

**REQUEST FOR PROPOSALS (RFP) 1-3695**

# **TRANSIT FACILITIES CONDITION ASSESSMENT**



**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>September 14, 2021</b>
<b>Pre-Proposal Conference Date:</b>	<b>September 22, 2021</b>
<b>Question Submittal Date:</b>	<b>September 24, 2021</b>
<b>Proposal Submittal Date:</b>	<b>October 13, 2021</b>
<b>Interview Date:</b>	<b>November 9, 2021</b>

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September 14, 2021

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 1-3695: "TRANSIT FACILITIES CONDITION ASSESSMENT"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **conduct a facility condition assessment and rating of Authority's transit facility assets**. The budget for this project is \$350,000. The term of the agreement shall be 12 months.

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

**Proposals must be submitted, electronically, through the following URL link:** <http://www.octa.net/Proposal Upload Link>, at or before **2:00 p.m. on October 13, 2021**. Offerors are instructed to visit the link, select "RFP 1-3695" from the drop-down menu and follow the instructions as prompted to upload proposal.

**PLEASE NOTE:**

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

Proposals and supplemental information to proposals received after the date and time specified above will not be accepted.

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

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

To receive all further information regarding this RFP 1-3695, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Accounting / Auditing / Budget Consulting
	Architectural & Engineering Design Consulting
	Construction Consulting
	Consultant Services - General
Professional Services	Auditing
	Engineering - General

A pre-proposal conference will be held via tele-conference on **September 22, 2021**, at **11:00 a.m.** Prospective Offerors may call-in using the following credentials:

- Call-in number: 916-550-9867
- Conference ID: 490334645#

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

The Authority has established November 9, 2021, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.



**SECTION I: INSTRUCTIONS TO OFFERORS**

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

A pre-proposal conference will be held via tele-conference on **September 22, 2021**, at **11:00 a.m.** Prospective Offerors may call-in using the following credentials:

- Call-in number: 916-550-9867
- Conference ID: 490334645#

No onsite meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Venita Anderson, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560. 5427  
Email: vanderson@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this

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

## **E. CLARIFICATIONS**

### **1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section D.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

### **2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and emailed to [vanderson@octa.net](mailto:vanderson@octa.net) no later than 5:00 p.m., on **September 24, 2021**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3695 Transit Facilities Condition Assessment, Written Questions ". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than September 30, 2021. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Venita Anderson, Senior Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:  
Professional Consulting

Commodity:  
Accounting / Auditing / Budget  
Consulting  
Architectural & Engineering

Professional Services

Design Consulting  
Construction Consulting  
Consultant Services - General  
Auditing  
Engineering - General

Inquiries received after 5:00 p.m. on September 24, 2021 will not be responded to.

## F. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on October 13, 2021.** Offerors are instructed to visit the link, select "RFP 1-3695" from the drop-down menu and follow the instructions as prompted to upload proposal".

#### **PLEASE NOTE:**

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

Proposals received after the above-specified date and time will not be accepted.

### 2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver

at the prices given and in accordance with conditions of said accepted proposal and specifications.

- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

**IT IS ANTICIPATED THAT THE AGREEMENT RESULTING FROM THIS SOLICITATION, IF AWARDED, WILL BE A FIRM-FIXED PRICE CONTRACT SPECIFYING FIRM-FIXED PRICES FOR INDIVIDUAL TASKS SPECIFIED IN THE SCOPE OF WORK, INCLUDED IN THIS RFP AS EXHIBIT A.**

**L. CONFLICT OF INTEREST**

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

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

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

**M. CODE OF CONDUCT**

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

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Venita Anderson, Senior Contract Administrator and must, at a minimum, contain the following:

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

#### **3. Technical Proposal**

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing



capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

**b. Proposed Staffing and Project Organization**

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

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

d. Exceptions/Deviations

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

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

#### 4. Cost and Price Proposal

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

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

#### 5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

### B. FORMS

#### 1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

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

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

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

#### 2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has

either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

**3. Proposal Exceptions and/or Deviations Form**

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

**SECTION III: EVALUATION AND AWARD**

### **SECTION III. EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 25%**  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**  
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 25%**  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**  
 Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### **B. EVALUATION PROCEDURE**

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established November 9, 2021, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

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

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Transit 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. Offerors acknowledge that the Board of the Orange County Transportation Authority reserves the right to award this contract in its sole and absolute discretion to any party regardless of the evaluation committee's recommendation or recommendation of a Board Committee. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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



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

**EXHIBIT A: SCOPE OF WORK**

**SCOPE OF WORK  
FOR  
OCTA TRANSIT FACILITY CONDITION ASSESSMENT**

**SECTION 1 - GENERAL**

The Orange County Transportation Authority (OCTA) owns, operates, and maintains five maintenance and operations bus bases, five transportation centers, and two park-and-ride facilities. The properties are comprised of site, building, and structure facilities, totaling over 400,000 square feet. These facilities are situated on approximately 89 acres of properties throughout Orange County.

- 1.1.** OCTA wishes to engage the services of a consultant (Consultant) qualified and experienced in the field of transit facility condition assessment to conduct a facility condition assessment (FCA) and rating of OCTA's transit facility assets including buildings, sites, and equipment. Consultant's FCA, rating, and recommendations will be used to fulfill Transit Asset Management Plan (TAM Plan) data reporting requirements, guide management decisions on investments to support the state of good repair of the agency's capital assets, and will be used to plan and implement urgent, major, minor, short-term, and long-term facility projects including capital rehabilitation, maintenance, and capital improvements along with related financial planning and budget processes.
- 1.2.** Consultant shall perform a comprehensive FCA and assign facility ratings as required in this Scope of Work and in conformance with the Federal Transit Administration (FTA) guidance found in "Federal Transit Administration TAM Facility Performance Measure Reporting Guidebook: Condition Assessment Calculation" (FTA Guidance) Version 1.2 issued March 2018 and incorporated herein as Exhibit A-2 with an expectation that FTA will issue a revised FTA Guidance to correct several typos/errors in Version 1.2. Consultant shall check with FTA for the latest version of FTA Guidance and shall use the latest FTA issued guidance at the time of work. Consultant shall thoroughly assess the existing physical condition and basic functional performance of OCTA's buildings, sites, grounds, utilities, and emplaced equipment.
- 1.3.** The results of the FCA shall be reported by Consultant to OCTA as required in this Scope of Work and in conformance with FTA Guidance.

**SECTION 2 – GENERAL CONDITIONS AND REQUIREMENTS**

**2.1. Work Performance**

Consultant shall commence work immediately upon receiving the executed Agreement. Consultant shall use diligence in completing the work in accordance with the schedule.

In case of conflict, ambiguities, discrepancies, or errors or omissions among any

of the items of work, Consultant shall submit the matters to OCTA for clarification. Any work affected by such conflicts, ambiguities, discrepancies, or errors or omissions which is performed by the Consultant prior to clarification by OCTA shall be at Consultant's risk. Such conflicts, ambiguities, discrepancies, or errors or omissions among the references shall not give rise to a claim by Consultant for extra work unless Consultant can demonstrate that it has incurred additional expenses as a result thereof.

## **2.2. Coordination**

Consultant shall notify OCTA in writing at least two (2) business days prior to visiting to commence any work at OCTA properties. OCTA staff will observe and shadow the Consultant over all FCA work.

## **2.3. Site Inspection Reports**

Consultant shall prepare a site inspection report for each day Consultant commence FCA work at OCTA properties and submit to OCTA within two (2) business days from the day the work is commenced. The report shall include facilities that are assessed that day, Consultant's staff name, date, time, total hours spent, and all field notes generated by Consultant's staff.

The report shall be signed and dated by Consultant's onsite staff who performs the FCA work, Consultant's Project Manager, and by the OCTA staff who shadows the work.

## **2.4. Health, Safety and Environmental Requirements**

Consultant shall comply with all OCTA Health, Safety and Environmental requirements, OCTA Covid-19 property entry and onsite work requirements, and all guidelines from the agencies having jurisdictions including the Orange County Health Care Agency (HCA) and Cal-OSHA while conducting work at OCTA properties.

# **SECTION 3 - CONSULTANT RESPONSIBILITIES**

## **3.1. Task 1 – Project Administration/Management and Schedule**

### **3.1.1. Project Administration/Management**

Consultant shall designate a Project Manager to manage and oversee all aspects of Consultant's work. Included in this task will be project meetings required to conduct this FCA.

Consultant shall include an initial kick-off meeting with OCTA staff to discuss project objectives, the approaches to complete the project, key delivery dates, and coordination with OCTA staff.

Consultant shall include one (1) meeting per month (total of six (6) meetings) over the term of this contract to report the status of the project, work efforts, progress, and schedule updates to the OCTA Project Manager.

In addition, Consultant shall include four (4) 2-hour meetings for coordination with Transit Asset Management (TAM) plan update inputs/outputs.

Consultant shall prepare and distribute meeting agendas at least two (2) business days prior to each meeting. Consultant shall prepare and distribute meeting minutes within three (3) business days of the meetings to the project parties. Meeting minutes shall include completed items, items in progress, upcoming items, changes, schedule updates, and budget impacts. Consultant is also expected to make action item checklists and other pertinent documentation to successfully manage the project. Consultant shall notify the OCTA Project Manager immediately of any problem(s), which may impact either the project's schedule or budget.

Consultant shall prepare a monthly project progress report for the work during the reported month, cumulative work completed up to the report date, and projected work for the next month. The report shall be submitted prior to the monthly meeting. The progress narrative shall document progress from the first day through the last day of the reported month and the projected work for the next month.

### 3.1.2. Schedule

Consultant shall complete the FCA as required in this Scope of Work within six (6) months from receiving the executed Agreement.

Consultant shall prepare and submit a detailed project schedule to OCTA within five (5) calendar days of receiving the executed Agreement, allow seven (7) calendar days for OCTA to review Consultant's project schedule. At a minimum, the detailed project schedule shall include site locations, activities with durations, activity relationships (logic ties), sub activities, start dates, finish dates, submittal and presentation dates, coordination activities to complete the Scope of Work, and OCTA submittal review periods. After receiving any comments from OCTA on the initial schedule submittal, Consultant shall prepare and submit a final detailed schedule to OCTA within seven (7) calendar days. Consultant shall prepare and submit schedule updates each month to track actual overall progress.

Deliverables: Submit an electronic file in PDF format of each of the following documents:

- Meeting agenda and meeting minutes for each project meeting.
- Monthly progress report.
- Detailed project schedule.
- Monthly project schedule updates.

### 3.2. Task 2 - Implement and Maintain Quality Assurance/Quality Control (QA/QC)

Consultant shall implement and maintain its firm's QA/QC plan in effect during the performance of the services under this Agreement to ensure that the FCA results and required deliverables are reviewed, checked, proofread, accurate, and complete.

Within seven (7) calendar days of receiving the executed Agreement, Consultant shall submit its firm's QA/QC plan to OCTA for review and acceptance. Consultant shall address OCTA's comments on the QA/QC plan and submit a revised QA/QC plan within seven (7) calendar days from the date of receipt of OCTA's comments.

The QA/QC plan shall include a project organization chart. QA/QC plan and shall clearly identify the name and title of Consultant's QA/QC manager and personnel performing the QA/QC for this project.

Consultant shall certify each deliverable as being prepared and checked in accordance with the Consultant's QA/QC plan and have been found to meet the quality objectives set forth therein. Consultant QA/QC certification shall be in writing on a form furnished by OCTA and shall be signed by Consultant Quality Assurance Manager and Consultant Project Manager. Deliverables received by OCTA without Consultant QA/QC certification will be returned without review by OCTA.

Deliverables:

- Submit an electronic file in PDF format of QA/QC plan.

**3.3. Task 3 – Perform Facility Condition Assessment**

- 3.3.1. Consultant shall perform a physical inspection and assess the conditions of facilities at OCTA properties listed in Exhibit A-1, entitled "Orange County Transportation Authority Properties", as required in this Scope of Work and in conformance with FTA Guidance.

FTA Guidance clarifies that a single facility is defined as one building, for example, an operations and maintenance bus base (a property) with four buildings, and a site, shall be interpreted to be five individual facilities, with the site itself being one facility.

All vehicle lifts shall be inspected by a qualified third-party automotive lift inspector certified by Automotive Lift Institute (ALI) . Consultant shall include the cost for third-party vehicle lift inspections in the contract amount.

- 3.3.2. Within two (2) weeks from execution of the Agreement, Consultant shall prepare and submit to OCTA an FCA work plan approach report. The report shall demonstrate Consultant's understanding of the Scope of Work and FTA Guidance. The report shall be a written narrative of the approaches Consultant will be using to assess OCTA each facility type and Consultant's ability to meet the project objectives and overall schedule. Part of the work plan approach shall include Consultant's review of as-built documents of OCTA facilities, results of previous inspections, data needs, warranty status, and any other known issues.

Work plan shall include, for each property, a table showing all facilities on that property, how each facility is divided into primary and secondary levels.

Work plan approach report shall be reviewed and accepted by OCTA prior to performing FCA work. Consultant shall meet and present its work plan to OCTA.

- 3.3.3. To determine the overall condition of a facility, Consultant shall first assess the

condition of secondary levels, then aggregate the secondary level data to obtain primary level condition ratings, and aggregate primary levels to obtain an overall facility condition rating. At a minimum, primary levels and secondary levels of each facility shall be defined following Exhibit A-3, entitled “Facility Primary and Secondary Levels”.

Consultant shall rate the condition of each facility in conformance with FTA Guidance using FTA’s Transit Economic Requirements Model (TERM) Condition Assessment scale, a five-point scale shown in Table 1 below.

**Table 1 – FTA TERM Condition Assessment Scale**

<b>Rating</b>	<b>Condition</b>	<b>Description</b>
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective, but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life

Consultant shall document their procedures for performing the condition assessment, including the procedures for performing inspections, as assuring/controlling data quality.

Consultant shall also document the description and reason a rating number is assigned to a level.

**3.3.4. Rating Overall Condition of Facility using FTA Weighted Average Condition Approach:**

Consultant shall rate the overall condition for each facility using replacement cost as the method of weighting under the Weighted Average Condition approach in conformance with FTA Guidance. Consultant shall provide a cost estimate for the replacement cost of primary and secondary levels. Consultant shall document the calculation approach and rationale of the overall facility condition rating in terms of replacement costs.

Cost estimates shall be accurate and must be calculated based on public work type contracting. Labor rates shall be based on the higher of California Department of Industrial Relations prevailing wage labor rates for public work projects located in Southern California and Orange County, or the U.S. Department of Labor Prevailing Wage Rates. Calculations for cost estimates shall be submitted to OCTA as back-up information. Consultant shall account for in the cost estimates

as 10% for design and 10% for general conditions.

**3.3.5. Categorizing Overall Condition of Facility in Terms of Criticality:**

Consultant shall categorize each facility's rating levels in terms of criticality using the following criteria:

- (a) Life Safety, Accessibility, and Legal Compliance: Hazardous life safety, building, or site conditions that jeopardize people, programs, and equipment; unless corrected will cause suspension of facility use. Repairs, renovations, and improvements required for immediate compliance with local, state, or federal regulations.
- (b) Damage or Deterioration to Facilities: Repairs, renovations, and improvements to facilities that, unless corrected, will lead to a loss of a facility or major service interruption.
- (c) Time/Cost Related Measures: Repairs, renovations and improvements required to prevent serious facility deterioration and significantly higher costs if not immediately corrected.
- (d) Delayed Deferred Maintenance: Repairs and renovations that can be postponed.

Consultant shall document the calculation approach and rationale of the overall facility condition rating in terms of criticality.

**3.3.6. Analyzing and Prioritizing Requirements:**

Using the information generated from above, Consultant shall analyze, prioritize, and recommend capital maintenance required for each OCTA's facility by specific project (roof replacement, equipment repair/replacement, etc.). Upon completion of prioritization, Consultant shall:

- a. For each facility, Consultant shall prepare written reports which document and summarize the detailed observations, findings, and results of Consultant's assessment of the facility. Reports shall also include Consultant's analysis and recommendations. The reports shall include an appendix of all photos of the primary levels or secondary levels Consultant assesses.

Submit one separate report for each facility. Combining two or more facilities in a report is not allowed. Electronic file of each report shall be named as format below:

"FCA OCTA {Short property name} {Facility name} {Report Date YYYY-MM-DD}"

For example, the report for Anaheim Bus Base Operations Building shall have filename: "FCA ANA Ops\_2022-04-30"

- b. Consultant shall prepare an executive summary report to summarize facility assessment for all OCTA's properties. The report shall be in both narrative and tabular formats and shall include:



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- 1) Comprehensive tables developed in Microsoft Excel, one table for each OCTA's property. Refer to Exhibit A-4 – "Facility Condition Assessment Rating Calculation Worksheet" as an example of minimum data/results required. The excel worksheet will be made available to the selected Consultant as reference only and Consultant shall prepare the comprehensive excel worksheets based on the format on this worksheet. Consultant's excel tables shall list all facilities, primary and secondary levels, conditions in terms of Criticality, and show all calculations with formula built-in to determine the rating scales of each facility.
- 2) A summary table showing all OCTA's facilities with their calculated rating scale numbers. Refer to Exhibit A-5 – "Summary of OCTA Facilities Ratings" as an example of minimum data/results required.
- 3) A stand-alone table clearly identifying any primary level and secondary level elements that are rated at rating scale of 3 or under.
- 4) Consultant shall include in the report the performance measures calculations as required in FTA Guidance Section 4.0 – Calculate Performance Measures for each of overarching facility groups:
  - Group 1: Administration and maintenance facilities (bus bases)
  - Group 2: Passenger and parking facilities (transportation centers, park-and-ride)
- 5) A report section with an immediate repair/replacement plan and recommendations for primary level and secondary level that are rated at rating scale of under 3 and in term of Criticality. The repair/replacement plan shall include cost estimates which are fiscally unconstrained. Cost estimate for repair/replacement shall be based on 2022-dollar value and comply with requirements in section 3.3.4 herein above.
- 6) A report section identifying facility primary level and secondary level elements that need to be repaired, replaced, improved, or upgraded each year over a 20-year term to maintain an overall facility condition index at a minimum of 3 under FTA's TERM Condition Assessment Scale. This report section shall include Excel data tables showing all elements to be repaired, replaced, improved, or updated, along with cost estimates which are fiscally unconstrained. This cost estimate shall be based on 2022-dollar value and comply with requirements in section 3.3.4 herein above. Consultant shall document the analytical process used for this report. Refer to Exhibit A-6 – "20-Year Term Expenditure Reserve Report" as an example of summary of expenditure.

