

**INVITATION FOR BIDS (IFB) 2-2924**

# **ON-CALL ELECTRICAL SERVICES**



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

**Key IFB Dates**

<b>Issue Date:</b>	<b>January 31, 2023</b>
<b>Question Submittal Date:</b>	<b>February 7, 2023</b>
<b>Bid Submittal Date:</b>	<b>February 21, 2023</b>

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January 31, 2023

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)  
IFB 2-2924: "ON-CALL ELECTRICAL SERVICES"**

**TO: ALL BIDDERS**

**FROM: CONTRACTS ADMINISTRATION AND MATERIALS  
MANAGEMENT DEPARTMENT**

The Orange County Transportation Authority (Authority) invites bids from qualified contractors for On-Call Electrical Services.

The budget for this effort is \$240,000 for a two (2)-year term.

**Please note that by submitting a Bid, Bidder certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Bid. In submitting a Bid, all Bidders agree to comply with all economic sanctions imposed by the State or U.S. Government.**

**Bids must be received in the Authority's office at or before 12:00 p.m. on February 21, 2023.**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Monique Touch, Sr. Contracts Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management**

**P.O. Box 14184  
Orange, California 92863-1584  
Attention: Monique Touch, Sr. Contracts Administrator**

**Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. box listed above. Bids are considered received once time stamped at the Authority's physical address.**

Bids and amendments received after the date and time specified above will be returned to the bidders unopened.

Bidders are advised that due to current health concerns, bid openings will be held via teleconference instead of in-person. Bidders delivering bids at the Authority's office will be able to call in and listen to the public bid opening via Teleconference at the following call-in number: 916-550-9867 Conference ID: 929019427. The bid opening will begin promptly at 12:00 p.m. Callers are requested to dial in and mute the call. Bids are still to be submitted per the instructions of IFB 2-2924. Attendees are advised to complete the sign-in sheet on Exhibit H to this IFB and email it to the undersigned at [mtouch@octa.net](mailto:mtouch@octa.net) no later than noon February 21, 2023. Bidder is responsible for ensuring third-party deliveries arrive at the time and place indicated in this IFB.

Bidders interested in obtaining a copy of this IFB may do so by downloading the IFB from CAMM NET at <https://cammnet.octa.net>.

All bidders 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 IFB, bidders and sub-contractors 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>
Construction	Electrical Contractor
	Construction - Electrical
	Installation
Maintenance Services - Facility	Electrical Services

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

All bidders 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 agreement including the project specifications.

**SECTION I: INSTRUCTIONS TO BIDDERS**

**SECTION I. INSTRUCTIONS TO BIDDERS****A. EXAMINATION OF BID DOCUMENTS**

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

**B. ADDENDA**

Any Authority changes to the requirements will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB 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 IFB as the result of oral instructions. Bidders shall acknowledge receipt of addenda in their bids. Failure to acknowledge receipt of Addenda may cause the bid to be deemed non-responsive to this IFB and be rejected.

**C. AUTHORITY CONTACT**

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

Monique Touch, Sr. Contracts Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560.5083  
Email: mtouch@octa.net

**D. CLARIFICATIONS****1. Examination of Documents**

Should a bidder require clarifications of this IFB, the bidder shall notify the Authority in writing in accordance with Section D. 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 IFB.

**2. Preference for Materials**

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only

brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not "or equal" is added, and the bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth below.

### **3. Submitting Requests**

- a. All questions, clarifications, or comments must be put in writing and must be received by the Authority no later than 5:00 p.m., on February 7, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be the sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.
- d. The following method of delivering written questions is acceptable as long as the questions are received no later than the date and time specified above:

E-mail: [mtouch@octa.net](mailto:mtouch@octa.net)

### **4. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than five (5) calendar days before the scheduled date of bid opening. Bidders 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 Monique Touch, Sr. Contracts Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, bidders and their subcontractors 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:  
Construction

Commodity:  
Electrical Contractor



Construction - Electrical  
Installation  
Maintenance Services - Facility Electrical Services

Inquiries received after 5:00 p.m. on, February 7, 2023, will not be responded to.

**E. BRAND NAMES**

It should be understood that specifying a brand name, components, and/or equipment in this IFB shall not relieve the bidder from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The bidder is responsible for notifying the Authority of any inappropriate brand name, component, and/or equipment substitute for consideration by the Authority.

Brand names and model number, when used, are for the purpose of identifying a standard of requirement and are not to be construed as restricting the procurement to those brand names and model numbers called out. Refer to above Paragraph.

