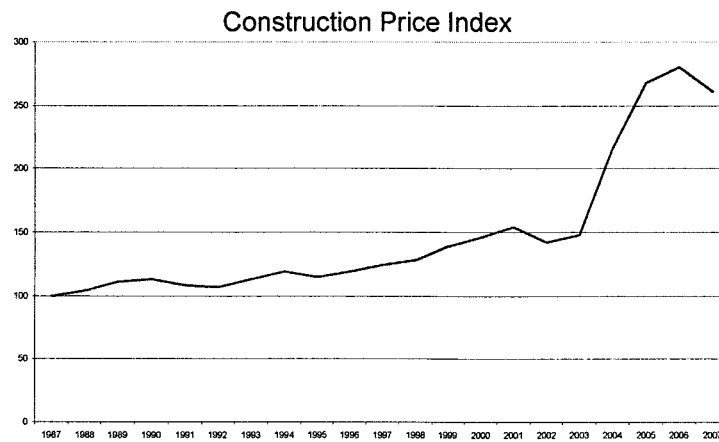


### Key Points



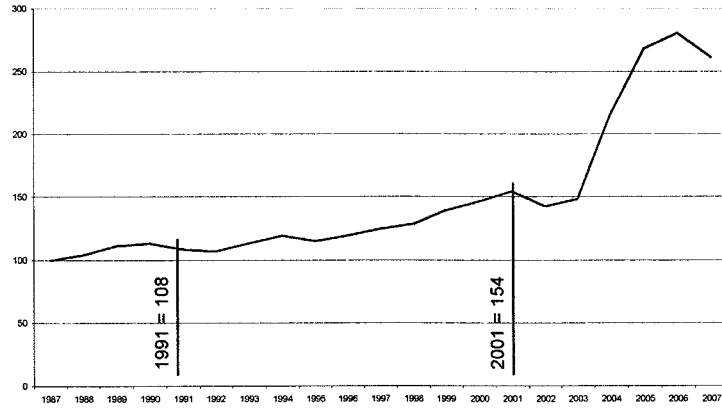
- Measure M sales taxes
  - Actual and forecasted declines
- State and federal funds
  - Forecasted reduction in future revenue
- State infrastructure bonds
  - Major funds already allocated

- Economic stimulus program
- Reauthorization of federal highway program
- Expansion of 91 Express Lanes
- Container fee program



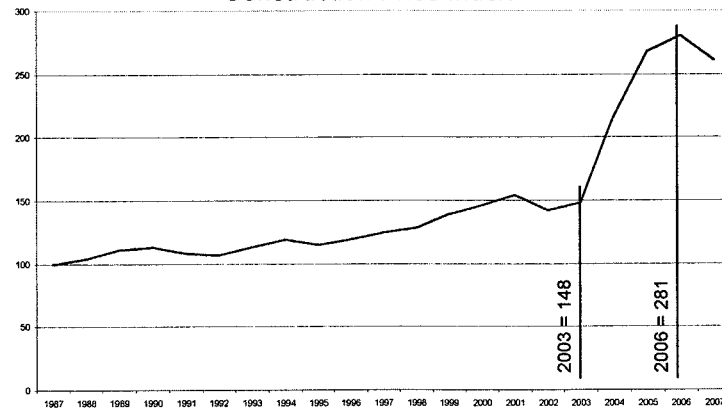
Caltrans Cost Index

### Construction Price Index

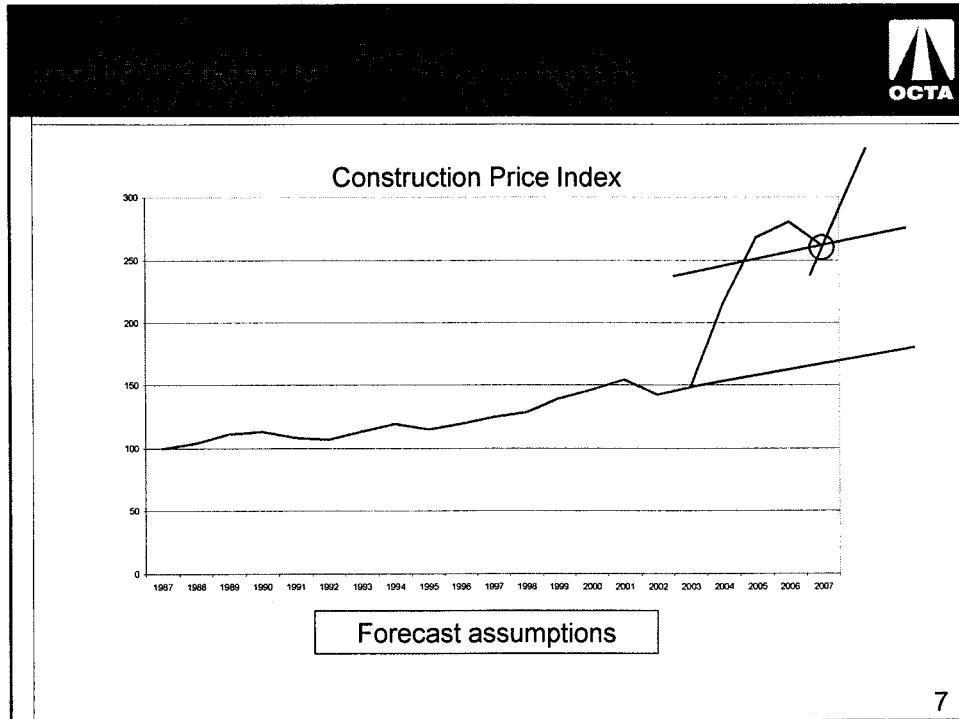


3.6% annual increase

### Construction Price Index



23.6% annual increase



- Caltrans project cost escalator
  - 3% annual increase
- 2008 ENR construction cost index
  - 6% annual increase
- Orange County Business Council
  - Modest increases for 2-3 years, then higher cost growth

- **Negative trends**
  - Decrease in revenues
  - Increase in construction costs
- **Positive trends**
  - Very competitive bidding environment
  - Lower property costs
  - Potential new funding sources

- Leverage use of federal and state funds
- Maintain early construction schedules
- Minimize new project scope additions
- Craft projects to fit likely funding

- Maintain progress on current projects
- Apply strategies to mitigate potential downside risks
- Prepare strategies to capitalize on future upside opportunities
- Return to Board with any proposed adjustments to project implementation strategies