Consultant shall also include another table showing the data above but the cost/expenditure for each of 20 years is escalated.
- 7) Consultant's analysis and recommendations to OCTA Transit Management Team in response to the requirements in this Scope of Work.

- c. Based on the results from Consultant's FCA, Consultant shall provide update inputs to FTA form A-15. See Exhibit A-7 – "FTA Form A-15 – 2018 Data" as a reference. Consultant shall check with FTA to confirm if there is any update on this form by FTA.

3.3.7. Consultant's FCA Deliverables:

a. Deliverable Requirements:

- 1) All reports shall be developed using Microsoft Word in letter size (8.5 x11). Each report shall be signed and dated by Consultant's Project Manager to certify that the reports has been reviewed and approved by Consultant Project Manager.
- 2) Consultant shall include in each submittal package a signed statement to certify that the FCA for OCTA facilities have been performed in accordance with the FTA Guidance, Contract Agreement, and current industry standard practices.
- 3) All data and calculations shall be developed using Microsoft Excel with formulas built-in the spreadsheets. Data exported from other software to Excel without calculation formulas will not be accepted.
- 4) All back-up information shall be in letter size (8.5x11) and/or half size (11x17).
- 5) One (1) set of hard copies of each submittal package shall be submitted to OCTA. Hard copies shall be in a form of spiral or comb-bound notebooks.
- 6) Electronic submittals shall be in PDF format. All native files of reports, calculation, data, and back-up information shall be submitted in each submittal package.
- 7) For each submittal package, electronic submittals including PDFs and native files, shall be transmitted via emails, and shared with OCTA using Microsoft Office 365 OneDrive. CONSULTANT shall allow at least two (2) weeks for each OCTA submittal review. CONSULTANT shall address all comments, revise the deliverables, and resubmit to OCTA for verification, not more than two (2) weeks upon receipt of the review comments, unless otherwise requested by PROJECT MANAGER.
- 8) Consultant shall allow OCTA a minimum of two (2) weeks to review and comment on each submittal package. Consultant shall address OCTA's comments and resubmit the corrected submittal package for OCTA's acceptance within one (1) week upon receipt of OCTA's comments.
- 9) Consultant can start preparing the final submittal package upon receipt of OCTA's written acceptance on the draft submittal package.

b. Consultant's Presentations:

Consultant shall conduct presentations using Microsoft PowerPoint to present to OCTA Transit Management team the results of the FCA including the

findings and the recommendations as presented in the FCA reports, one presentation after draft submittal and one presentation after final submittal.

c. Deliverables:

- 1) Work Plan Approach Report – Draft and Final
- 2) Facility Condition Assessment Reports (one for each facility) – Draft and Final
- 3) Executive Summary Facility Condition Assessment Report – Draft and Final
- 4) PDF and native files of Consultant's presentations.

#### **SECTION 4 – OCTA RESPONSIBILITIES**

Within one (1) week of execution of the Agreement, OCTA shall provide all as-built drawings and other available information of OCTA facilities to Consultant. OCTA will coordinate and assist Consultant to access to OCTA facilities.

OCTA will review Consultant's preliminary and final schedule and respond within seven (7) calendar days of each scheduled submittal.

OCTA will host all meetings with Consultant including Consultant's presentations either in person at OCTA administrative offices located in Orange, California or via Microsoft Teams platform.

END OF SCOPE OF WORK

**EXHIBIT A-1  
ORANGE COUNTY TRANSPORTATION AUTHORITY  
PROPERTIES**

## EXHIBIT A-1

### ORANGE COUNTY TRANSPORTATION AUTHORITY PROPERTIES

#### GENERAL

This exhibit A-1 comprises descriptions of overarching facility groups - maintenance and administrative facilities (maintenance and operations facilities, so-called bus bases), and passenger and parking facilities (transportation centers and park-and-rides) for which OCTA owns and/or has capital responsibilities.

See Exhibit A-5 for a list of OCTA facilities.

#### **Group 1: Maintenance and Administrative Facilities (Maintenance and Operations Facilities – Bus Bases)**

##### **ANAHEIM MAINTENANCE & OPERATION BASE**

Address: 1717 E. Via Burton, Anaheim, CA 92806

Land: 10.5 Acres

Constructed: 1983

Parking: Parking for 240 buses on a concrete surface and 250 automobiles in an 82,000 square foot two story parking structure.

Maintenance Buildings: Two Story, 47,000 square foot masonry building, including equipment related to bus maintenance. The facility is capable of maintaining 240 buses, with bus repair bays, machine shop, tire shop, body shop, paint spray booth, hydraulic hoists, overhead consumable services with underground storage tanks, heating and exhaust systems, methane detection system, storage areas, offices, mechanics lounge, rest rooms, and specialty repair shops.

Operations Building: A split level 11,600 square foot masonry operations building with areas for dispatching drivers, storage, administrative office space, driver lounge driver locker room, and rest rooms.

Fuel and Service Building: A one story, 3,500 square foot masonry building including fuel dispensing equipment, revenue collection equipment, consumable recording equipment and bus interior cleaning equipment. The building is equipped with mechanical ventilation, methane detection system, and liquefied natural gas (LNG) cryogenic dispensing equipment. There were two (2) 25,000 gallon each underground LNG storage tanks located on the east side of the fueling building. OCTA discontinued LNG bus services and removed the LNG tanks and all other related appurtenances in 2018. There is 2000-gallon aboveground tank adjacent to the building at the northwest corner.

**Brake Check Building:** A one story, 3,500 square foot masonry building with pits used for checking the undercarriage / brakes of buses.

**Bus Major Cleaning Station:** A 5,400 square foot structure connecting the Brake Pit and Bus Wash used for detail cleaning of bus interiors. The building is equipped with a vacuum system, pressure washer, and hose reels.

**Bus Wash/Steam Cleaning Building:** A one story, 4,600 square foot bus wash and steam cleaning station with two bus washers, hoist, pressure washer, equipment room, water reclamation system, and reverse osmosis final rinse water system.

**Compressed Natural Gas (CNG) Facility:** An equipment compound area houses a natural gas dryer, three natural gas compressors, CNG storage (40,000 SCF total), CNG dispensing, electrical equipment, back up electrical generators, and a methane gas detection system. The CNG facility has three indoor fast-fill transit dispensers with outdoor CNG compression and storage.

## **GARDEN GROVE MAINTENANCE & OPERATION BASE**

**Addresses:** 11800 Woodbury Road, Garden Grove, CA 92843

11790 Cardinal Circle, Garden Grove, CA 92843

**Land:** 13.6 Acres

**Constructed:** 1977

**Parking:** 250 buses on concrete surface and 446 automobiles on paved surface.

**Maintenance Buildings:** A two story, 39,193 square foot building including equipment related to bus maintenance. The facility is capable of maintaining 250 buses, with bus repair bays, tire shop, body shop, paint spray booth, hydraulic hoists, overhead consumable services with underground storage tanks, heating and exhaust systems, methane detection system, storage areas, offices, mechanics lounge, rest rooms, and specialty repair shops.

**Operations Building:** A one story, 9,300 square foot building with areas for dispatching drivers, storage, administrative office space, driver lounge Driver locker room, and rest rooms. Interior / exterior renovations completed in 2005.

**Tire Shop:** A one story, 3,100 square foot building used for tire repair with single post hoist and storage.

**Fuel and Service Building:** A one story, 3,450 square foot masonry building including fuel dispensing equipment, revenue collection equipment, consumable recording equipment and bus interior cleaning equipment. The building is equipped with mechanical ventilation system, methane detection system, a hydrogen detection system and liquefied natural gas (LNG) cryogenic dispensing equipment. There were two (2) 25,000 gallon each underground LNG storage tanks located adjacent to the fueling building. OCTA discontinued LNG bus services and removed the LNG tanks and all other related appurtenances in 2018. A 5,000 gallon aboveground tank is located on the south side of the fueling building.

**Brake Check Building:** A one story, 2,550 square foot masonry building with pits used for checking the undercarriage / brakes of buses.

**Vehicle Inspection System, (VIS) Canopy:** A 985 square foot canopy structure adjacent the Brake Check building, constructed in 2017. This is a steel structure with a metal panel wall on the south side only. It covers the VIS equipment.

**Bus Major Cleaning Station:** A 3,500 square foot canopy structure connecting the Brake Pit and Bus Wash used for detail cleaning of bus interiors. The building is equipped with a vacuum system, pressure washer, and hose reels.

**Bus Wash/Steam Cleaning Building:** A one story, 4,800 square foot bus wash and steam cleaning station with two bus washers, hoist, pressure washer, equipment room, water reclamation system, and reverse osmosis final rinse water system.

**Facilities Maintenance Shop:** A one story, 1,300 square foot masonry building which houses the necessary tools, equipment and personnel to perform preventive and corrective maintenance to the Garden Grove Base facilities.

**Compressed Natural Gas (CNG) Facility:** An equipment compound area houses a natural gas dryer, three natural gas compressors, CNG storage (40,000 SCF total), CNG dispensing, electrical equipment, back up electrical generators, and a methane gas detection system. The CNG facility has an indoor fast-fill transit dispenser with outdoor CNG compression and storage.

## **GARDEN GROVE ANNEX**

**Address:** 11800 Woodbury Road, Garden Grove, CA 92843

**Constructed** 1987, Interior Renovation in 1997.

A 20,000 square foot two-story steel frame building consisting of office and administrative areas for Operations Training, Centurial Communications, Transit Police Services Revenue Processing, and Field Operations. This building is located on, but is not considered a part of the Garden Grove Maintenance and Operations Base.

## **IRVINE CONSTRUCTION CIRCLE MAINTENANCE & OPERATION BASE**

**Address:** 16281 Construction Circle West, Irvine, CA 92606

**Land:** 9.1 Acres

**Constructed:** 2000

**Parking:** 274 Small Access buses and 285 automobiles on asphalt surface.

**Maintenance:** A Two Story 16,350 square foot tilt-up concrete building including equipment related to bus maintenance. Capable of maintaining 225 small busses with bus repair bays, tire shop, hydraulic hoists, overhead consumable services with underground storage tanks, steam cleaning station, exhaust systems, storage areas, offices, brake check pit, steam cleaning facility, and rest rooms.

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Operations Building: A One-story 15,000 square foot operations tilt-up concrete building with areas for dispatching drivers, storage, administrative office space, drivers lounge, and rest rooms.

Fuel and Service Building: A one story, 4,200 square foot steel framed building including fuel dispensing equipment, consumable recording equipment, 6,000 gallons of diesel fuel, 20,000 gallons of unleaded gasoline, motor oils, automatic transmission fluid, and restrooms.

Bus Wash: A one story, 1,500 square foot metal framed bus wash station with one bus washer and water reclamation system.

**IRVINE SAND CANYON MAINTENANCE & OPERATION BASE**

Address: 14736 Sand Canyon Road, Irvine, CA 92618

Land: 13.2 Acres

Constructed: Phase I completed: 1976

Phase II completed: 1981

Parking: 220 Buses on concrete surface and 340 automobiles on paved surface.

Maintenance Buildings: A Two Story 45,600 square foot steel frame and masonry building including equipment related to bus maintenance. Capable of maintaining 220 busses with bus repair bays, machine shops, tire shop, body shop, paint spray booth, hydraulic hoists, overhead consumable services with underground storage tanks, steam cleaning station heating and exhaust systems, storage areas, offices, mechanics lounge, rest rooms, and specialty repair shops.

Operations Building: A one story 8,200 square foot operations building with areas for dispatching drivers, storage, administrative office space, drivers lounge, restrooms and driver locker room.

Fuel and Service Building: A one story, 3,150 square foot steel framed building including fuel dispensing equipment, revenue collection equipment, consumable recording equipment and bus interior cleaning equipment. This building is equipped with a mechanical ventilation system.

There are two (2) 25,000 gallon each of compressed natural gas CNG tanks (cryogenic), 2,000 gallon aboveground tank installed on the east side of the area between fueling building and brake check building, and 25 gallon day tank.

In addition, a 350 square foot masonry building provided electrical and mechanical equipment to support the Fuel Building.

Brake Check Building: A one story, 3,600 square foot metal framed building with pits used for checking the undercarriage / brakes of buses.



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**EXHIBIT A-1**

Bus Major Cleaning Station: A 5,000 square foot structure connecting the Brake Pit and Bus Wash used for detail cleaning of bus interiors. The building is equipped with a vacuum system, pressure washer, and hose reels.

Bus Wash/Steam Cleaning Building: A one story, 3,600 square foot metal framed bus wash station with two bus washers, equipment room, water reclamation system, and reverse osmosis final rinse water system.

Parts Storage Building: One story 2,500 square foot metal framed parts storage building.

Compressed Natural Gas (CNG) Facility: An equipment compound area houses a natural gas dryer, four natural gas compressors, CNG storage vessels, CNG dispensing, electrical equipment, and a back-up electrical generator.

### **SANTA ANA MAINTENANCE & OPERATION BASE**

Address: 4301 W. MacArthur Blvd., Santa Ana, CA 92704

Land: 20.0 Acres

Constructed: 2005

Parking: 295 Buses on concrete surface and 415 automobiles on paved surface.

Maintenance Buildings: A Two Story 96,450 square foot steel frame and masonry building including equipment related to bus maintenance and component rebuild. Capable of maintaining 250 busses with bus repair bays, automobile repair bays, brake shop, machine shops, body shop, paint spray booth, hydraulic hoists, overhead consumable services with underground storage tanks, steam cleaning station, HVAC and exhaust systems, parts storage areas, electronics shop, offices, mechanics lounge, rest rooms, and training facilities.

Operations Building: A One-story 11,900 square foot operations building with areas for dispatching drivers, storage, administrative office space, drivers lounge, rest rooms and driver locker room.

Fuel/Brake/Tire Repair Building: A one story, 18,600 square foot combination fuel and vacuum / brake check building / tire steel frame, masonry building, including fuel dispensing equipment, revenue collection equipment, consumable recording equipment and bus interior cleaning equipment, brake inspection pits, tire replacement and storage facilities, nighttime supervisors' office, and restrooms. The building is equipped with underground storage tanks and dispensing equipment for diesel fuel 90,000 gal., unleaded gasoline, 10,000 gal., motor oils, automatic transmission fluid, and mechanical ventilation; pits used for checking the undercarriage / brakes on buses; and tire repair shop with bus hoist.

Bus Major Cleaning Station: A 6,100 square foot metal framed/ masonry building. The building is equipped with a vacuum system, pressure washer, hose reels, and storage.

Bus Wash/Brake Dyno Building: A one story, 8,400 square foot metal framed/ masonry building with two bus washers, equipment room, water reclamation system, reverse osmosis final rinse water system, and brake dynamometer.

Bus Wash Canopy: A approximately 4,900 square foot canopy structure between Bus Wash/Brake Dyno Building and Fuel/Brake/Tire Repair Building.

Storage Building: 2,750 square foot storage building for storage of gas cylinders, hazardous material storage, general storage, and covered trash area.

Lot Monitoring Building: A 50 square foot pre-fabricated building with HVAC system.

Compressed Natural Gas (CNG) Facility: An equipment compound area houses a natural gas dryer, four natural gas compressors, CNG storage (40,000 SCF total), CNG dispensing, electrical equipment, back up electrical generators, and a methane gas detection system. The CNG facility has indoor fast-fill transit dispenser with outdoor CNG compression and storage.

Hydrogen Fueling Station: An approximately 3,500 square foot equipment compound area built in 2020, housing a 18,000-gallon liquid hydrogen tank, compressors, vaporizers, high pressure holding tanks, manifolds, and other appurtenances in a fenced area. This station also includes an equipment area surrounded by CMU walls and a de-fueling equipment adjacent to this area.

## **Group 2: Passenger and Parking Facilities (Transportation Centers and Park-and-Ride Facilities)**

### **FULLERTON TRANSPORTATION CENTER**

Address: 123 South Pomona, Fullerton, CA 92833.

Land: .52 Acres

Constructed: 1983

Parking: None (OCTA Controlled)

The Fullerton Transportation Center is comprised of two-covered passenger waiting area, four bus berths, benches, bus information and landscaping. There are no restrooms at the center.

### **GOLDEN WEST TRANSPORTATION CENTER**

Address: 7301 Central, Huntington Beach, CA 92803

Land: 2.7 Acres

Constructed: 1994

Parking: 124 automobiles

Completed in June 1994 the Golden West Transportation Center is the newest OCTA Transportation Center. It consisted of six glass enclosed passenger-waiting areas with seating, ten bus berths, public and drivers rest rooms, and mature landscaping. This facility serves as the western most transfer point in the OCTA bus system.

### **GOLDEN WEST TRANSPORTATION CENTER – ADDITIONAL PARKING LOT**

Address: 7401 Central, Huntington Beach, CA 92803

Land: 1.8 Acres

Constructed: 2016

Parking: 208 automobiles

Completed in 2016 the Golden West Transportation Center Additional Parking lot consisted of asphalt concrete paving, striping, 1,275 feet of wrought iron fencing, lighting, underground vault for storm water storage, pumps, bike shelter, landscaping and irrigation. This facility serves as an additional parking lot for carpool users at Golden West Transportation Center of OCTA.

### **LAGUNA BEACH TRANSPORTATION CENTER**

Address: 375 Broadway, Laguna Beach, CA 92651

Land: .44 Acres

Parking: None

The center is an expansion of an old bus depot, which was built in 1958. Construction consisted of an expansion of bus capacity from two to four, adding shade shelters, benches, bicycle racks, exterior lighting, landscaping, and an automatic irrigation system. A bridge structure spanning the 15-foot wide concrete lined flood control channel was added to permit bus and passenger access from Ocean Blvd. to Broadway Street. The restrooms located at the center are owned and maintained by the City of Laguna Beach.