**F. SUBMISSION OF BIDS**

**1. Date and Time**

**Bids must be received in the Authority's office at or before 12:00 p.m. on February 21, 2023.**

Bids received after the above-specified date and time will be returned to bidders unopened.

Bids will be publicly opened in the Authority's Administration and Contracts office at the submission time indicated above.

**2. Address**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Monique Touch, Sr. Contracts Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Monique Touch, Sr. Contracts Administrator**

**Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. box Listed above. Bids are considered received once time stamped at the Authority's physical address.**

**3. Identification of Bids**

Bidder shall submit its bid in a sealed package, addressed as shown above, bearing the bidder's name and address and clearly marked as follows:

**"IFB No. 2-2924: On-Call Electrical Services"**

Bidder shall be entirely responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of unsealed or improperly identified packages. It is the bidder's sole responsibility to see that its bid is received as required.

**4. Acceptance of Bids**

- a. The Authority reserves the right to postpone bid openings for its own convenience.
- b. Bids received and opened by Authority are public information and must be made available to any person upon request.
- c. Submitted bids 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 bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

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

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

**H. JOINT BIDS**

Where two or more firms desire to submit a single bid in response to this IFB, 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**

Bids are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Contractor 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 a bidder in connection with this IFB must be submitted in accordance with the Authority's written procedures.

**K. DELIVERY**

See Scope of Work for Service Locations.

**L. CASH DISCOUNTS**

Cash/payment discounts will not be considered in the evaluation of bids.

**M. APPENDICES**

Information considered by bidder 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. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

**N. HAZARDOUS SUBSTANCES**

**1. CAL-OSHA Requirements**

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Safety Data Sheet (SDS) accompanying the submitted bid.

## **2. South Coast Air Quality Management District (SCAQMD)**

All materials (paints, coatings, inks, solvents, and adhesives) shall comply with the volatile organic compounds (VOC) content requirements of the applicable SCAQMD rules.

## **3. Notice of Hazardous Substances**

Title 8, California Code of Regulations, Section 5194 (e) (c), states that the employer must inform any contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the Authority hereby gives notice to all bidders that the following general categories of hazardous substances are present on the Authority's premises:

- Adhesives, sealant, patching, and coating products
- Antifreezes, coolants
- Cleaners, detergents
- Paints, thinners, solvents
- Pesticides, Petroleum products (diesel and unleaded fuel, oil products)
- Printing, photocopying materials
- Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from the Authority's Safety and Benefits office at (714) 560-5854, and from Safety Data Sheets (SDS) for individual products.

## **4. Hazardous Waste Labels**

Containers containing hazardous substances must be labeled with the following information:

- Identity of hazardous substance-chemical name, not manufacturer or trade name;
- Appropriate health warning relative to health and physical hazard; and
- Name and address of manufacturer or other responsible party. All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather resistant labels or the information should be painted directly on the containers.

## **O. BIDDER'S LICENSING REQUIREMENTS**

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a bid without a license, the bidder shall provide as part of the bid submittal proof

of a valid State of California C-10 Electrical Contractor's license showing the number, class and date of expiration. Furthermore, the bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The bidder shall also certify that all information provided and representations made in the bid are true and correct, and made under penalty of perjury. Bidders shall provide this information on Exhibit G "List of Subcontractors" presented in the IFB. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the bidder nonresponsive to this solicitation and will result in the rejection of the bid.

**P. GENERAL WAGE RATES**

All laborers and mechanics employed by Contractor or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et. Seq.), regardless of any contractual relationship which may be alleged to exist between Contractor or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Wage schedules are available on the internet at [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html). Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed bids. Contractor shall post a copy at each job site at which work hereunder is performed. In addition to the foregoing, Contractor agrees to comply with all other provisions of the Labor Code of the state of California, which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to those provisions for work hours, payroll records and apprenticeship employment and regulation program. Contractor agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

**Q. CONTRACT AWARD**

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB. However, Authority reserves the right to award its total requirements to one bidder, or to apportion those requirements among several bidders, as the Authority may deem to be in its best interests.

**R. AUTHORITY'S RIGHTS**

1. The Authority reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
2. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any bidder responding to this IFB.
3. The Authority reserves the right to issue a new IFB for the project.
4. The Authority reserves the right to postpone the bid opening for its own convenience.
5. Each bid will be received with the understanding that acceptance by the Authority of the bid to provide the goods and services described herein shall constitute a contract between the bidder and Authority which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.
6. The Authority reserves the right to investigate the qualifications of any bidder, and/or require additional evidence of qualifications to perform the work.