### **LAGUNA HILLS TRANSPORTATION CENTER**

Address: 24282 Calle De Los Caballeros, Laguna Hills, CA 92653

Land: 2.3 Acres

Constructed: 1988

The Laguna Hills Transportation Center is comprised of 7-covered bus berths and passenger waiting areas, public rest rooms, benches, bus information and approximately 170 automobile parking spaces. The Center serves as a major transfer point for south county residents using OCTA bus system. The facility was retrofitted with methane detection in 2006 to accommodate the expansion of the natural gas bus fleet.

### **NEWPORT TRANSPORTATION CENTER**

Address: 1550 Avocado, Newport Beach, CA 92660

Land: 2.8 Acres

Constructed: 1991

Parking: 75 automobiles

The Newport Transportation Center is comprised of five covered passenger waiting areas, eight bus berths and passenger waiting areas, public restrooms, a drivers' restroom, benches, and bus information and parking for 75 automobiles.

### **FULLERTON PARK-AND-RIDE**

Address: 3000 West Orangethorpe Ave. Fullerton, CA 92833

Land: 11.1 Acres

Constructed: Phase I completed Dec. 1974

Phase II completed Feb. 1981

The Fullerton Park-and-Ride is one of the first facilities owned by the then Orange County Transit District. It was built in two phases. The first phase consisted of land acquisition, the building of two concrete, covered 1,000 square foot bus shelters with four loading docks, waiting areas, rest rooms, and benches. Paving was completed for the parking of 900 automobiles. Sixteen bicycle lockers were installed as well as landscaping and automatic irrigation. Phase 2 consisted of the addition of ten permanent saw tooth bus berths modification to the traffic flow pattern, additional passenger canopies, and modification to lighting, landscaping, and irrigation systems. An additional 25 parking spaces were added through re-striping for compact cars.

### **BREA PARK AND RIDE**

Address: Lambert Road & 57 Freeway, CA

Land: .88 Acres

Constructed: 1989

Parking: 125 automobiles

The Brea Park & Ride was developed in partnership with Caltrans and the City of Brea. It is a Park & Ride facility with no buildings, structures, or other amenities.

**EXHIBIT A-2  
FEDERAL TRANSIT ADMINISTRATION  
TAM FACILITY PERFORMANCE MEASURE REPORTING  
GUIDEBOOK:  
CONDITION ASSESSMENT CALCULATION**

**EXHIBIT A-2**

TAM Facility Performance Measure Reporting Guidebook:

# Condition Assessment Calculation

Federal Transit Administration  
U.S. Department of Transportation  
Version 1.2 March 2018  
Update Appendix B



U.S. Department  
of Transportation

**Federal Transit  
Administration**

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## **1.0 Introduction**

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### **1.1 Background and Purpose**

The Moving Ahead for Progress in the 21st Century Act (MAP–21) (Pub. L. 112–141, July 6, 2012), established new Transit Asset Management (TAM) data-reporting requirements at 49 U.S.C. § 5326. FTA recently promulgated the TAM rule at 49 CFR part 625 to effect this statutory requirement. The objective of this guidebook is to detail the methodology for transit agencies to use in fulfilling several of those requirements.

In accordance with 49 U.S.C. § 5335, agencies are required to calculate and report new data elements to the National Transit Database (NTD). This guidebook focuses on data elements regarding facility conditions and performance measures for administrative and maintenance facilities, as well as for passenger and parking facilities.

New and updated regulations require transit agencies reporting to the NTD to include condition information on assets reported to the database. To satisfy this new requirement, the condition of each facility supporting transit operations, must be reported to the NTD at least once every four years.

The TAM rule established performance measures to be reported to the NTD Asset Inventory Module (AIM) at 49 CFR part 625, Subpart D - Performance Management. This guidebook outlines the calculation of the Facility Condition Assessment for reporting to the NTD. In addition to AIM reporting, the TAM rule requires asset inventory and asset condition assessments at a level of detail sufficient to monitor and predict the performance of assets and to inform investment prioritization in the TAM Plan. Facility condition assessments must be conducted by assessing the condition of and assigning a rating for facility assets using FTA's Transit Economic Requirements Model (TERM) scale. This guidebook provides procedures for compliance with the condition assessment requirement.

Information on facility conditions is intended to supplement other facility-related information entered in the NTD AIM. The NTD AIM will be available for optional reporting in 2017, one year prior to mandatory reporting.

### **1.2 Intended Audience**

This guidebook is intended for any organization receiving funds from FTA that owns, operates, or manages transit capital assets for which it has direct capital responsibility. While this guidebook may be helpful for those who occupy Accountable Executive positions at their agencies, it is specifically directed at those who will conduct or report transit asset condition assessments, and those who will compile the agency's asset inventory.

Agencies that share direct capital responsibility for facility assets should determine how to coordinate condition assessment reporting – FTA does not require each entity to conduct a separate assessment, although each will report the result.



## 1.3 Document Organization

This guidebook is organized into six main sections:

- **Section 1.0** describes the scope of this document and provides a brief policy background, linking this guidance to the requirements of the NTD.
- **Section 1.0** identifies facility types and rating levels.
- **Section 2.0** provides instructions on how to assess the condition of facility.
- **Section 3.0** offers solutions to aggregating condition ratings to determine an overall facility rating.
- **Section 4.0** provides instructions on how to calculate performance measures for each facility asset category.
- **Section 5.0** outlines data requirements and definitions relating to reporting facility condition data.

## 1.4 Legislative Background

The guidance presented here is intended to help agencies fulfill the NTD facility condition data reporting requirements of 49 U.S.C. § 5335. Section 5335 contains several provisions impacting NTD reporting requirements. Of note is a new requirement to report “asset condition information” to the NTD. FTA effected this statutory requirement with the recent promulgation of the TAM rule at 49 CFR part 625. The rule includes definitions for “transit asset management plan”, “state of good repair” (SGR), and establishes performance measures for equipment, rolling stock, infrastructure, and facilities asset categories. These requirements are also included with the Asset Inventory Reporting notice of 49 CFR part 630 that was published in the Federal Register on July 26, 2016 (81 FR 48971).

This guidebook offers a methodology for defining, gathering, calculating and reporting facility condition data to NTD and links these requirements to TAM plan requirements.

## 1.5 Inventory

The NTD AIM stores basic information on assets and infrastructure applied by U.S. transit agencies. A pilot version of the AIM was made available as a Microsoft Excel spreadsheet on the NTD webpage. The data elements shown on the pilot version will be incorporated as part of the online NTD reporting system and will be available for optional reporting in 2017. Inventory data must be reported to the NTD AIM. Specific form numbers, by asset category, will be provided on the NTD website.

The NTD facility asset inventory<sup>1</sup> forms gather required information on administrative, maintenance, passenger, and parking facilities, such as facility name, address, square footage, year built or substantially reconstructed, and the primary mode served by or operated out of the facility. An agency must report all facilities for which it has a full or partial capital responsibility.

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<sup>1</sup> See full instructions from the latest Asset Inventory Reporting Manual (2015), pages 20 and 26.

Further, for each reportable facility, an agency must indicate its percent of responsibility for capital replacement costs, including costs that would be part of the planning, design, and replacement of a facility. The form also specifies facility sub-type based on size and function.

## **1.6 Steps to Conducting & Reporting a Facility Condition Assessment**

Agencies are required to report the overall condition of all facilities for which they have direct or shared capital responsibility using a single numeric value. Assessing facility asset condition is the focus of this guidebook. Each facility can be divided into primary rating levels and secondary rating levels. Information in the following sections of this guidebook will explain approaches to aggregating condition data for reporting.

Before performing any assessments, it is first necessary for agencies to determine exactly what items must be assessed. Agencies should first divide facilities into primary rating levels. Some agencies may determine the primary level rating by inspection and assessing each secondary level.

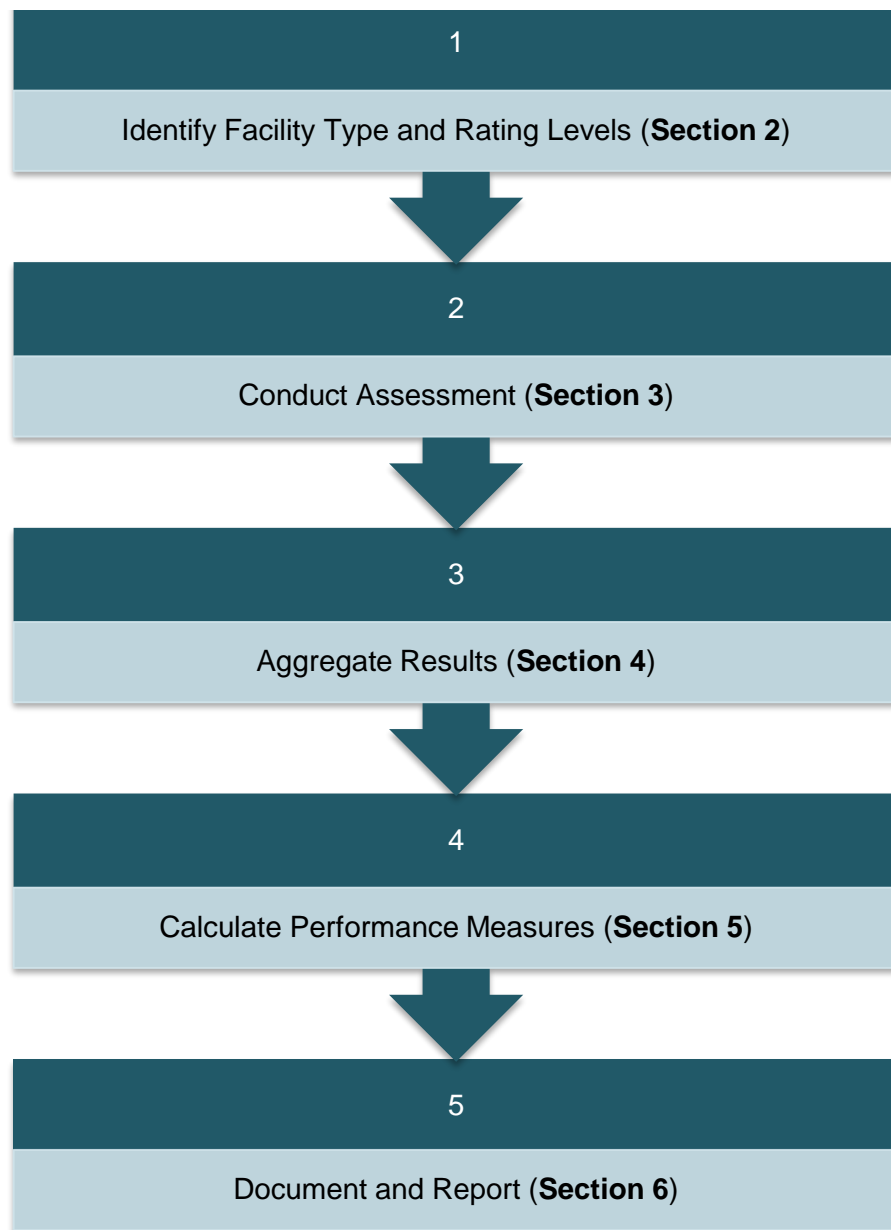
Section 2.1 of this guidebook describes the recommended levels for inclusion in a condition assessment. Next, Section 2.2 describes how to apply the five-point condition scale to each, providing condition state language for each. Once the identification of primary and secondary level to rate and condition state language are defined, the next step is to perform the condition assessment, described further in Section 2.3.

Next, agencies should aggregate the condition ratings of secondary (if any ratings) and then primary level facility ratings to determine the overall condition rating of each facility. Section 3.0 describes how to aggregate the data to determine an overall facility condition rating.

Using the condition rating for each facility, agencies must then calculate a performance measure for their administrative and maintenance facilities and a performance measure for their passenger and parking facilities. Calculating performance measures is reviewed in Section 4.0. Finally, agencies must report asset conditions and asset category performance measures, set targets, and prepare any required supporting documentation. Data requirements and reporting is discussed in Section 5.0.

The figure below illustrates the basic steps to assessing and reporting facility conditions and performance measures.

*Figure 1. Steps to Assessing and Reporting Facility Conditions and Performance Measures*



## **1.0 Identify Facility Types and Rating Levels**

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This section defines the facility data agencies must collect. The NTD Policy Manual offers definitions on the building types agencies must assess, while the NTD AIM details the specific data that must be reported for each facility type.

### **1.1 Facility Types**

Condition assessment data must be gathered on all facilities for which an agency has direct

capital responsibility. A single facility is defined as one building, so a compound with four buildings would be four facilities. The 2017 AIM Manual itemizes all facility types that will be reported to the NTD. Each of these facility types and any other building where transit administrative, maintenance, or operations functions are conducted should be considered an independent facility even when it is adjacent to or on the same property as another building. The definitions for different types of facilities are listed below. These definitions are stated in the NTD Policy Manual and are included in this document for completeness.

The guidebook does not list each possible type of facility but instead provides general descriptions to allow agencies to assess which facility type best fits their facility. Additionally, while the final rule provides a minimum standard for regulation, if an entity elects to inventory and conduct condition assessments on facilities that are beyond the standard, they must follow the same methodology required by regulated facilities.

There are two overarching *groups* of facilities: 1) Administrative and Maintenance; and 2) Passenger and Parking; and four *types* of facilities that fall under them. Transit agencies will submit condition assessments for each facility, which will be aggregated to calculate the facility condition performance measure metric. Agencies must submit one performance measure metric and one target for administrative and maintenance facilities, and one metric and target for passenger and parking facilities.

### 1.1.1 Maintenance and Administrative Facilities

#### **Administrative Facilities**

Administrative facilities are typically offices that house management and supporting activities for overall transit operations such as accounting, finance, engineering, legal, safety, security, customer services, scheduling, and planning. They also include facilities for customer information or ticket sales, but that are not part of any passenger station.

#### **Maintenance Facilities**

Maintenance facilities are those where routine maintenance and repairs or heavy maintenance or unit rebuilds are conducted. Agencies must not report maintenance facilities where third-party vendors perform services, such as a local gasoline service or body shop. Note that characterizing a facility as one maintenance facility type over another will not alter the maintenance and administrative facility performance measure. For extensive list and definitions of maintenance facility types visit the NTD glossary.

### 1.1.2 Passenger and Parking Facilities

#### **Passenger Facilities**

Agencies report passenger station information for fixed route, fixed schedule services (rail modes, bus modes, trolleybus, ferryboat, and aerial tramway). Each agency must report inventory data for all passenger stations the agency uses in public transportation even if the agency does not own the stations.

Passenger stations are significant structures on a separate right-of-way (ROW). For rail modes, passenger facilities typically mean a platform area and any associated access structures or accessory spaces accessible to passengers or by staff who are in support of passenger service. This definition of passenger facilities includes:

- All rail passenger facilities (except for light rail, cable car, and streetcar modes)
- All light rail, cable car, and streetcar passenger facilities that have platforms and serve track that is in a separate ROW (not in mixed-street traffic)
- All motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate ROW that have an enclosed structure (building) for passengers for items such as ticketing, information, restrooms, and concessions
- All transportation, transit or transfer centers, and transit malls if they have an enclosed structure (building) for passengers for items such as ticketing, information, restrooms, concessions, and telephones

As an example, a bus stop on a street or in a median is not a station if the bus stop does not have a separate, enclosed building. Open shelters, canopies, lighting, signage, or ramps for accessibility alone are not enough to establish a passenger station.

### **Parking Facilities**

Parking facilities include park & ride lots as well as parking garages. Note that passenger and parking facilities are often collectively referenced as “passenger facilities.” Parking facilities are those immediately adjacent to passenger facilities.

## **1.2 Condition Assessment Measure – TERM Scale**

The condition measure used in the NTD is the five-point scale used by FTA's TERM. Agencies must use this scale to report the condition of their facility assets. This scale has the following values:

**Table 1. FTA TERM Condition Assessment Scale**

Rating	Condition	Description
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective; but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life

An asset is deemed to be in good repair if it has a rating of 3, 4, or 5 on this scale. Likewise, a facility is deemed to not be in good repair if it has a rating of 1 or 2. This scale as it applies to rating levels is reviewed further in Section 2.0 of this guidebook.

This guidebook provides direction on how to assign a condition rating and calculate performance measures. However, it does not include detailed information on inspections. Agencies may have procedures already in place or develop new procedures to complete inspections.

### 1.3 Facility Assessment Rating Levels

To determine the overall condition of a facility, an agency must inspect and assess the following *at a minimum*:

- A. Substructure
- B. Shell
- C. Interiors
- D. Conveyance (Elevators and Escalators)
- E. Plumbing
- F. HVAC
- G. Fire Protection
- H. Electrical
- I. Site
- J. Equipment (for Administrative and Maintenance Facilities)
- K. Fare Collection (for Passenger and Parking Facilities)

Agencies must also assess equipment for administrative and maintenance facilities, and fare collection for passenger and parking facilities. Section 2.0 of this document describes how to assess the primary level and their secondary levels, and Section 3.0 describes how to aggregate the assessments into an overall facility rating.

## **1.4 Summary**

The following is a summary of the facility condition assessment requirements described above.

### ***Facility Condition Assessment Requirements***

- Transit agencies reporting to the NTD are required to report the overall condition of each administrative, maintenance, passenger, and parking facility that is listed in the NTD AIM and for which the agency has direct capital responsibility.
- Transit agencies must update facility conditions every four years at a minimum.
- The overall condition of a facility is specified using the following scale:

5 – Excellent  
4 – Good  
3 – Adequate  
2 – Marginal  
1 – Poor

A facility is deemed to be in good repair if it has a condition rating of 3, 4, or 5 on this scale, and is deemed to not be in good repair if it has a rating of 1 or 2.

- To establish the overall condition of a facility an agency must first assess the condition of primary levels (potentially starting with secondary levels) then aggregate the primary level data to obtain an overall facility condition rating. Example aggregation approaches are reviewed in Section 4.
- Facility primary rating level types include:
  - Substructure
  - Shell
  - Interiors
  - Conveyance (Elevators and Escalators)
  - Plumbing
  - HVAC
  - Fire Protection
  - Electrical
  - Equipment (Administrative and Maintenance Facilities only)
  - Fare Collection (Passenger Facilities only)
  - Site

It is recommended that agencies document their procedures for performing condition assessments, including procedures for performing inspections, and assuring/controlling data quality. Similar to other aspects of an agency's activities related to NTD reporting, these procedures may be subject to review by FTA.

## **2.0 Condition Assessment Procedures**

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### **2.1 Define Primary and Secondary Facility Ratings**

This section describes the procedures for conducting a facility condition assessment. The

classification is based upon American Society of Testing and Materials (ASTM) documents that provide standards for classification of buildings and related features, but these have been customized in certain respects to address common features of transit facilities.

Table 2 provides a list of rating levels for administrative and maintenance facilities, while Table 3 provides a list for passenger and parking facilities. The primary difference between these facility groups is the inclusion of specialized equipment – maintenance and operations – in administrative and maintenance facilities, and fare collection and passenger amenities in passenger and parking facilities.

***Table 2. Administrative and Maintenance Facilities: Rating Level***

ID#	Primary Level	Secondary Level
<b>A.</b>	<b>Substructure</b>	<ul style="list-style-type: none"> <li>• Foundations: Walls, columns, pilings, etc.</li> <li>• Basement: Materials, insulation, slab, floor underpinnings</li> </ul>
<b>B.</b>	<b>Shell</b>	<ul style="list-style-type: none"> <li>• Superstructure / structural frame: Columns, pillars, walls</li> <li>• Roof: Roof surface, gutters, eaves, skylights, chimney surrounds</li> <li>• Exterior: Windows, doors, and all finishes (paint, masonry)</li> <li>• Shell appurtenances: Balconies, fire escapes, gutters, downspouts</li> </ul>
<b>C.</b>	<b>Interiors</b>	<ul style="list-style-type: none"> <li>• Partitions: Walls, interior doors, fittings and signage</li> <li>• Stairs: Interior stairs and landings</li> <li>• Finishes: Materials used on walls, floors, and ceilings</li> </ul> <p>Covers all interior spaces, regardless of use.</p>
<b>D.</b>	<b>Conveyance</b>	<ul style="list-style-type: none"> <li>• Elevators</li> <li>• Escalators</li> <li>• Lifts: Any other such fixed apparatuses for the movement of goods or people</li> </ul>
<b>E.</b>	<b>Plumbing</b>	<ul style="list-style-type: none"> <li>• Fixtures</li> <li>• Water distribution</li> <li>• Sanitary waste</li> <li>• Rain water drainage</li> </ul>
<b>F.</b>	<b>HVAC</b> (Heating, ventilation, and air conditioning)	<ul style="list-style-type: none"> <li>• Energy supply</li> <li>• Heat generation and distribution systems</li> <li>• Cooling generation and distribution systems</li> <li>• Testing, balancing, controls and instrumentation</li> <li>• Chimneys and vents</li> </ul>
<b>G.</b>	<b>Fire Protection</b>	<ul style="list-style-type: none"> <li>• Sprinklers</li> <li>• Standpipes</li> <li>• Hydrants and other fire protection specialties</li> </ul>



ID#	Primary Level	Secondary Level
<b>H.</b>	<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Electrical service &amp; distribution</li> <li>• Lighting &amp; branch wiring (interior and exterior)</li> <li>• Communications &amp; security</li> <li>• Other electrical system-related pieces such as lightning protection, generators, and emergency lighting</li> </ul>
<b>I.</b>	<b>Equipment*</b>	<ul style="list-style-type: none"> <li>• Equipment related to the function of the facility, including maintenance or vehicle service equipment – does not include supplies</li> </ul>
<b>J.</b>	<b>Site</b>	<ul style="list-style-type: none"> <li>• Roadways/driveways and associated signage, markings, and equipment</li> <li>• Parking lots and associated signage, markings, and equipment</li> <li>• Pedestrian areas and associated signage, markings, and equipment</li> <li>• Site development such as fences, walls, and miscellaneous structures</li> <li>• Landscaping and irrigation</li> <li>• Site utilities</li> </ul>

\* Agencies may choose to include equipment assets as an administrative and maintenance facilities asset or inventory the equipment in their TAM Plan in the Equipment asset category. Equipment valued between \$10,000 and \$50,000 may be rated in a facility. If equipment is valued at \$50,000 or more, or is a piece of equipment you would inventory separately in your TAM Plan, it may not be rated in a facility.

**Table 3. Passenger and Parking Facilities: Rating Levels**

ID#	Primary Level	Secondary Level
<b>A.</b>	<b>Substructure</b>	<ul style="list-style-type: none"> <li>• Foundations: Walls, columns, pilings, etc.</li> <li>• Basement: Materials, insulation, slab, floor underpinnings</li> </ul>
<b>B.</b>	<b>Shell</b>	<ul style="list-style-type: none"> <li>• Superstructure / structural frame: Columns, pillars, walls</li> <li>• Roof: Roof surface, gutters, eaves, skylights, chimney surrounds</li> <li>• Exterior: Windows, doors, and all finishes (paint, masonry)</li> <li>• Shell appurtenances: Balconies, fire escapes, gutters, downspouts</li> </ul>
<b>C.</b>	<b>Interiors</b>	<ul style="list-style-type: none"> <li>• Passenger areas: Platform and access tunnels / passageways</li> <li>• Partitions: Walls, interior doors, fittings and signage</li> <li>• Stairs: Interior stairs and landings</li> <li>• Finishes: Materials used on walls, floors, and ceilings</li> </ul>

ID#	Primary Level	Secondary Level
		Covers all interior spaces, regardless of use.
<b>D.</b>	<b>Conveyance</b>	<ul style="list-style-type: none"> <li>• Elevators</li> <li>• Escalators</li> <li>• Lifts: Any other such fixed apparatuses for the movement of goods or people</li> </ul>
<b>E.</b>	<b>Plumbing</b>	<ul style="list-style-type: none"> <li>• Fixtures</li> <li>• Water distribution</li> <li>• Sanitary waste</li> <li>• Rain water drainage</li> </ul>
<b>F.</b>	<b>HVAC</b> (Heating, ventilation, and air conditioning)	<ul style="list-style-type: none"> <li>• Energy supply</li> <li>• Heat generation and distribution systems</li> <li>• Cooling generation and distribution systems</li> <li>• Testing, balancing, controls, and instrumentation</li> <li>• Chimneys and vents</li> </ul>
<b>G.</b>	<b>Fire Protection</b>	<ul style="list-style-type: none"> <li>• Sprinklers</li> <li>• Standpipes</li> <li>• Hydrants and other fire protection specialties</li> </ul>
<b>H.</b>	<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Electrical service &amp; distribution</li> <li>• Lighting &amp; branch wiring (interior and exterior)</li> <li>• Communications &amp; security</li> <li>• Other electrical system-related pieces such as lightning protection, generators, and emergency lighting</li> </ul>
<b>I.</b>	<b>Fare Collection Equipment</b>	<ul style="list-style-type: none"> <li>• Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement</li> </ul>
<b>J.</b>	<b>Site</b>	<ul style="list-style-type: none"> <li>• Roadways/driveways and associated signage, markings, and equipment</li> <li>• Parking lots and associated signage, markings, and equipment</li> <li>• Pedestrian areas and associated signage, markings, and equipment</li> <li>• Site development such as fences, walls, and miscellaneous structures</li> <li>• Landscaping and irrigation</li> <li>• Site utilities</li> </ul>

**Example 1: Classification of Facility Rating Levels**

**Question:** How are the following items classified using the proposed facility rating levels?

- Staircases
- Sprinkler systems
- Maintenance elevator and bays
- Track within a station
- Switch gears used to power a subway system

**Answer:**

- Staircases are classified as part of the Interior, but any fire escapes on the outside of a building are classified as part of the Shell.
- Sprinkler systems are classified as part of Fire Protection. Other fixtures not associated with fire protection are part of Plumbing.
- Maintenance elevators are included in Conveyance. Bays and other major pieces of equipment are part of Equipment.
- The track within a station is not inspected as part of the facility, but is instead part of the guideway.
- Switch gears and other assets associated directly with the movement of vehicles are not inspected as part of the facility and are instead classified as part of the guideway.

## 2.2 Condition Assessment Guidelines and Rating Descriptions

This section provides descriptions of conditions corresponding to each TERM scale condition rating for each level. Use these descriptions as a guide to assign a score to the individual levels. Individual agencies may find it necessary to tailor the condition descriptions provided here; this may include customizations to address specialized assets or conditions, incorporating existing practices and data, and/or leveraging more detailed data the agency collects.

### 2.2.1 Condition Assessment Rating Scale

Table 4 details the condition rating scale established in FTA's TERM. This table was also provided in Section 1.0. Subsequent tables detail how this general scale must be applied. Note the scale is categorical, and thus only integer values on the scale are defined. To rate primary or secondary levels which are partially in one condition and partially in another, it is recommended that an inspector record the secondary level condition ratings, and then aggregate the ratings later to determine the primary level rating. Aggregation approaches are explained further in Section 3.0. The following sections detail how to apply the overall rating definitions to the recommended set of rating levels.

**Table 4. FTA TERM Condition Assessment Scale**

Rating	Condition	Description
5	Excellent	No visible defects, new or near new condition, may still be under


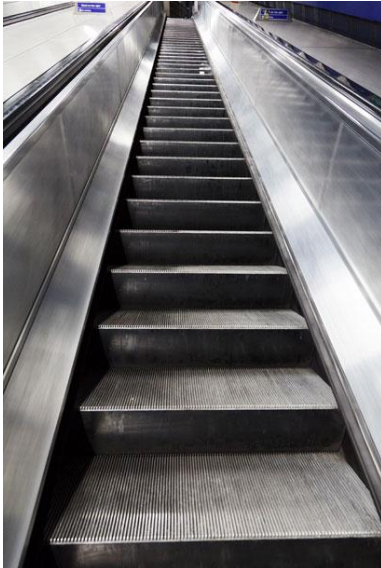
		warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective ; but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life

Condition rating descriptions are provided in detail in Appendix B: Condition Rating Descriptions . An example of the application of the rating scale is provided in Table 5 below. Note that the photos in the below example do not necessarily correspond to the TERM rating they appear beside.

**Table 5. Example Condition Rating Descriptions**

*Note: Tables for each rating level are included in Appendix B: Condition Rating Descriptions .*

D. Conveyance	TERM Rating	Description
<ul style="list-style-type: none"> <li>Elevators</li> <li>Escalators</li> <li>Lifts: Any other such fixed apparatuses for the movement of goods or people.</li> </ul>	5: Excellent	New construction, no visible defects or damage.
	4: Good	Minor improvement needed; only shows superficial damage or defect with no functional impact. Issues are addressed via routine maintenance.
	3: Adequate	Repairs are needed; signs of corrosion and damage. They are cosmetically “fair”, but functioning as intended under maintenance schedule.

D. Conveyance	TERM Rating	Description
	2: Marginal	Need replacement or extensive repair. More substantial part replacement and/or repair is frequent. There currently does not appear to be any safety issue. Maintenance schedule is interrupted by more frequent breakdowns.
	1: Poor	Critical defects are affecting function. They are in visibly poor condition and must be replaced rather than repaired. They have exceeded their useful life and warrant structural review. Maintenance schedule is reactive rather than proactive due to frequent malfunction.

#### Example 2: Condition Assessment Rating Scale

**Question:** An inspection is performed on a relatively new facility. All facility rating levels are functioning well. There are no functional defects or repairs needed, but in some cases there is superficial damage such as scratches or dents. How should these be rated?

**Answer:** Those still in new condition would be rated “5: Excellent.” Those with no more than superficial defects would be rated as “4: Good.”

## 2.3 Condition Assessment Procedures

This section describes how to assess the condition of a facility based on inspections

recommended in Section 2.1 using the condition assessment language described in Section 2.2.

The condition assessment is primarily intended to assess the overall physical condition of the facility to support capital investment decisions. However, inspectors must also note and report any defects that may constitute a safety concern or potential service delay as these types of defects may require immediate attention. Primary level ratings with a portion or all of their secondary levels assigned a rating of 1 may have issues warranting a structural or detailed review. Within this guidebook, the terms “structural review” and “detailed review” are defined as review by a person qualified, as determined by the agency, to evaluate the field observed conditions and make a determination of the impacts of the conditions on the performance of the asset. Such reviews may include examination of the field inspection results, as well as any notes or photos from the inspection, review of as-built plans, and/or supplemental analysis as deemed appropriate to evaluate the performance. Agencies may establish additional guidance to aid the inspector in determining field circumstances where structural or other detailed review is warranted, taking into consideration the education, training and experience of their inspection staff.

Prior to a facility condition assessment, it is recommended that the inspector gather and review the results of any previous inspections as well as the following:

- **Agency procedures:** Review inspection and maintenance procedures, how they have been followed or updated in the past.
- **Inspection schedule:** Understand how the inspection schedule aligns with the reporting schedule discussed in the first part of this guidebook.
- **Data needs:** Review applicable fields in the AIM and review these during the inspection process where applicable.
- **Warranty status** and any additional information on the age of the facility and building materials; this may be helpful in understanding useful life and obsolescence.
- **Any other known issues**, such as whether the asset has been built to current standards. Inspectors are required to have on hand the results of previous inspections and records of past defects found and/or corrected.

***Example 3: Condition Assessment Procedures***

**Question:** What actions must occur if an inspector rates a primary or secondary level condition as “1: Poor”?

**Answer:** A suitably qualified individual must review the inspection results and other associated information for any level rated “1: Poor” using procedures established by the agency.

This information provides useful background to the survey of the facility’s condition, revealing if work has recently taken place, recently been identified, or if needs have already been met, identified, or deferred. These documents may also reveal areas that require more careful review during the inspection process.

### 2.3.1 Secondary level Condition Assessments

During the on-site assessment, the inspector will observe the primary and secondary level conditions identified in Section 2.1. These are expected to be readily visible and accessible, with information on less easily accessible features like internal systems and wiring gained via documentation and interview. This means that entering limited access areas such as crawl spaces, utility pits, and sloped roofs is not necessary and that their condition can be observed from a point of access.

The inspector will assess each using the FTA TERM condition rating scale. For example, using Table 6 below, when inspecting plumbing, condition ratings should be recorded for water distribution pipes and fixtures; sanitary waste; and rainwater drainage. It is up to the agency to determine how to combine these into a single rating for the ID # E. Plumbing. Generally speaking, area or percentages of area (i.e., building area in square footage) or number of units, can be used to measure secondary level quantities. This approach may be helpful for facilities that were built in phases causing different portions of the ID # A. Substructure or others to have different conditions. For ID # J. Site, agencies should omit the portion of the site occupied by buildings when calculating the percentage of site area in each condition rating.

Agencies may choose how to weight their secondary levels, when aggregating to the primary level rating. It is expected that agencies will develop and document a methodology for aggregating ratings for a given facility.

**Example 4: Rating Primary Level**

**Question:** Major pieces of equipment in a maintenance facility include a bus washer valued at \$1 million, a paint booth valued at \$1.5 million, and three lifts, each valued at \$0.5 million. All of these are in good condition, except one lift that appears damaged and requires review. How should the Equipment be rated? Note that replacement costs can be used to aggregate ratings to determine an overall facility rating. Section 4 describes how these values are aggregated to describe overall conditions.

**Answer:** In this case, replacement value is known and thus can be used to combine the ratings for different assets. The total replacement value for the Equipment is \$4 million. Of this total 87.5% (\$3.5 million) is rated as 4: Good and 12.5% is rated as 1: Poor.

Table 6 below details the assessment tasks for each of the rating levels.