**S. PUBLIC RECORDS AND INFORMATION**

Bids received by Authority are considered public information and will be made available to the public if requested to do so.

**T. FORMS**

**1. Status of Past and Present Contracts Form**

Bidder is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this IFB and submit as part of the bid. Bidder 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. 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.

A separate form must be completed for each identified contract. Each form must be signed by the Bidder confirming that the information provided is

true and accurate. Bidder is required to submit one copy of the completed form(s) as part of its bid.

**2. List of Subcontractors Form**

Bidder shall complete Exhibit G, which lists all subcontractors performing work or rendering services in excess of one half of one percent (1/2 of 1%) of the total bid amount per the instructions set forth in Section I "Instructions to Bidders".

**3. Bid Opening Sign-in Sheet**

Bidders are advised that an optional teleconference is available for the bid opening scheduled for February 21, 2023, at 12:00 p.m. Prospective bidders can join or call-in using the following credentials:

- [Click Here to Join Public Bid Opening](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 929 019 427

**The bid opening will begin promptly at 12:00 p.m. Callers are requested to dial in and mute the call.** Attendees are advised to complete the bid opening sign-in sheet in Exhibit G to this IFB and email it to the Senior Buyer at [mtouch@octa.net](mailto:mtouch@octa.net) no later than 10:00 a.m. of bid opening date February 21, 2023.

**SECTION II: SCOPE OF WORK**



**SCOPE OF WORK**  
**ON-CALL ELECTRICAL SUPPORT SERVICES**

**1. General Requirements**

The Orange County Transportation Authority (Authority) requires electrical services from a qualified contractor to provide on-call electrical services for Authority's facilities. The work includes furnishing all labor, parts, equipment, and personnel to perform all electrical repair work and preventive maintenance of all the Authority's electrical distribution and switchgear as requested. All electrical installation, repair, and maintenance must comply with local and national codes and standards including state, county, and municipal requirements, California Occupational Safety and Health Administration (CalOSHA), and National Fire Protection Association (NFPA).

**2. Locations**

The required electrical services may be provided at the following Authority facilities:

Anaheim Base

1717 East Via Burton  
Anaheim, CA 92806

Garden Grove Base

Maintenance Building  
11790 Cardinal Circle  
Garden Grove, CA 92843

Bus Operations and Annex Buildings

11800 Woodbury Road  
Garden Grove, CA 92843

Irvine Base Construction Circle

16281 Construction Circle West  
Irvine, CA 92606

Irvine Base Sand Canyon

Maintenance Building  
14736 Sand Canyon Road  
Irvine, CA 92618

Irvine Base Sand Canyon

Bus Operations Building  
6671 Marine Way  
Irvine, CA 92618

Santa Ana Base

4301 W. MacArthur Boulevard  
Santa Ana, CA 92704

Brea Park and Ride

937 E. Lambert Road  
Brea, CA 92621

Fullerton Park and Ride

3000 W. Orangethorpe Avenue  
Fullerton, CA 92833

Fullerton Transportation Center

123 S. Pomona Avenue  
Fullerton, CA 92832

Golden West Transportation Center

7301 Center Avenue  
Huntington Beach, CA 92647

7401 Center Avenue  
Huntington Beach, CA 92647

Laguna Beach Transportation Center

375 Broadway Street  
Laguna Beach, CA 92651

Laguna Hills Transportation Center

24282 Calle de los Caballeros  
Laguna Hills, CA 92653

Newport Beach Transportation Center

1550 Avocado Avenue  
Newport Beach, CA 92660

**3. Schedule of Work**

- A. Contractor shall coordinate work schedule with the Section Manager of Facilities, or designee, and shall accomplish all work in such a manner as to eliminate lengthy equipment downtime.
- B. Emergency repairs: Contractor shall respond to the site within four (4) hours and shall complete work within twenty-four (24) hours of notification.
- C. Contractor shall be responsible for minimizing interference with Authority operations and shall remove all trash and debris resulting from work before leaving facility.

- D. All services and requirements listed in this scope of work must be available twenty-four (24) hours per day, 365 days per year including evenings, weekends, holidays, and multiple locations simultaneously.