**Table 6. Assessment Tasks**

ID	Primary level	Secondary level
A.	Substructure	<ul style="list-style-type: none"> <li>Foundations: Inspect walls, columns, pilings, other structural elements for signs of decay.</li> <li>Basement: Inspect non-foundation and structural elements</li> </ul>



ID	Primary level	Secondary level
		such as facing materials, insulation, slab, floor underpinnings, crawl spaces, etc.
<b>B.</b>	<b>Shell</b>	<ul style="list-style-type: none"> <li>• Inspect superstructure / structural frame, including columns, pillars, and walls.</li> <li>• Inspect façade, curtain wall system, glazing system, exterior sealants, exterior balconies, doors, stairways, parapets, fire escapes, gutters, downspouts.</li> <li>• Inspect windows, doors, and all finishes (paint, masonry).</li> <li>• Inspect roof, including roof surface (tiles, membrane, shingles, gravel etc.), gutters, eaves, skylights, flashing, chimney surrounds, and sealants, hardware and painted or coated surfaces. Note evidence of ponding, or roof leaks, significant age – and other indicators that repair may be necessary. Note age of roof(s) and whether warranty is still in effect.</li> </ul>
<b>C.</b>	<b>Interiors</b>	<ul style="list-style-type: none"> <li>• Inspect soundness and finish of drywall, partitions, interior doors, fittings, ceiling tiles, and signage.</li> <li>• Inspect stairs including fire and access issues.</li> <li>• Inspect interior finishes, including materials used on walls, floors, and ceilings, such as tile, paint, and other coatings. Look for roughness and damage.</li> </ul>
<b>D.</b>	<b>Conveyance</b>	<ul style="list-style-type: none"> <li>• Inspect condition, function, and code compliance of elevators, escalators, lifts, and any other fixed apparatuses for the movement of goods or people.</li> </ul>
<b>E.</b>	<b>Plumbing</b>	<ul style="list-style-type: none"> <li>• Inspect fixtures and pipes for water distribution, sanitary waste, rainwater drainage, and any leaks.</li> </ul>
<b>F.</b>	<b>HVAC (Heating, ventilation, and air conditioning)</b>	<ul style="list-style-type: none"> <li>• Inspect systems and their elements for energy supply, heating and cooling systems, distribution systems, terminal and package units, controls and instrumentation including testing and balancing, and chimneys. Specifically, inspect coils, housing, drains, and wiring and evaluate overall performance of the system.</li> <li>• Note apparent or reported age of the equipment, past material element replacements/ upgrades, and the apparent level of maintenance exercised. If heating equipment is shut down or not operational at the time of the walk-through survey, provide an opinion of the condition to the extent observed. Note refrigerants and fuels used and</li> </ul>



ID	Primary level	Secondary level
		their suitability or need for improvement / upgrade.
<b>G.</b>	<b>Fire Protection</b>	<ul style="list-style-type: none"> <li>Inspect sprinklers, standpipes, hydrants, fire alarms, emergency lighting, smoke evacuation, stairwell pressurization, and any other specialized elements relating to overall protection system and compliance.</li> </ul>
<b>H.</b>	<b>Electrical</b>	<ul style="list-style-type: none"> <li>Inspect electrical service &amp; distribution, noting deficiencies or needed / recommended upgrades</li> <li>Inspect lighting and branch wiring (interior and exterior), communications and security, noting deficiencies or needed / recommended upgrades</li> <li>Examine other electrical system-related pieces such as lightning protection, generators, emergency lighting, and elements related to electrical service and distribution such as conduit, boxes, solar panels and mountings for any damage wire chaffing or loose or corroded connections. Evaluate overall performance of the system.</li> </ul>
<b>I.</b>	<b>Equipment / Fare Collection</b>	<ul style="list-style-type: none"> <li>Inspect equipment, noting age, condition, and functional deficiencies.</li> <li>For Maintenance Facilities, this is focused on major pieces of equipment integral to the function of the facility.</li> <li>For Passenger Facilities, this item is focused on the fare collection system and any associated elements.</li> </ul>
<b>J.</b>	<b>Site</b>	<ul style="list-style-type: none"> <li>Inspect roadways/driveways and associated signage, markings, and equipment. Look for cracking or settling of the concrete or asphalt.</li> <li>Inspect parking lots and associated signage, markings, and equipment. Look for cracking or settling of the concrete or asphalt</li> <li>Inspect pedestrian areas and associated signage, markings, and equipment. Inspect the curbing and ramps for cracking, settling, holes, uneven surfaces and trip hazards. Pay special attention to wheelchair ramp areas and other ADA / access considerations</li> <li>Site development such as fences, walls, and miscellaneous structures. Look for corrosion, structural integrity and condition of paint.</li> <li>Landscaping, Site Utilities: Look for signs of drainage problems such as flooded areas, eroded soil and water damage to the asphalt and clogged storm drain inlets.</li> </ul>

ID	Primary level	Secondary level
		<p>Visually inspect the irrigation system, if installed. Look for signs of leaks, such as sagging areas in grass and/or pooling water. Look for dead spots in the grass indicating lack of water possibly caused by a mechanical failure.</p> <ul style="list-style-type: none"> <li>Inspect passenger huts and benches for corrosion, paint condition, glass condition and damage.</li> </ul>

## 2.4 Quality Management

FTA's *Quality Management System Guidelines* describe basic concepts of quality management and how to establish a quality management program in a transit agency. This document was written primarily to address quality as it applies to capital projects. However, the basic concepts described in the guidelines apply to other transit agency activities. Also, the document includes an appendix describing how to apply quality management concepts to operations and maintenance activities that may also be applied to activities such as assessing asset conditions.

As described in the guidelines, the term Quality Control (QC) generally refers to “the act of taking measurements, testing, and inspecting a process or product to assure that it meets specification.” In the context of a condition assessment, QC is concerned with activities such as verifying that condition assessment results are captured and recorded accurately. In contrast, Quality Assurance (QA) is a more proactive set of activities. QA “emphasizes actions at a management level that directly improve the chances that QC actions will result in a product or service that meets requirements.”

**Quality Control (QC)** is the act of taking measurements, testing, and inspecting a process or product to assure that it meets specification.

**Quality Assurance (QA)** is a more proactive set of activities that emphasizes actions at a management level that directly improve the chances that QC actions will result in a product or service that meets requirements.

For instance, a QA program might emphasize the need for inspector training to help improve the overall quality of the condition assessment process. In practice, QA and QC strategies are employed together as part of an overall quality management program that uses a combination of proactive and reactive approaches to maximize quality.

Below are key quality elements described in Section 2 of the FTA *Quality Management System Guidelines* applicable to supporting a high quality condition assessment process. All agencies must incorporate consideration of these elements into the condition assessment process. Larger agencies may document specific QA/QC activities undertaken to enhance the quality of their condition assessments. The key quality elements and activities relevant to each include:

- **Management Responsibility:** responsibility for condition assessment QA/QC must be clearly delineated.

- **Documented Quality Management System:** the agency's approach for QA/QC must be documented.
- **Design Control:** in the context of a condition assessment, this refers to establishing condition assessment procedures, such as those described in this document. If an agency has established additional or alternative procedures to performing condition assessments besides those described here, they must be well documented.
- **Document Control:** all documents used to support the condition assessment process need to be under document control to verify that staff are using the correct versions of the documents when assessing conditions. This includes documentation of procedures, condition rating descriptions, assessment forms, and other documents.
- **Product Identification and Traceability:** as inspections are performed it is important to have an approach to identifying when an inspection was performed and what facility or system was inspected. Though seemingly straightforward, this tracking can become complicated if an agency has a large number of assets and/or lacks a well-defined asset register.
- **Inspection and Testing:** inspection procedures must be clearly established. Over time an agency may need to review and supplement its procedures based on experience with the condition assessment process.
- **Inspection, Measuring, and Test Equipment:** the condition assessment approach described here relies on visual inspections. While recognizing that visual inspections are inherently subjective, it is important for agencies with large facility inventories to monitor inspection results to verify that similar conditions are assessed in a similar fashion between inspectors. Basic techniques used to improve quality include performing inspections in teams and rotating inspectors between facilities (coupled with follow-up to determine the cause of any significant changes in condition observed between different inspectors). No specialized equipment is required to implement the condition assessment approach described here. However, if an agency adopts procedures utilizing any specialized equipment for supporting condition assessment, such devices are expected to be carefully calibrated.
- **Inspection and Test Status:** it is important to track inspection status and verify that inspections are conducted in a timely fashion.
- **Quality Records:** an agency must have an approach to keeping records related to the condition assessment process. Ideally condition assessment results must be kept in a machine-readable form (e.g., a database) to facilitate their use and minimize risk of data loss.
- **Training:** particularly given the condition inspection process is based largely on visual inspections, it is imperative to provide training to all inspectors to improve the consistency of condition assessments and minimize errors.

### 3.0 Condition Rating Aggregation Approaches

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Once the conditions of individual facility levels are assessed and aggregated, the next step required to support NTD reporting is to calculate an overall condition rating for the facility and

then the overall performance measure for each of the two facility groups – administrative and maintenance, and passenger and parking facilities. It is important to use a consistent, repeatable method for this calculation and there are several conventions used in similar applications. The text below describes alternative approaches to aggregating primary and secondary level condition data into a single overall value for facility condition. Provided an agency has sufficient data, the recommended approach is Alternative 1, to calculate a weighted average condition rating. However, an agency may use any of the approaches described below.

### **3.1 Alternative 1: Weighted Average Condition**

This approach requires utilizing known replacement costs. Given these replacement costs, the average rating is calculated for each primary level as described below, and an overall rating is calculated by weighting each primary and secondary level rating by the replacement cost. The specific steps in the calculation are:

#### **Step 1:**

Calculate the average rating of the facility using the primary level TERM scores and their respective replacement costs. To calculate the condition rating, take the sum of each primary level TERM score multiplied by its respective replacement cost, and divide the total by the sum of all replacement costs (weights). The aggregated facility condition rating is calculated as follows:

$$FR = \frac{\sum_i CR_i CW_i}{\sum_i CW_i}$$

where  $FR$  is the overall facility rating,  $CR_i$  is the TERM score for rating level  $i$ , and  $CW_i$  is the weighting, or replacement cost, for rating level  $i$ .

#### **Weighting**

Replacement costs should be the only method of weighting for the weighted average condition approach as it is expected that agencies will have an understanding of their assets at the primary level.

#### **Step 2:**

Round off the overall rating value for the facility to the nearest integer value and report the integer condition rating to NTD. If the fractional portion of the rating is less than 0.5 the rating would be rounded down; if it is 0.5 or greater it would be rounded up.

**Example 5: Calculating Facility Condition Using Alternative 1**

The following is an example calculation to determine the overall facility condition rating using Alternative 1: Weighted Average Condition.

	<b>Replacement Cost</b>	<b>Rating</b>
Substructure	\$10,000	1.87
Shell	\$5,000	2.11
Interiors	\$5,000	3.10
Conveyance	\$2,500	2.38
Plumbing	\$10,000	2.08
HVAC	\$7,000	2.83
Fire Protection	\$3,000	2.91
Electrical	\$8,000	2.48
Equipment	\$6,000	3.00
Site	\$5,000	4.01
<b>Total</b>	<b>\$61,500</b>	

$$FR = (\$10K * 1.87) + (\$5K * 2.11) + (\$5K * 3.10) + (\$2.5K * 2.38) + (\$10K * 2.08) + (\$7K * 2.83) + (\$3K * 2.91) + (\$8K * 2.48) + (\$6K * 3.00) + (\$5K * 4.01) = 157,930$$

$$FR = 157,930 / \$61,500 = 2.568$$

Based on this method, the average rating is 2.568. This rounds to an overall facility rating of 3.

$$FR = 3$$

### 3.2 Alternative 2: Median Value

If an agency has limited data on replacement costs, an alternative approach for calculating the overall condition rating of a facility is to use the median value of all primary or secondary rating levels. The median value is the middle value in a series of sorted numbers. The specific steps in the calculation are as follows:

Determine the condition rating of each level, and then sort the TERM scores in ascending order. When there is an odd number of a value, the median is the value that falls in the middle of the list. When there is an even number of values, choose the lower of the two middle values since that is the condition rating that at least 50% are at or below.

For instance, if 50% of the secondary level have a TERM rating of 2, 30% have a TERM rating of 3, and 20% have a TERM rating of 4, then the aggregated rating would be 2, as over half of the secondary level have a rating of 2 or less. Note that the median in this case is not an

average, or mean value, meaning that you do not take the individual value of each number into account.

***Example 6: Calculating Overall Facility Condition Using Alternative 2***

The following is an example calculation for an overall passenger facility rating using Alternative 2: Median Value. Based on this method, the overall rating is 2, as 5 of the 10 have a rating of 2 or worse.

	<b>Rating</b>
Substructure	1
Shell	1
Interiors	2
Conveyance	2
Plumbing	<b>2</b>
HVAC	3
Fire Protection	3
Electrical	3
Fare Collection	3
Site	4

***Overall Facility Rating = 2***

### **3.3 Alternative 3: Alternative Weighting**

An agency may use an alternative approach provided the approach is consistent, repeatable, and that it yields a single value for each facility using the five-point TERM condition scale. For example, an agency may prefer to calculate a weighted average condition, such as that illustrated in Alternative 1, but lacks sufficient data on replacement costs. Instead, an agency may choose to compute a weighted average condition, weighting each level by a factor that serves as a proxy for asset value or develop a measure of criticality, which could be used as a weighting factor. Equal weighting is another option for agencies. As the name implies, if using the equal weighting option, each secondary level would be weighed equally. The equal weighting approach is not recommended for primary level. If an agency does choose to use such an alternative approach, the calculation approach and rationale for its use must be documented. These techniques may also be used to calculate the primary level rating after inspecting each secondary level of the asset. While not reported to NTD, ratings must be retained in the event an agency changes its aggregation approach and needs to recalculate previously-reported conditions.

## **4.0 Calculate Performance Measures**

After determining the overall facility ratings for each of its administrative and maintenance, and passenger and parking facilities, an agency must calculate the performance measure for each

of the overarching facility groups:

- 1) Administration and maintenance facilities
- 2) Passenger and parking facilities

To determine the performance measure for a facility category (i.e., administrative and maintenance; passenger and parking), count the number of facilities in that category with a rating below 3 and divide the value by the total number of facilities in the facility category (e.g., passenger and parking). Note that the performance measure is the minimum each agency is required to report, grantees are invited to expand upon its requirement as part of their TAM plan.

***Example 7: Calculating Facility Performance Measures***

The following is an example calculation for the performance measure for the passenger and parking facility category. As there are 4 facilities with a condition rating under 3 on the TERM scale, the performance measure for this facility category is 40%.

Facility	Rating
Passenger 1	4
Passenger 2	4
Passenger 3	4
Passenger 4	2
Passenger 5	2
Parking 1	1
Parking 2	3
Parking 3	3
Parking 4	4
Parking 5	2
<b>Performance Measure</b>	<b>4/10 * 100 = 40%</b>

## 5.0 Reporting and Data Requirements

### 5.1 Reporting Procedures

The NTD Policy Manual lists requirements regarding collecting and reporting financial data, inventory, service data, and safety data for transit agencies that receive 49 U.S.C. §§ 5307 and 5311 funds. Transit agencies that receive funds from FTA, and own, operate, or manage capital assets for which they have direct capital responsibility are now required to submit facility asset condition data and performance measure metrics and targets annually within four months after the end of the agency's fiscal year.

As part of this annual report, an agency must submit overall facility condition ratings for each facility in its asset inventory for which it has direct capital responsibility. However, this does not imply that condition data must be collected annually. FTA requires that facility condition data be fully updated every four years, at a minimum. Agencies may choose to do a quarter of their facilities every year or more frequently. Each annual report must include updated facility condition data incorporating any assessments completed since the last report. Agencies that share direct capital responsibility for facility assets should determine how to coordinate condition assessment reporting. Only facilities that are actively used to support revenue service are required to have their condition assessed. As such, facilities under construction are exempt from condition assessment requirements.

It is recommended that agencies document their procedures for performing condition assessments, including procedures for performing inspections, and assuring/controlling data quality. Similar to other aspects of an agency's activities related to NTD reporting, these procedures may be subject to review by FTA.



## Appendices

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### Appendix A: Definitions

*Note: Definitions are based largely on those in ASTM Standard E2018-08 and FTA's NTD Glossary.*

#### **Asset Inventory Module**

The interface through which asset inventory and condition data are collected for the NTD.

#### **ASTM**

American Society of Testing and Materials

#### **HVAC**

Heating, ventilating and air conditioning.

#### **Readily Accessible**

Available for observation at the time of a walk-through survey; does not require the removal or relocation of materials or personal property, such as furniture, floor, wall, or ceiling coverings; is safe to observe.

#### **Routine Maintenance**

A repair that does not require specialized equipment, professional services, or contractors, but rather can be corrected within the budget and skill set of typical property maintenance staff.

#### **State of Good Repair Formula Program**

The FTA State of Good Repair Program is a formula program that replaced the Fixed Guideway Modernization program. It provides capital assistance to maintain fixed guideway and high intensity bus systems in a state of good repair. It is further defined in 49 U.S.C. § 5337.

#### **Structural Frame**

The building system that supports the building's weight.

#### **Transit Asset Management Plan**

A plan that includes an inventory of capital assets, a condition assessment of inventoried assets, a decision support tool, and a prioritization of investments.

#### **Useful Life**

The average amount of time in years that an item, or system is estimated to function, when installed new and assuming routine maintenance is practiced.

## Appendix B: Condition Rating Descriptions





Note that the photos in the below examples do not necessarily correspond to the TERM rating they are placed next to. Instead, these photos are simply here to show agencies an image of the described.


**Table 7. FTA TERM Scale**

Rating	Condition	Description
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective; but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life




**Administrative/ Maintenance Facilities**

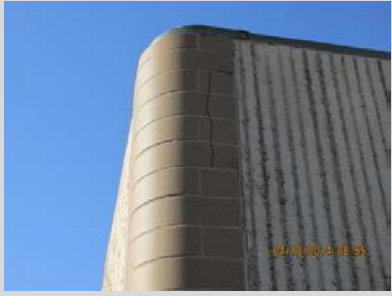

**Table 8. Substructure**

Substructure	Rating	Description
	5: Excellent	New construction, no visible defects.
	4: Good	Minor improvement or superficial repairs needed, can be addressed through routine maintenance. No significant visible damage such as cracking, spalling, sagging, rust, or shifting.
	3: Adequate	Needs some repair. There may be surface cracking, rust, shifting, and spalling on elements. Insulation or drainage may need maintenance. Substructure is cosmetically “fair”, and functioning as designed; within useful life.
	2: Marginal	Elements need extensive repair at a minimum. They show signs of significant cracking, sagging, rust, shifting, and spalling / decay. Significant insulation or drainage issues may be present. There are no apparent safety issues, however. Elements are functional but have exceeded their useful lives.

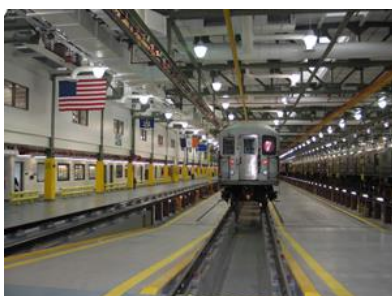
Substructure	Rating	Description
	1: Poor	Elements show critical defects affecting function, health, or safety. They are visibly in poor condition. They cannot be repaired; must be replaced. They have exceeded their useful life and warrant structural review.

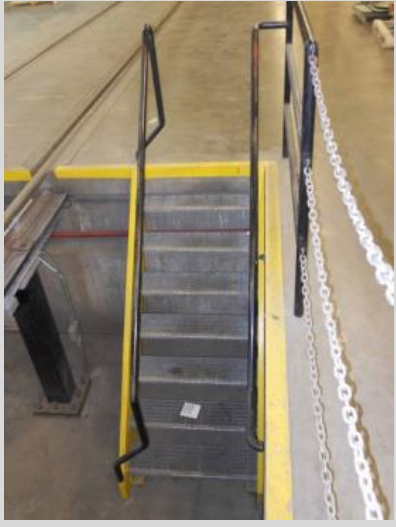


**Table 9. Shell**

Shell	Rating	Description
	5: Excellent	New construction, no visible defects or damage
	4: Good	Minor improvement needed; sub-elements are more than five years old but are functioning without issue under routine maintenance. Only minor superficial damage or defect. No sagging, corrosion, cracking, shifting, or leaks.
	3: Adequate	Repairs are needed. Element or sub-elements show signs of minor cracking, drainage issues, sagging, corrosion, or shifting. They are cosmetically "fair", but functioning as designed.