#### **4. License, Certification, and Experience Requirements**

**The Contractor must:**

- A. Be a California State licensed electrician with a current State of California C-10 Electrical Contractor's license.
- B. Meet the requirements set forth in Authority's Level 2 Safety Specifications.
- C. Have a minimum of ten (10) years prior recent experience as a public works and heavy industrial electrical contractor in the State of California.
- D. Have a minimum of ten (10) years recent experience working with medium and low voltage electrical distribution and switchgear (up to 12,000 volts).
- E. Have a minimum of ten (10) years of experience with preventive maintenance of medium voltage electrical distribution equipment and switchgear preventive maintenance.
- F. Possess advanced Allen Bradley programming skills and experience.
- G. Have experience with hazardous materials automation and control, including corrosive, flammable, and combustible materials.
- H. Have recent experience with automated lighting and energy management systems, including large parking lots, large industrial buildings, and office buildings.
- I. Have advanced troubleshooting and repair skills, and experience of industrial equipment and control systems.
- J. Be familiar with and have prior experience with the following: mass flow meters, transmitters, infrared imaging (I2R), process control, methane detection, cathodic protection, silicone controlled relays (SCR's).
- K. Have experience with lighting and heating, ventilation, and air conditioning (HVAC) retrofits for sustainability, including energy management and best practices.

#### **5. List of Preventative Maintenance Tasks**

- A. Perform preventive maintenance shall be performed under de-energized conditions, follow safety procedures in the de-energizing process to ensure safe entry into panels and enclosures.
- B. All torque specifications follow manufacturer's recommendations.
- C. Thoroughly clean room prior to start by removal of dust and debris from floor, walls, and ceilings by use of vacuum cleaners, lint-free rags, and safe cleaning agents (manufacturer approved).

- D. Take baseline thermographic images of panels and equipment under peak operating conditions.
- E. Thoroughly clean all enclosures involved by removing dust, debris, and contaminants from interior and exterior of enclosures, bus bars, wires, breakers, and other components.
- F. Inspect all conductors for galvanic reaction and wear or cracks due to vibration or loose connection.
- G. Inspect insulators for cracks, breakage, and other damage.
- H. Take appropriate (code compliant) measures for proper lug torque and conductor contacts.
- I. Circuit breakers: remove and clean interphase barriers. Check for clean, smooth, properly aligned contacts. Exercise breaker for proper wipe, pressure, and alignment. Where applicable, follow manufacturer's recommended preventive maintenance for circuit breaker devices.
- J. Arc interrupters: clean arc interrupters and check operation of air puffers.
- K. Take thermographic images of panels and equipment after preventive maintenance under peak operating conditions to ensure elimination of loose lug points.
- L. Inspect all system components and make recommendations for repair or replacement of equipment and infrastructure based on findings during preventive maintenance inspections.
- M. Prepare report for the Section Manager of Facilities on work performed, findings, and recommendations for repair or replacement of equipment. Report shall include thermographic photos, and comparative information based on previous one year's performance of electrical distribution equipment. Comparative information shall include information regarding the condition of conductors, connections, level and type of debris/contamination found during cleaning, cooling fans, cabinet structure, transformer degradation, switchgear, peripheral equipment, and wiring. Note: Recommendations made during this phase shall not necessarily result in subsequent "extra" work for the Contractor.

**6. Other jobs that may be requested under this agreement shall include or be related to the following:**

- A. Installation, repair and/or replacement of Authority's electrical components and assemblies. This may include but is not limited to new construction of conduit and wiring, building control panels, and modifying existing circuits.
- B. Programming of Authority's fuel delivery system. Authority's fuel systems are controlled by Allen Bradley PLC5 processors. The large industrial processors require occasional touch ups and modifications. Contractor shall be responsible for the programming and operation of these processors when requested by the Authority.