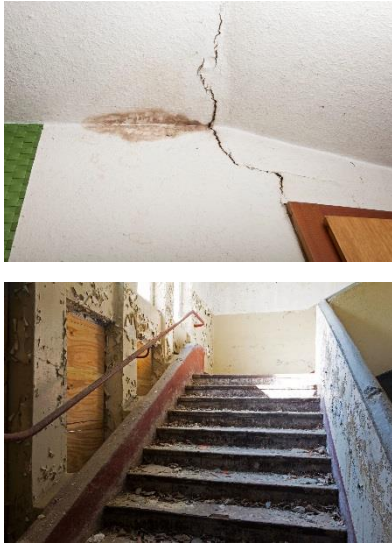
Shell	Rating	Description
	2: Marginal	Element or sub-elements show signs of significant cracking, sagging, swelling, corrosion, leaks, or shifting. Significant repairs are needed, but there currently does not appear to be a safety issue on any single sub-element.
	1: Poor	Element or sub-elements have critical defects affecting function, health, or safety. They are in visibly poor condition and must be replaced rather than repaired. They have exceeded their useful life and warrant structural review.

**Table 10. Interiors**



Interiors	Rating	Description
	5: Excellent	New construction, no visible defects or damage.



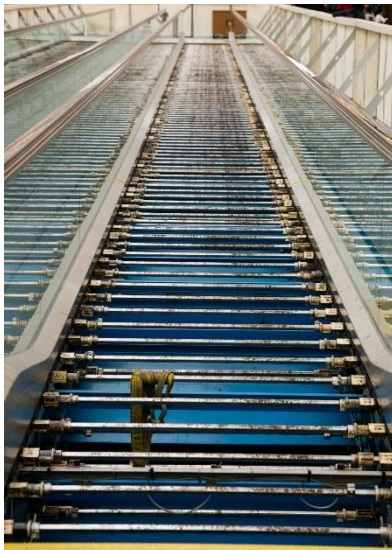
Interiors	Rating	Description
	4: Good	<p>Minor improvement needed; only shows superficial damage or defect. Minimal signs of wear, no major problems, minimal signs of deterioration. Primarily cosmetic issues with no functional impact, which can be addressed through routine maintenance.</p>
	3: Adequate	<p>Repairs are needed. Element or sub-elements show signs of cracking, drainage issues, sagging, corrosion, or shifting. They are cosmetically "fair", but functioning as designed.</p>
	2: Marginal	<p>Interior shows deterioration: cracking, sagging, swelling, corrosion, leaks, etc. Finishes are worn. Significant repairs or upgrades are needed, but there currently does not appear to be a safety issue.</p>



Interiors	Rating	Description
	1: Poor	Element or sub-elements have critical defects affecting function, health, or safety. They are in visibly poor condition and must be replaced rather than repaired. They have exceeded their useful life and warrant structural review.





**Table 11. Conveyance**


Conveyance	Rating	Description
	5: Excellent	New construction, no visible defects or damage.
	4: Good	Minor improvement needed; only shows superficial damage or defect with no functional impact. Issues are addressed via routine maintenance.

Conveyance	Rating	Description
	3: Adequate	Repairs are needed; elements show signs of corrosion and damage. They are cosmetically “fair”, but functioning as intended under maintenance schedule.
	2: Marginal	Element or sub-elements need extensive repair at a minimum. More substantial part replacement and/or repair is frequent. There currently does not appear to be any safety issue. Maintenance schedule is interrupted by more frequent breakdowns.
	1: Poor	Element or sub-elements have critical defects affecting function. They are in visibly poor condition and must be replaced rather than repaired. Maintenance schedule is reactive rather than proactive due to frequent malfunction. Apparatuses have exceeded their useful life and warrant detailed review.








**Table 12. Plumbing**

Plumbing	Rating	Description
	5: Excellent	New construction, no visible defects or damage.
	4: Good	Minor wear and tear or superficial deterioration or defect with no functional impact typically addressed through routine maintenance. No corrosion or leaks.
	3: Adequate	Repairs are needed; some deterioration exists, such as corrosion. Repairs are typical to more intensive routine maintenance and system is functioning as designed.
	2: Marginal	Plumbing system elements need extensive repair at a minimum. Currently does not appear to be any safety issue.



Plumbing	Rating	Description
	1: Poor	System has defects affecting function and necessitating frequent maintenance. Plumbing is in poor condition and must be replaced rather than repaired. The system has exceeded its useful life and warrants detailed review.




**Table 13. HVAC**

HVAC	Rating	Description
	5: Excellent	New construction, no visible defects or damage. Meets efficiency and capacity goals and maintains desired temperature and air quality throughout the facility.
	4: Good	Minor improvements needed, may be slightly outdated and less efficient and consistent. Minor deterioration or defect with no functional impact typically addressed through routine maintenance.
	3: Adequate	Repairs are needed; some deterioration exists, and maintenance needs are significant. With these, the system meets needs. Still within its useful life.

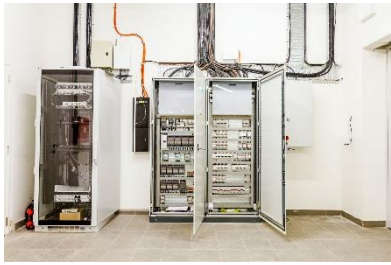


HVAC	Rating	Description
	2: Marginal	System has exceeded its useful life; fails to meet standards or needs. Elements need extensive repair at a minimum. Currently does not appear to be any safety issue.
	1: Poor	System is well past its useful life and has critical defects affecting function; its issues are beyond repair and warrant detailed review.

**Table 14. Fire Protection**



Fire Protection	Rating	Description
	5: Excellent	New system, no visible defects or damage. Meets facility needs.
	4: Good	Minor wear and tear; system may be slightly outdated but still meets needs of facility with routine maintenance.

Fire Protection	Rating	Description
	3: Adequate	Repairs are needed; some deterioration exists, and maintenance needs are significant. With these, the system meets requirements. Still within its useful life.
	2: Marginal	System has exceeded its useful life; defects are critical and/or widespread; no longer meets needs or current standards and requires partial replacement at a minimum. Currently does not appear to be any safety issue.
	1: Poor	System is well past its useful life and has critical defects affecting function and ability to meet standards. Issues are beyond repair and warrant detailed review.

**Table 15. Electrical**


Electrical	Rating	Description
	5: Excellent	New system, no apparent defects. Meets facility needs.
	4: Good	Minor deterioration; system may be slightly outdated but still meets needs of facility with minimal routine maintenance. Limitation on system flexibility such as future expansion.
	3: Adequate	Repairs are needed; some deterioration exists, and maintenance needs are significant. There is limited flexibility for improvement. However, the system meets requirements and is still within its useful life.




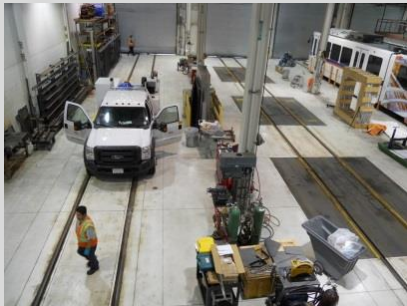
Electrical	Rating	Description
	2: Marginal	System has exceeded its useful life; defects are critical and/or widespread; no longer meets needs or current standards and requires partial replacement at a minimum. Currently does not appear to be any safety issue.
	1: Poor	System is well past its useful life and has critical defects affecting function and ability to meet standards. Issues are beyond repair and warrant detailed review.

**Table 16. Site**




Site	Rating	Description
	5: Excellent	New construction, no apparent defects, serving the needs of the facility.
	4: Good	Minor deterioration, primarily cosmetic defects such as damaged signage or small pavement cracks, landscaping updates. Still meets needs of facility with routine maintenance.
	3: Adequate	Repairs are needed; some deterioration exists, such as signs needing replacement and pavement cracks needing fill. More routine maintenance is needed. However, site is still functioning as designed.
	2: Marginal	Site sub-elements are worn and need extensive repair at a minimum. Pavement may show damage beyond what can be fixed with crack filler (over 2" wide / potholes). Signage may be outdated, fences need replacement, irrigation no longer efficient, etc.

Site	Rating	Description
	1: Poor	Site has critical defects affecting function, health, or safety. Issues are beyond repair and warrant detailed review.




***Table 17. Equipment (Only for Administrative and Maintenance Facilities)***

Equipment	Rating	Description
	5: Excellent	New equipment, no apparent defects, serving the needs of the facility.
	4: Good	Minor deterioration; equipment may be slightly outdated but still meets needs of facility with minimal routine maintenance.



Equipment	Rating	Description
	3: Adequate	Repairs are needed; some deterioration exists, and maintenance needs are considerable. However, equipment meets needs and is still within its useful life.
 Source: Iowa Department of Transportation	2: Marginal	Equipment has exceeded useful life; defects are critical and/or widespread; no longer meets needs or current standards and requires partial replacement at a minimum.
 Source: Iowa Department of Transportation	1: Poor	Equipment is well past its useful life and has critical defects affecting function and ability to meet standards. Issues are beyond repair and warrant detailed review.

**Table 18. Fare Collection (Only For Passenger and Parking Facilities)**

Fare Collection	Rating	Description
	5: Excellent	New equipment, no apparent defects, serving the needs of the facility.
	4: Good	Minor deterioration; equipment may be slightly outdated but still meets needs of facility with minimal routine maintenance.
	3: Adequate	Repairs are needed; some deterioration exists, and maintenance needs are considerable. However, equipment meets needs and is still within its useful life.
N/A	2: Marginal	Equipment has exceeded useful life; defects are critical and/or widespread; no longer meets needs or current standards and requires partial replacement at a minimum.

Fare Collection	Rating	Description
N/A	1: Poor	Equipment is well past its useful life and has critical defects affecting function and ability to meet standards. Issues are beyond repair and warrant detailed review.

### Image Sources

1. 123RF Stock Photos, available at: <http://www.123rf.com/>
2. Denver Regional Transportation District, *State of Good Repair: FM Building Inspection Standards*, last revised June 2014.
3. Flickr, *Enter BART with Clipper*, photo credit to Adam P. Fagen, available at: <https://www.flickr.com/photos/afagen/7663770600/>. Photo taken March 14, 2012.
4. FTA, *TAM Facility Performance Measure Reporting Guidebook: Condition Assessment Calculation*, 2016.
5. Staff photo, photo credit to Frances Fisher. Photo taken December 1, 2016.

**Table 19. Image Sources Matrix**

	Rating				
Primary Level Asset	5: Excellent	4: Good	3: Adequate	2: Marginal	1: Poor
Substructure	1	4	1	2	1
Shell	4	2	2	2	1
Interiors	4	2	2	1	1
Conveyance	1	2	2	5	1
Plumbing	1	4	1	1	1
HVAC	2	2	2	2	2
Fire Protection	1	1	4	1	4
Electrical	1	2	1	2	2
Site	1	2	2	2	2
Equipment	2	2	4	N/A	N/A
Fare Collection	1	4	3	N/A	N/A

## Appendix C: Sample Administrative/Maintenance Facility Condition Assessment Form

<b>Inspection Date:</b>
<b>Inspector Name:</b>
<b>Facility Name:</b>
<b>Address/Location:</b>

ID #		Asset Quantity	Unit of Measure	Percent of Asset Quantity by Condition				
				5 Excellent	4 Good	3 Adequate	2 Marginal	1 Poor
A.	Substructure							
B.	Shell							
C.	Interiors							
D.	Conveyance							
E.	Plumbing							
F.	HVAC							
G.	Fire Protection							
H.	Electrical							
I.	Equipment							
J.	Site							

## Appendix D: Sample Passenger/Parking Facility Condition Assessment Form

<b>Inspection Date:</b>
<b>Inspector Name:</b>
<b>Facility Name:</b>
<b>Address/Location:</b>

ID #		Asset Quantity	Unit of Measure	Percent of Asset Quantity by Condition				
				5 Excellent	4 Good	3 Adequate	2 Marginal	1 Poor
A.	Substructure							
B.	Shell							
C.	Interior							
D.	Conveyance							
E.	Plumbing							
F.	HVAC							
G.	Fire Protection							
H.	Electrical							
I.	Fare Collection							
J.	Site							

## **Appendix E: References**

ASTM International. 2008. *Standard Guide for Property Condition Assessment: Baseline Property Condition Assessment Process*, Standard E2018-08.

ASTM International. 2009. *Standard Classification for Building Elements and Related Sitework—UNIFORMAT II*, Standard E1557-09.

FTA Office of Budget and Policy. 2016. *Asset Inventory Module FY 2017 Reporting Manual*.

FTA Office of Budget and Policy. 2016. *National Transit Database Glossary*.

FTA Office of Budget and Policy. 2016. *National Transit Database Policy Manual*.

FTA. *Quality Management System Guidelines*. Report FTA-PA-27-51914-12.1.

U.S. Government Publishing Office. 2016. *Transit Asset Management*. 49 CFR part 625.

U.S. Government Publishing Office. 2016. *National Transit Database*. 49 CFR part 630.

**EXHIBIT A-3  
FACILITIES PRIMARY AND SECONDARY LEVELS**

**EXHIBIT A-3**

**FACILITIES PRIMARY AND SECONDARY LEVELS**

Maintenance and Administrative Facilities (Bus Bases) primary and secondary rating levels, as a minimum and applicable, are listed in Table 1 and Table 1A below.

**Table 1 – Maintenance and Operations Facilities (Bus Bases) Buildings/Structures: Rating Levels**

<b>ID#</b>	<b>Primary Level</b>	<b>Secondary Level</b>
A.	Substructure	<ul style="list-style-type: none"> <li>• Foundation: Walls, columns, pilings, etc.</li> <li>• Basement: Materials, insulation, slab, floor underpinnings</li> <li>• Underground repair/maintenance pits</li> </ul>
B.	Shell	<ul style="list-style-type: none"> <li>• Superstructure/structural frame: Columns, pillars, walls</li> <li>• Roof: Roof surface, gutters, eaves, skylights, chimney surrounds</li> <li>• Exterior: Windows, doors, and all finishes (paint, masonry)</li> <li>• Shell appurtenances: Balconies, fire escapes, gutters, downspouts</li> </ul>
C.	Interiors	<ul style="list-style-type: none"> <li>• Partitions: Walls, interior doors, fittings and signage</li> <li>• Stairs: Interior stairs and landings</li> <li>• Finishes: Materials used on walls, floors, and ceilings</li> </ul> <p>Covers all interior spaces, regardless of use.</p>
D.	Conveyance	<ul style="list-style-type: none"> <li>• Elevators</li> <li>• Escalators</li> <li>• Lifts: Any other such fixed apparatuses for the movement of goods or people</li> </ul>
E.	Plumbing	<ul style="list-style-type: none"> <li>• Fixtures</li> <li>• Water distribution</li> <li>• Sanitary waste</li> <li>• Rain water drainage</li> </ul>
F.	HVAC (Heating, Ventilation, and air conditioning)	<ul style="list-style-type: none"> <li>• Energy supply</li> <li>• Heat generation and distribution systems</li> <li>• Cooling generation of distribution systems</li> <li>• Testing, balancing, controls and instrumentation</li> <li>• Chimneys and vents</li> </ul>



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<b>ID#</b>	<b>Primary Level</b>	<b>Secondary Level</b>
G.	Fire Protection	<ul style="list-style-type: none"> <li>• Sprinklers</li> <li>• Standpipes</li> <li>• Hydrants and other fire protection specialties</li> </ul>
H.	Electrical	<ul style="list-style-type: none"> <li>• Electrical service and distribution</li> <li>• Lighting and branch wiring (interior and exterior)</li> <li>• Communications and security</li> <li>• Other electrical system-related pieces such as lightning protection, generators, and emergency lighting</li> </ul>
I.	Equipment	<ul style="list-style-type: none"> <li>• Equipment related to the function of the facility, including maintenance or vehicle service equipment – does not include supplies</li> </ul>
J.	Non-Real Properties	<p>The identification of the non-real property is necessary for the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21) compliance. Typical non-real property includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• Portable shop equipment, such as drill presses</li> <li>• Shop presses</li> <li>• Grinders</li> <li>• Benches</li> <li>• Chop saws</li> <li>• Vises</li> <li>• Tire changing cages</li> <li>• Floor jacks</li> <li>• Jack stands</li> <li>• Portable vehicle lifts</li> <li>• Steam cleaners</li> <li>• Pressure washers</li> <li>• Portable fans</li> <li>• Floor sweepers</li> <li>• Lift trucks</li> <li>• Bus tugs</li> <li>• Electric carts and rolling work platforms</li> <li>• Kitchen and break room equipment</li> <li>• Tables, chairs, sofas</li> <li>• Refrigerators</li> <li>• Exercise equipment</li> <li>• Outside seating, benches</li> <li>• Bicycle racks</li> </ul>

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ID#	Primary Level	Secondary Level
		<ul style="list-style-type: none"> <li>• Storage containers, storage sheds</li> <li>• Other equipment valued of \$10,000 or less</li> <li>• All other elements not listed above</li> </ul>

**Table 1A – Maintenance and Operations Facilities (Bus Bases) Site: Rating Levels**

ID#	Primary Level	Secondary Level
A.	Site Development	<ul style="list-style-type: none"> <li>• Walls, fences, gates</li> <li>• Signage</li> <li>• Landscaping, irrigation systems</li> <li>• Utilities equipment</li> <li>• Video surveillance system</li> <li>• Pedestrian areas and associated signage, markings, and equipment</li> </ul>
B.	Bus Parking Lot	<ul style="list-style-type: none"> <li>• Pavement, stripping and markings</li> <li>• Roadways/driveways</li> <li>• Parking lot lighting</li> <li>• Underground storage tanks</li> <li>• Aboveground storage tanks</li> <li>• Non-real properties typically include, but is not limited to the following: <ul style="list-style-type: none"> <li>- Outside seating</li> <li>- Benches</li> <li>- Bicycle racks</li> <li>- Storage containers, storage sheds</li> <li>- Trash bins</li> <li>- Other equipment valued of \$10,000 or less</li> <li>- All other elements not listed above</li> </ul> </li> </ul>
C.	Employee Parking Lot	<ul style="list-style-type: none"> <li>• Pavement, striping and markings</li> <li>• Roadways/driveways</li> <li>• Parking lot lighting</li> <li>• Electrical Charging Systems</li> <li>• Non-real properties typically include, but is not limited to the following: <ul style="list-style-type: none"> <li>- Outside seating</li> <li>- Benches</li> <li>- Bicycle racks</li> <li>- Storage containers, storage sheds</li> <li>- Trash bins</li> <li>- Other equipment valued of \$10,000 or less</li> </ul> </li> </ul>

ID#	Primary Level	Secondary Level
		less - All other elements not listed above

Passenger and parking facility primary and secondary rating levels, as a minimum and applicable, are listed in Table 2 and Table 2A below.

**Table 2 – Passenger and Parking Facilities (Transportation Center and Park-and-rides) buildings/structures: Rating Levels**

ID#	Primary Level	Secondary Level	
A.	Substructure	<ul style="list-style-type: none"> <li>• Foundation: Walls, columns, pilings, etc.</li> <li>• Basement: Materials, insulation, slab, floor underpinnings</li> </ul>	•
B.	Shell	<ul style="list-style-type: none"> <li>• Superstructure/structural frame: Columns, pillars, walls</li> <li>• Roof: Roof surface, gutters, eaves, skylights, chimney surrounds</li> <li>• Exterior: Windows, doors, and all finishes (paint, masonry)</li> <li>• Shell appurtenances: Balconies, fire escapes, gutters, downspouts</li> </ul>	•
C.	Interiors	<ul style="list-style-type: none"> <li>• Passenger areas: Platforms and access tunnels, passageways</li> <li>• Partitions: Walls, interior doors, fittings and signage</li> <li>• Stairs: Interior stairs and landings</li> <li>• Finishes: Materials used on walls, floors, and ceilings</li> </ul> Covers all interior spaces, regardless of use.	•
D.	Conveyance	<ul style="list-style-type: none"> <li>• Elevators</li> <li>• Escalators</li> <li>• Lifts: Any other such fixed apparatuses for the movement of goods or people</li> </ul>	•
E.	Plumbing	<ul style="list-style-type: none"> <li>• Fixtures</li> <li>• Water distribution</li> <li>• Sanitary waste</li> <li>• Rain water drainage</li> </ul>	•

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<b>ID#</b>	<b>Primary Level</b>	<b>Secondary Level</b>	
F.	HVAC (Heating, Ventilation, and air conditioning)	<ul style="list-style-type: none"> <li>• Energy supply</li> <li>• Heat generation and distribution systems</li> <li>• Cooling generation of distribution systems</li> <li>• Testing, balancing, controls and instrumentation</li> <li>• Chimneys and vents</li> </ul>	•
G.	Fire Protection	<ul style="list-style-type: none"> <li>• Sprinklers</li> <li>• Standpipes</li> <li>• Hydrants and other fire protection specialties</li> </ul>	•
H.	Electrical	<ul style="list-style-type: none"> <li>• Electrical service and distribution</li> <li>• Lighting and branch wiring (interior and exterior)</li> <li>• Communications and security</li> <li>• Other electrical system-related pieces such as lightning protection, generators, and emergency lighting</li> </ul>	•
I.	Fare Collection Equipment	<ul style="list-style-type: none"> <li>• Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement</li> </ul>	•
J.	Non-Real Properties	<p>The identification of the non-real property is necessary for the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21) compliance. Typical non-real property includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• Outside seating</li> <li>• Benches</li> <li>• Bicycle racks</li> <li>• Storage containers, storage sheds</li> <li>• Trash bins</li> <li>• Other equipment valued of \$10,000 or less</li> <li>• All other elements not listed above</li> </ul>	

**Table 2A – Passenger Facilities (Park-and-ride facilities or transportation centers) Sites: Rating Levels**

ID#	Primary Level	Secondary Level
A.	Site Development	<ul style="list-style-type: none"> <li>• Walls, fences, gates</li> <li>• Signage</li> <li>• Landscaping, irrigation systems</li> <li>• Utilities equipment</li> <li>• Video surveillance system</li> <li>• Pedestrian areas and associated signage, markings, and equipment</li> </ul>
B.	Bus Driveways, Bus Docks	<ul style="list-style-type: none"> <li>• Pavement, platforms, stripping and markings</li> <li>• Signage</li> <li>• Lighting</li> <li>• Utilities equipment</li> <li>• Non-real properties typically includes, but is not limited to the following: <ul style="list-style-type: none"> <li>- Outside seating</li> <li>- Benches</li> <li>- Bicycle racks</li> <li>- Storage containers, storage sheds</li> <li>- Trash bins</li> <li>- Other equipment valued of \$10,000 or less</li> </ul> </li> <li>• All other elements not listed above</li> </ul>
C.	Parking Lot	<ul style="list-style-type: none"> <li>• Site development such as walls, fences, gates, and miscellaneous equipment</li> <li>• Pedestrian areas and associated signage, marking and equipment</li> <li>• Pavement, striping and markings</li> <li>• Roadways/driveways</li> <li>• Signage</li> <li>• Parking lot lighting</li> <li>• Landscaping and irrigation systems</li> <li>• Utilities equipment</li> <li>• Non-real properties typically includes, but is not limited to the following: <ul style="list-style-type: none"> <li>- Outside seating</li> <li>- Benches</li> <li>- Bicycle racks</li> <li>- Storage containers, storage sheds</li> <li>- Trash bins</li> </ul> </li> </ul>

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<b>ID#</b>	<b>Primary Level</b>	<b>Secondary Level</b>
		<ul style="list-style-type: none"><li>- Other equipment valued of \$10,000 or less</li><li>- All other elements not listed above</li></ul>

**EXHIBIT A-4  
FACILITY CONDITION ASSESSMENT RATING  
CALCULATION WORKSHEET**

**FACILITY CONDITION ASSESSMENT  
RATING CALCULATION WORKSHEET - SUMMARY**  
OCTA Property: **Anaheim Bus Base**

<b>No.</b>	<b><u>FACILITIES</u></b>	<b><u>Overall Condition Rating</u></b>
1	Site	
2	Maintenance Building	
3	Operations Building	
4	Fuel & Service Building	
5	Brake Check Building	
6	Bus Major Cleaning Station	
7	Bus Wash - Steam Cleaning Building	
8	CNG Facility	
9	Parking Structure	



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SCOPE OF WORK  
EXHIBIT A-4**

OCTA PROPERTY: Anaheim Bus Base  
Facility: **Site**

			Categorizing Secondary Levels		SECONDARY LEVEL										PRIMARY LEVEL				FACILITY	
Primary Level	Secondary Level	Description/Current condition/Judgement <i>{Justification must be provided for inspection assigned TERM scale rating number}</i>	(a to d)	Catatory Description	ID	UF Code	Inspector's Name	Inspection Date	Inspection Assigned TERM Scale Rating	Quantity	Unit	Replacement Unit Cost (2022 Dollars)	Replacement Cost (2022 Dollars)	Rating No. x Replacement Cost	Calculated Condition Rating	FTA Rounded Rating	Replacement Cost	Rating No. x Replacement Cost	Calculated Condition Rating	FTA Rounded
Site Development	Site Developments (Walls, Fences, Gates)		a	Life safety and Legal compliance					1	1500	LF	\$ 150.00	\$ 225,000.00	\$ 225,000.00	1.75	2	\$ 307,500.00	\$ 538,500.00	2.56	3
	Signage		a	Life safety and Legal compliance					2	5	EA	\$ 200.00	\$ 1,000.00	\$ 2,000.00						
	Site Lighting		a	Life safety and Legal compliance					3	20	EA	\$ 1,000.00	\$ 20,000.00	\$ 60,000.00						
	Landscapes and Irrigations		b	Damage or Deterioration to Facility					4	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 200,000.00						
	Utilities Equipment		a	Life safety and Legal compliance					5	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00						
	Non-Real Properties		d	Delayed Deferred Maintenance					1	10	EA	\$ 150.00	\$ 1,500.00	\$ 1,500.00						
Bus Parking Lot	Bus Parking Concrete Pavement		b	Damage or Deterioration to Facility					2	15000	SF	\$ 200.00	\$ 3,000,000.00	\$ 6,000,000.00	2.07	2	\$ 3,140,000.00	\$ 6,500,000.00		
	Bus Parking Pavement Striping and Markings		a	Life safety and Legal compliance					3	15000	LF	\$ 4.00	\$ 60,000.00	\$ 180,000.00						
	Underground StorageTanks		a	Life safety and Legal compliance					4	4	EA	\$ 20,000.00	\$ 80,000.00	\$ 320,000.00						
Employee Parking Lot	Employee Parking Asphalt Concrete Pavement		c	Time/Cost Related Measures					5	5000	SF	\$ 150.00	\$ 750,000.00	\$ 3,750,000.00	4.84	5	\$ 782,000.00	\$ 3,782,000.00		
	Employee Parking Pavement Striping and Markings		a	Life safety and Legal compliance					1	8000	LF	\$ 4.00	\$ 32,000.00	\$ 32,000.00						

**OCTA PROPERTY:** Anaheim Bus Base  
**Facility:** **Maintenance Building**

[illegible]

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SCOPE OF WORK  
EXHIBIT A-4**

**OCTA PROPERTY:** Anaheim Bus Base  
**Facility:** **Operations Building**

[illegible]

Anaheim Bus Base  
Fuel & Service Building

[illegible]

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SCOPE OF WORK  
EXHIBIT A-4**

OCTA PROPERTY: Anaheim Bus Base  
Facility: **Brake Check Building**

[illegible]

OCTA PROPERTY: Anaheim Bus Base  
Facility: **Bus Major Cleaning Station Building**

[illegible]

## Bus Wash - Steam Cleaning Building

[illegible]

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**SCOPE OF WORK**  
**EXHIBIT A-4**

OCTA PROPERTY: Anaheim Bus Base  
Facility: **CNG Facility**

[illegible]





OCTA PROPERTY: Anaheim Bus Base  
Facility: Parking Structure

Primary Level	Secondary Level	Description/Current condition/Judgement <i>{Justification must be provided for inspection assigned TERM scale rating number}</i>	Categorizing Secondary		SECONDARY LEVEL										PRIMARY LEVEL				FACILITY	
			(a to d)	Catetory Description	ID	UF Code	Inspector's Name	Inspection Date	Inspection Assigned TERM Scale Rating	Quantity	Unit	Replacement Unit Cost (2022 Dollars)	Replacement Cost (2022 Dollars)	Rating No. x Replacement Cost	Calculated Condition Rating	FTA Rounded Rating	Replacement Cost	Rating No. x Replacement Cost	Calculated Condition Rating	FTA Rounded
	Other Electrical System-related Pieces such as lightning protection, generators, and emergency lighting			Please fill in category																
Equipment	Equipment related to the function of the facility, including maintenance or vehicle service equipment, not including supplies			Please fill in category																

**EXHIBIT A-5  
SUMMARY OF OCTA FACILITIES RATINGS**

## SUMMARY OF OCTA FACILITIES OVERALL RATINGS

PROPERTY: ANAHEIM BUS BASE  
ADDRESS:

No.	<u>FACILITIES</u>	<u>Overall Condition Rating</u>
1	Site	
2	Maintenance Building	
3	Operations Building	
4	Fuel & Service Building	
5	Brake Check Building	
6	Bus Major Cleaning Station	
7	Bus Wash - Steam Cleaning Building	
8	CNG Facility	
9	Parking Structure	

PROPERTY: GARDEN GROVE BUS BASE  
ADDRESS:

No.	<u>FACILITIES</u>	<u>Overall Condition Rating</u>
1	Site	
2	Maintenance Building	
3	Operations Building	
4	Tire Shop	
5	Fuel & Service Building	
6	Brake Check Building	
7	Vehicle Inspection System (VIS Canopy)	
8	Bus Major Cleaning Station	
9	Bus Wash - Steam Cleaning Building	
10	Facility Maintenance Shop	
11	CNG Facility	

PROPERTY: GARDEN GROVE ANNEX  
ADDRESS:

No.	<u>FACILITIES</u>	<u>Overall Condition Rating</u>
1	Annex Building	

PROPERTY: IRVINE CONSTRUCTION CIRCLE BUS BASE  
ADDRESS:

No.	<u>FACILITIES</u>	<u>Overall Condition Rating</u>
1	Site	
2	Maintenance Building	
3	Operations Building	
4	Fuel & Service Building	
5	Bus Wash Building	

**PROPERTY: IRVINE SAND CANYON BUS BASE**

**ADDRESS:**

<b>No.</b>	<b>FACILITIES</b>	<b>Overall Condition Rating</b>
1	Site	
2	Maintenance Building	
3	Operations Building	
4	Fuel & Service Building	
5	CMU Equipment/Fueling Support Building	
6	Brake Check Building	
7	Bus Major Cleaning Station	
8	Bus Wash - Steam Cleaning Building	
9	Part Storage	
10	CNG Facility	

**PROPERTY: SANTA ANA BUS BASE**

**ADDRESS:**

<b>No.</b>	<b>FACILITIES</b>	<b>Overall Condition Rating</b>
1	Site	
2	Maintenance Building	
3	Operations Building	
4	Fuel/Brake/Tire Repair Building	
5	Bus Major Cleaning Station	
6	Bus Wash/Brake Dyno Building	
7	Bus Wash Canopy	
8	Storage Building	
9	Lot Monitoring Building	
10	CNG Facility	
11	Hydrogen Fueling Station	

**PROPERTY: FULLERTON TRANSPORTATION CENTER**

**ADDRESS:**

<b>No.</b>	<b>FACILITIES</b>	<b>Overall Condition Rating</b>
1	Site	
2	Bus Dock Canopy Structure #1	
3	Bus Dock Canopy Structure #2	

**PROPERTY: GOLDEN WEST TRANSPORTATION CENTER**

**ADDRESS:**

<b>No.</b>	<b>FACILITIES</b>	<b>Overall Condition Rating</b>
1	Site	
2	6 Glass Enclosed Passenger Waiting Areas	
3	Restroom Building	

**PROPERTY: GOLDEN WEST TRANSPORTATION CENTER - ADDITIONAL PARKING LOT**

**ADDRESS:**

<b>No.</b>	<b>FACILITIES</b>	<b>Overall Condition Rating</b>
1	Site	

PROPERTY: LAGUNA BEACH TRANSPORTATION CENTER

ADDRESS:

No.	FACILITIES	Overall Condition Rating
1	Site	
2	Passenger Canopy Structure	

PROPERTY: LAGUNA HILLS TRANSPORTATION CENTER

ADDRESS:

No.	FACILITIES	Overall Condition Rating
1	Site	
2	Passenger and Bus Dock Cover Structure	
3	Restroom Building	

PROPERTY: NEWPORT TRANSPORTATION CENTER

ADDRESS:

No.	FACILITIES	Overall Condition Rating
1	Site	
2	5 Passenger Canopy Structures	
3	Restroom Building	

PROPERTY: BREA PARK-AND-RIDE

ADDRESS:

No.	FACILITIES	Overall Condition Rating
1	Site	

PROPERTY: FULLERTON PARK-AND-RIDE

ADDRESS:

No.	FACILITIES	Overall Condition Rating
1	Site	
2	Restroom Building #1	
3	Restroom Building #2	
4	Passenger Canopy Structure	

**EXHIBIT A-6  
20-YEAR TERM EXPENDITURE RESERVE REPORT**

EXHIBIT A-6  
20-YEAR TERM EXPENDITURE RESERVE REPORT  
2022 FACILITY CONDITION ASSESSMENT  
Summary

[illegible]



**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: ANAHEIM BUS BASE**

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

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: GARDEN GROVE BUS BASE**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: GARDEN GROVE ANNEX BUILDING**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: IRVINE CONSTRUCTION CIRCLE BUS BASE**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

PROPERTY: IRVINE SAND CANYON BUS BASE

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: SANTA ANA BUS BASE**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: FULLERTON TRANSPORTATION CENTER**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: GOLDEN WEST TRANSPORTATION CENTER**

**ADDRESS:**

[illegible]



**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: GOLDEN WEST TRANSPORTATION CENTER - ADDITIONAL PARKING LOT**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: LAGUNA BEACH TRANSPORTATION CENTER**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: LAGUNA HILLS TRANSPORTATION CENTER**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: NEWPORT TRANSPORTATION CENTER**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: BREA PARK AND RIDE**

**ADDRESS:**

[illegible]

**RFP-1-3695  
SCOPE OF WORK  
EXHIBIT A-6**

**PROPERTY: FULLERTON PARK AND RIDE**

**ADDRESS:**

[illegible]

**EXHIBIT A-7  
FTA FORM A-15 - 2018 DATA**

NTD ID	90036
Reporter Name	Orange County Transportation Authority
Report	2020 (Revision: 4)

## Transit Asset Management Facilities Inventory (A-15)

ID	Name	Section of Larger Facility?	Street	City	State	Zip	Lat	Long	Condition Assessment	Est. Date of Condition Assessment	Primary Mode	Non- Agency Mode	Secondary Modes	Private Mode	Facility Type	Year Built or Reconstructed as New	SqFt	Parking Spaces	Transit Agency Capital Responsibility (%)	Notes