- C. Programming and electrical support of the flammable gas detection systems. The flammable gas detection systems are a safeguard used at Authority facilities that house and operate vehicles that are powered by methane or hydrogen. These whole-building systems sense methane, or hydrogen set off alarms, and perform other actions to protect buildings from gas build-up and explosion. Contractor shall possess the specialized tools, knowledge, and experience necessary for the troubleshooting, repair, replacement, and maintenance of this equipment as requested.
- D. Calibration and instrumentation including Rosemount, Micro Motion, Hart protocol, etc. The Contractor shall possess the necessary equipment, knowledge, and experience to troubleshoot, repair, replace, and calibrate digital and analog process measurement equipment as requested. This includes the fuel system components that are specialized in measuring and handling cryogenic materials.
- E. Troubleshooting and repair of industrial equipment and controls, including hazardous, corrosive, flammable, and combustible material controls. Authority operates many fuel, lubricant, and coating systems. These systems contain controls and automation that deliver materials from bulk storage to point of use dispensers. Contractor shall possess the necessary equipment, knowledge, and experience to support these functions. Furthermore, many of Authority's other infrastructure and systems contain similar automation and controls.
- F. Diagnose malfunctions/failures to electrical circuits, components and equipment. Contractor is responsible to assist Authority in troubleshooting complex motor control and automation. The Contractor shall be responsible for equipment that directly affects the daily on-time operation of Authority's fleet of transit vehicles.
- G. Experience with lighting, energy management systems, and sustainability programs. Contractor shall possess the necessary equipment, knowledge, and experience to repair or replace lighting components including, but not limited to, lamps, timers, contactors, photo sensors, wiring, conduit, automated systems, and fixtures. The Contractor shall possess the necessary equipment, knowledge, and experience to repair or replace energy management systems including, but not limited to, sustainable measures for lighting management, replacement programs, and austerity measures.
- H. Perform new equipment installations as requested by Authority. On occasion Authority purchases new equipment such as bus hoists, fuel delivery systems, motors, HVAC, LED lighting etc. As requested, the Contractor shall be required to perform installations that are in compliance with all local and national building codes, fire codes, and standards.

## **7. Project Management**

The Section Manager of Facilities shall be Authority's primary contact for Contractor regarding the notification of work, assignment of tasks, time schedules,

and approvals. The Section Manager of Facilities Maintenance shall serve as the Project Manager and shall handle all issues regarding the scope of work and job requirements.

**8. Final Inspection**

The Section Manager of Facilities Maintenance, or designee, shall make a final inspection and verification of service prior to Contractor departing premises. Contractor shall also complete and sign the Verification of Work Form for any work performed (Attachment A).



# VERIFICATION OF WORK

Facilities Maintenance Contractors

- ☐ Administration Building (*Orange*)
- ☐ Anaheim (*Base 6*)
- ☐ Garden Grove (*Base 4*)
- ☐ Irvine Sand Canyon (*Base 7*)
- ☐ Irvine Construction Circle (*Base 2*)
- ☐ Santa Ana (*Base 1*)
- ☐ Brea Park & Ride
- ☐ Fullerton Park & Ride
- ☐ Fullerton Transportation Center
- ☐ Golden West Transportation Center
- ☐ Laguna Beach Transportation Center
- ☐ Laguna Hills Transportation Center
- ☐ Tustin Transportation Center
- ☐ Newport Beach Transportation Center

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

Time In: \_\_\_\_\_

Time Out: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to verify that \_\_\_\_\_ persons were on duty this date and that all services, as called  
Number  
for in the contract were actually performed.

Signed: \_\_\_\_\_  
Contractor's Representative

Verified: \_\_\_\_\_  
OCTA's Representative

**SECTION III: BID PACKAGE**



#### **SECTION IV. BID PACKAGE**

The bidder must complete all the forms identified below. The bid may not contain exceptions to or deviations from the terms or requirements of this IFB.

##### **EXHIBIT A. BID FORM**

The bidder must complete the Bid Form. In addition to providing the lump sum bid, the bidder affirms that the Bid Form statements are true and correct.

##### **EXHIBIT B. PRICE SUMMARY SHEET**

##### **EXHIBIT C. INFORMATION REQUIRED OF BIDDER**

Bidder must provide all the information requested in this form.

##### **EXHIBIT F. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Bidder shall complete and submit Exhibit E, per the instructions set forth in Section I "Instructions to Bidders".

##### **EXHIBIT G. LIST OF SUBCONTRACTORS FORM**

Bidder shall complete and submit Exhibit F, per the instructions set forth in Section I "Instructions to Bidders".

##### **EXHIBIT H. BID OPENING SIGN-IN SHEET**

Bidder shall complete and submit Exhibit G, per the instructions set forth in Section I "Instructions to Bidders".

**EXHIBIT A: BID FORM**

**BID FORM**

INVITATION FOR BIDS NUMBER: 2-2924

DESCRIPTION: ON-CALL ELECTRICAL SERVICES

BIDDER'S NAME AND ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

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

I acknowledge receipt of IFB and Addenda Numbers: \_\_\_\_\_

AUTHORIZED SIGNATURE TO BIND BID: \_\_\_\_\_

PRINT SIGNER'S NAME AND TITLE: \_\_\_\_\_  
\_\_\_\_\_

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

Effective for a two (2)-year term from March 1, 2023 through February 28, 2025, for the Authority's requirements on an "as-needed" basis, with no guaranteed usage as specified in Section III, "Scope of Work." Bidders must bid both years for the services listed in Exhibit B, "Price Summary Sheet" or will be deemed non-responsive. Prices quoted shall remain firm for the term of the Agreement.