## Transit Asset Management Facilities Inventory (A-15)

RFP-1-3695

SCOPE OF WORK  
EXHIBIT A-7

ID	Name	Section of Larger Facility?	Street	City	State	Zip	Lat	Long	Condition Assessment	Est. Date of Condition Assessment	Primary Mode	Non-Agency Mode	Secondary Modes	Private Mode	Facility Type	Year Built or Reconstructed as New	SqFt	Parking Spaces	Transit Agency Capital Responsibility (%)	Notes
3099	Parking Structure	false	1717 East Via Burton	Anaheim	CA	92806	33.857310	-117.889567	4	2/15/2018	MB		CB		Parking Structure	1983		235	100.00	
3100	Maintenance Building	false	1717 East Via Burton	Anaheim	CA	92806	33.857303	-117.892348	3	2/13/2018	MB		CB		General Purpose Maintenance Facility/Depot	1983	47,000		100.00	
3101	Operations Building	false	1717 East Via Burton	Anaheim	CA	92806	33.857299	-117.892155	4	2/13/2018	MB		CB		Other, Administrative & Maintenance (describe in Notes)	1983	11,600		100.00	Bus Base Operations building
3102	Fuel and Service Building	false	1717 East Via Burton	Anaheim	CA	92806	33.857503	-117.891541	3	2/14/2018	MB		CB		Vehicle Fueling Facility	1983	4,500		100.00	
3103	Brake Check Building	false	1717 East Via Burton	Anaheim	CA	92806	33.857572	-117.891981	3	2/14/2018	MB		CB		Maintenance Facility (Service and Inspection)	1983	3,500		100.00	
3104	Bus Major Cleaning Station	false	1717 East Via Burton	Anaheim	CA	92806	33.857421	-117.892271	4	2/14/2018	MB		CB		Vehicle Washing Facility	1983	5,400		100.00	
3105	Bus Wash/Steam Cleaning Building	false	1717 East Via Burton	Anaheim	CA	92806	33.857421	-117.892271	3	2/14/2018	MB		CB		Vehicle Washing Facility	1983	4,600		100.00	
3106	CNG Facility	false	1717 East Via Burton	Anaheim	CA	92806	33.857857	-117.891852	4	2/14/2018	MB		CB		General Purpose Maintenance Facility/Depot	2008	5,800		100.00	
3107	Site	false	1717 East Via Burton	Anaheim	CA	92806	33.857310	-117.889567	3	2/15/2018	MB		CB		Surface Parking Lot	1983		282	100.00	
3108	Maintenance Building	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.765222	-117.922691	3	11/15/2017	MB		CB		General Purpose Maintenance Facility/Depot	1977	39,193		100.00	
3109	Operations Building	false	11800 Woodbury Rd.	Garden Grove	CA	92843	33.764584	-117.923703	4	11/16/2017	MB		CB		Other, Administrative & Maintenance (describe in Notes)	1977	9,300		100.00	Bus Operations building
3110	Site	false	11790 Cardinal Cir. & 11800 Woodbury Rd.	Garden Grove	CA	92843	33.764716	-117.924057	4	1/22/2018	MB		CB		Surface Parking Lot	1977		729	100.00	
3111	Annex	false	11800 Woodbury Rd.	Garden Grove	CA	92843	33.765222	-117.922691	3	1/23/2018	MB		CB		Other, Administrative & Maintenance (describe in Notes)	1987	20,000		100.00	Central Communications and Transit Police

## Transit Asset Management Facilities Inventory (A-15)

RFP-1-3695

SCOPE OF WORK

EXHIBIT A-7

ID	Name	Section of Larger Facility?	Street	City	State	Zip	Lat	Long	Condition Assessment	Est. Date of Condition Assessment	Primary Mode	Non-Agency Mode	Secondary Modes	Private Mode	Facility Type	Year Built or Reconstructed as New	SqFt	Parking Spaces	Transit Agency Capital Responsibility (%)	Notes
3112	Tire Shop	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.765038	-117.926313	3	1/24/2018	MB			CB	Maintenance Facility (Service and Inspection)	1977	3,100		100.00	
3113	Fuel and Service Building	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.764301	-117.923783	3	1/24/2018	MB			CB	Vehicle Fueling Facility	1977	3,450		100.00	
3114	Brake Check Building	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.764243	-117.924218	3	1/24/2018	MB			CB	Maintenance Facility (Service and Inspection)	1977	2,550		100.00	
3115	Vehicle Inspection System Canopy	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.764210	-117.924331	4	1/24/2018	MB			CB	Maintenance Facility (Service and Inspection)	2017	985		100.00	
3116	Bus Major Cleaning Station	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.764212	-117.924612	3	1/24/2018	MB			CB	Vehicle Washing Facility	1996	3,500		100.00	
3117	Bus Wash/Steam Cleaning Building	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.764212	-117.924612	3	1/24/2018	MB			CB	Vehicle Washing Facility	1977	4,800		100.00	
3118	Facilities Maintenance Shop	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.764493	-117.924775	4	1/24/2018	MB			CB	General Purpose Maintenance Facility/Depot	1977	1,300		100.00	
3119	CNG Facility	false	11790 Cardinal Cir.	Garden Grove	CA	92843	33.764454	-117.923393	4	1/26/2018	MB			CB	Vehicle Fueling Facility	2010	6,495		100.00	
3120	Maintenance Building	false	16281 Construction Cir. West	Irvine	CA	92606	33.696145	-117.823557	3	2/15/2018	DR				General Purpose Maintenance Facility/Depot	2001	16,350		100.00	
3121	Operations Building	false	16281 Construction Cir. West	Irvine	CA	92606	33.695855	-117.823621	3	2/15/2018	DR				Other, Administrative & Maintenance (describe in Notes)	2001	15,000		100.00	Bus Base Operations building
3122	Fuel and Service Building	false	16281 Construction Cir. West	Irvine	CA	92606	33.695663	-117.823189	3	2/15/2015	DR				Vehicle Fueling Facility	2001	4,200		100.00	
3123	Bus Wash Building	false	16281 Construction Cir. West	Irvine	CA	92606	33.695389	-117.822952	3	2/15/2018	DR				Vehicle Washing Facility	2001	1,500		100.00	
3124	Site	false	16281 Construction Cir. West	Irvine	CA	92606	33.695435	-117.822656	4	2/15/2018	DR				Surface Parking Lot	2001		557	100.00	
3125	Maintenance Building	false	14736 Sand Canyon Rd.	Irvine	CA	92618	33.679106	-117.755011	3	2/13/2018	MB			CB	General Purpose Maintenance Facility/Depot	1976	45,600		100.00	
3126	Operations Building	false	14736 Sand Canyon Rd.	Irvine	CA	92618	33.679106	-117.755011	3	2/14/2018	MB			CB	Other, Administrative & Maintenance (describe in Notes)	1999	8,200		100.00	Bus Base Operations building
3127	Fuel and Service Building	false	14736 Sand Canyon Rd.	Irvine	CA	92618	33.678034	-117.755061	3	2/14/2018	MB			CB	Vehicle Fueling Facility	1976	3,150		100.00	

ID	Name	Section of Larger Facility?	Street	City	State	Zip	Lat	Long	Condition Assessment	Est. Date of Condition Assessment	Primary Mode	Non-Agency Mode	Secondary Modes	Private Mode	Facility Type	Year Built or Reconstructed as New	SqFt	Parking Spaces	Transit Agency Capital Responsibility (%)	Notes
3128	Masonry Building	false	14736 Sand Canyon Rd.	Irvine	CA	92618	33.678179	-117.754849	3	2/14/2018	MB		CB		Heavy Maintenance & Overhaul (Backshop)	1976	350		100.00	
3129	Brake Check Building	false	14736 Sand Canyon Rd.	Irvine	CA	92618	33.678286	-117.754720	4	2/14/2018	MB		CB		Maintenance Facility (Service and Inspection)	1981	3,600		100.00	
3130	Bus Major Cleaning Station	false	14736 Sand Canyon Rd.	Irvine	CA	92618	33.678670	-117.754533	3	2/14/2018	MB		CB		Vehicle Washing Facility	1976	5,000		100.00	
3131	Bus Wash/Steam Cleaning Building	false	14736 Sand Canyon Rd.	Irvine (Canyon)	CA	92618	33.678670	-117.754533	3	2/14/2018	MB		CB		Vehicle Washing Facility	1976	3,600		100.00	
3132	Parts Storage Building	false	14736 Sand Canyon Rd.	Irvine (Canyon)	CA	92618	33.679059	-117.754203	4	2/14/2018	MB		CB		Other, Administrative & Maintenance (describe in Notes)	1998	2,500		100.00	Parts Storage
3133	Site	false	14736 Sand Canyon Rd.	Irvine (Canyon)	CA	92618	33.678853	-117.755324	3	2/13/2018	MB		CB		Surface Parking Lot	1976		490	100.00	
3134	CNG Area	false	14736 Sand Canyon Rd.	Irvine (Canyon)	CA	92618	33.677926	-117.755396	4	6/20/2018	MB		CB		Vehicle Fueling Facility	2008	3,600		100.00	
3135	Maintenance Building	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.704017	-117.925684	3	3/1/2018	MB		CB		General Purpose Maintenance Facility/Depot	2005	96,450		100.00	
3136	Operations Building	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.703541	-117.925622	3	3/1/2018	MB		CB		Other, Administrative & Maintenance (describe in Notes)	2005	11,900		100.00	Bus Base Operations building
3137	Fuel/Break/Tire Repair Building	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.703884	-117.926173	3	2/28/2018	MB		CB		General Purpose Maintenance Facility/Depot	2005	18,600		100.00	
3138	Bus Major Cleaning Station	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.703516	-117.927036	4	2/28/2018	MB		CB		Vehicle Washing Facility	2005	6,100		100.00	
3139	Bus Wash Building	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.703971	-117.926822	3	2/28/2018	MB		CB		Vehicle Washing Facility	2005	8,400		100.00	
3140	Storage Building	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.703746	-117.924331	4	2/28/2018	MB		CB		Other, Administrative & Maintenance (describe in Notes)	2005	2,750		100.00	Parts Storage
3141	Site	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.702185	-117.925813	4	3/2/2018	MB		CB		Surface Parking Lot	2005		707	100.00	
3142	CNG Facility	false	4301 W. MacArthur Blvd.	Santa Ana	CA	92704	33.703610	-117.926079	3	3/2/2018	MB		CB		Vehicle Fueling Facility	2007	8,000		100.00	
3143	Fullerton Transportation Center	false	123 S. Pomona Ave.	Fullerton	CA	92833	33.870150	-117.922094	3	1/25/2018	MB		CB		Bus Transfer Center	1983	2,958		100.00	

## Transit Asset Management Facilities Inventory (A-15)

RFP-1-3695

SCOPE OF WORK  
EXHIBIT A-7

ID	Name	Section of Larger Facility?	Street	City	State	Zip	Lat	Long	Condition Assessment	Est. Date of Condition Assessment	Primary Mode	Non-Agency Mode	Secondary Modes	Private Mode	Facility Type	Year Built or Reconstructed as New	SqFt	Parking Spaces	Transit Agency Capital Responsibility (%)	Notes
3144	Golden West Transportation Center Site	false	7301 Center Ave.	Huntington Beach	CA	92803	33.734791	-117.999569	3	2/21/2018	MB		CB		Bus Transfer Center	1994		140	100.00	
3145	Golden West Transportation Center Restroom	false	7301 Center Ave.	Huntington Beach	CA	92803	33.734791	-117.999569	3	2/21/2018	MB		CB		Other, Passenger or Parking (describe in Notes)	1994	561		100.00	Public Restroom Building
3146	Golden West Additional Lot	false	7401 Center Ave.	Huntington Beach	CA	92803	33.733947	-117.998905	4	2/26/2018	MB		CB		Surface Parking Lot	2016		205	100.00	
3147	Laguna Beach Transportation Center	false	375 Broadway St.	Laguna Beach	CA	92651	33.545257	-117.783084	4	2/8/2018	MB				Bus Transfer Center	1982	100,188		100.00	
3148	Laguna Hills Transportation Center Site	false	24282 Calle De Los Caballeros	Laguna Hills	CA	92653	33.607449	-117.705832	3	2/16/2018	MB				Surface Parking Lot	1988		176	100.00	
3149	Laguna Hills Transportation Center Building	false	24282 Calle De Los Caballeros	Laguna Hills	CA	92653	33.607449	-117.705832	4	2/16/2018	MB		CB		Bus Transfer Center	1988	100,188		100.00	
3150	Newport Transportation Center Site	false	1550 Avocado Ave.	Newport Beach	CA	92660	33.614698	-117.868388	3	2/21/2018	MB				Surface Parking Lot	1991		85	100.00	
3151	Newport Transportation Center Restroom	false	1550 Avocado Ave.	Newport Beach	CA	92660	33.614698	-117.868388	3	2/21/2018	MB		CB		Other, Passenger or Parking (describe in Notes)	1991	5,585		100.00	Public Restroom Building
3152	Brea Park and Ride	false	Lambert Rd. & 57 Freeway	Brea	CA	92821	33.925425	-117.881613	4	1/25/2018	CB				Surface Parking Lot	1989		88	100.00	
3153	Fullerton Park and Ride	false	3000 W. Orangethrope Av.	Fullerton	CA	92833	33.858963	-117.979286	3	2/14/2018	MB		CB		Surface Parking Lot	1981		935	100.00	
3154	Fullerton Park and Ride Restroom	false	3000 W. Orangethrope Av.	Fullerton	CA	92833	33.858963	-117.979286	3	2/14/2018	MB		CB		Other, Passenger or Parking (describe in Notes)	1981	1,500		100.00	Public Restroom Building

**EXHIBIT B: COST AND PRICE FORMS**

PRICE SUMMARY SHEET**REQUEST FOR PROPOSALS (RFP) 1-3695**

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

<b>TASK</b>	<b>FIRM-FIXED PRICE</b>
1. Project Administration/Management and Schedule	\$
2. Implement and Maintain Quality Assurance/ Quality Control	\$
3. Perform Facility Condition Assessment	\$
<b>Total Firm-Fixed Price:</b>	<b>\$</b> _____

- I acknowledge receipt of **RFP 1-3695** and Addenda No.(s)\_\_\_\_\_.
- This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum of 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

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

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

**EXHIBIT C: PROPOSED AGREEMENT**

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**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**WHEREAS**, AUTHORITY requires assistance from CONSULTANT to conduct a facility condition assessment and rating of AUTHORITY's transit facility assets, and

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

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

**ARTICLE 1. COMPLETE AGREEMENT**

/



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

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK**

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

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

**Names**

**Functions**

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

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

**ARTICLE 4. TERM OF AGREEMENT**

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

**ARTICLE 5. PAYMENT**

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

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

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Administration/Management and Schedule	.00
2	Implement and Maintain Quality Assurance/Quality Control	.00
3	Perform Facility Condition Assessment	.00
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b>.00</b>

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY

1 may decline to make full payment for any task listed in paragraph B of this Article until such time as  
2 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully  
3 completed all work required under the task. AUTHORITY's payment in full for any task completed shall  
4 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final  
5 acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

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

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

- 22 1. Agreement No. C- 1-3695;
- 23 2. Specify the task number for which payment is being requested;
- 24 3. The time period covered by the invoice;
- 25 4. Total monthly invoice (including project-to-date cumulative invoice amount); and  
26 retention;

5. Monthly Progress Report;

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

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

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. NOTICES**

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Venita Anderson

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5427

Email:

Email: vanderson@octa.net

Cc: George Olivo

Title: Program Manager

Phone (714) 560-5872

Email: golivo@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

**ARTICLE 9. INSURANCE**

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

/

/

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

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

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

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

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

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

18       C. CONSULTANT shall include on the face of the certificate of insurance the Agreement  
19       Number C- 1-3695; and, the Contract Administrator's Name, Venita Anderson.

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

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

25       /

26       /

1           **ARTICLE 10. ORDER OF PRECEDENCE**

2           Conflicting provisions hereof, if any, shall prevail in the following descending order of  
3 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of  
4 RFP 1-3695;(3) CONSULTANT's proposal dated October 13, 2021; (4) all other documents, if any,  
5 cited herein or incorporated by reference.

6           **ARTICLE 11. CHANGES**

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

15           **ARTICLE 12. DISPUTES**

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

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

**ARTICLE 13. TERMINATION**

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

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

**ARTICLE 14. INDEMNIFICATION**

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

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**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

<b><u>Subcontractor Name/Addresses</u></b>	<b><u>Subcontractor Amounts</u></b>
	.00
	.00

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

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

**ARTICLE 17. CONFLICT OF INTEREST**

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

**ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

**ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national

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

**ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

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

**ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

**ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

**ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

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

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

#### **ARTICLE 27. FORCE MAJEURE**

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

#### **ARTICLE 28. HEALTH AND SAFETY REQUIREMENT**

CONSULTANT shall comply with all the requirements set forth in Exhibit E, Level 1 Safety Specifications.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C- 1-3695 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

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

Darrell E. Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

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

James M. Donich  
General Counsel

APPROVED:

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

James G. Beil, PE  
Executive Director, Capital Programs

**EXHIBIT D: FORMS**



**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

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

Is Contributor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Andrew Do, Chairman**

**Mark A. Murphy, Vice Chairman**

**Lisa A. Bartlett, Director**

**Doug Chaffee, Director**

**Barbara Delgleize, Director**

**Katrina Foley, Director**

**Brian Goodell, Director**

**Patrick Harper, Director**

**Michael Hennessey, Director**

**Gene Hernandez, Director**

**Steve Jones, Director**

**Joseph Muller, Director**

**Tam Nguyen, Director**

**Vicente Sarmiento, Director**

**Tim Shaw, Director**

**Harry S. Sidhu, Director**

**Donald P. Wagner, Director**

**EXHIBIT E: SAFETY SPECIFICATIONS**

## **LEVEL 1 SAFETY SPECIFICATIONS**

### **PART I – GENERAL**

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

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

#### **1.2 HAZARD COMMUNICATION**

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.

- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

### **1.3 ACCIDENT INVESTIGATION**

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

### **1.4 PERSONAL PROTECTIVE EQUIPMENT**

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

**END OF SECTION**



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

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

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

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

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

Check one:

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

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

Complete Description of Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area Below Reserved for Authority Use Only:

\_\_\_\_\_

\_\_\_\_\_