All certifications and documents requested herein are attached and properly completed. The following completed licenses, certifications and forms are included in the bid:

1. State of California C-10 Electrical Contractor's License

All freight costs to be included in the bidder's price as the terms shall be F.O.B.

destination.

Enter below the price for each of the items described in the Scope of Work, Section III. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a time-and-expense price contract.

Are there any additional and/or incidental costs necessary in order to fully comply with the procurement of parts? Yes/No

If "yes", please provide a complete and comprehensive listing of all such costs:

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Cash discount allowable \_\_\_\_%\_\_\_\_days: unless otherwise stated, payment terms are: Net 30 days. Cash/payment discounts will not be considered in the evaluation of bids.

This bid shall be in effect for 120 days after the bid close date.

**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**

Enter below the proposed fully burdened labor rates to provide services as specified in Section II, Scope of Work. Labor rates shall include, but is not limited to direct costs, indirect costs, profits, prevailing wage, and any additional incidental cost. Trip and/or fuel surcharges will not be accepted. Contractor agrees to provide On-Call Electrical Services on an as-needed basis to the Authority, at the rate listed in this below.

Description	Est. Hours	Year 1 (3/1/23-2/28/24) Hourly Rate	Year 1 (3/1/23-2/28/24) Extended Price	Year 2 (3/1/24-2/28/24) Hourly Rate	Year 2 (3/1/24-2/28/24) Extended Price
Journeyman Inside wireman (M-F Straight Time) 6:00 a.m. – 5:00 p.m.	500	\$	\$	\$	\$
Journeyman Inside wireman (M-F Over Time) after 5:00 p.m.	5	\$	\$	\$	\$
Journeyman Inside wireman (Holiday/Sat &Sun) after 5:00 p.m.	5	\$	\$	\$	\$
Subtotal			\$		\$

Annual Distribution System and Switchgear Preventive Maintenance as listed in Section III Scope of Work Section 5 List of Tasks	Year 1 Annual Rate	Year 2 Annual Rate
Subtotal	\$	\$
LUMP SUM TOTAL	\$	

All parts shall be billed at cost. Vendor shall provide supporting documentation to confirm the actual cost of all parts. Payments are contingent upon vendor providing proof of cost.

**EXHIBIT C: PROPOSED AGREEMENT**

1 **PROPOSED AGREEMENT NO. C-2-2924**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 \_\_\_\_\_  
6 **THIS AGREEMENT** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective  
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box  
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred  
9 to as "AUTHORITY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide on-call electrical  
12 services; and

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

14 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and experience,  
15 and is capable of performing such services; and

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

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including all exhibits and documents incorporated herein and made  
21 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of  
22 this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations,  
23 understandings and communications. The invalidity in whole or in part of any term or condition of this  
24 Agreement shall not affect the validity of other terms or conditions.

25 B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's  
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or



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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

**Functions**

17  
18 C. No person named in paragraph B of this Article, or his/her successor approved by  
19 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function  
20 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should  
21 the services of any key person become no longer available to CONTRACTOR, the resume and  
22 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
23 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key  
24 person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY  
25 shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications  
26 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 February 28, 2025, unless earlier terminated or extended as provided in this Agreement.

**ARTICLE 5. PAYMENT**

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

B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONTRACTOR's overhead costs, general costs, administrative costs and profit. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as CONTRACTOR has documented to AUTHORITY's satisfaction that CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONTRACTOR's work.

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

1. Agreement No. C-2-2924;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
9. 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 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be Two Hundred Forty Thousand Dollars (\$240,000.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

**ARTICLE 7. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

ATTENTION:

ATTENTION:

Monique Touch  
Sr. Contract Administrator  
(714) 560-5083  
mtouch@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

**ARTICLE 9. INSURANCE**

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

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

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

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

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

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

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

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-2-2924; and, the Senior Contract Administrator's Name, Monique Touch.

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

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

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of IFB 2-2924;  
6 (3) CONTRACTOR's proposal dated \_\_\_\_\_ ; (4) all other documents, if any, cited herein or  
7 incorporated by reference.

8 **ARTICLE 11. CHANGES**

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

17 **ARTICLE 12. DISPUTES**

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

24 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with  
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
26 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any

1 AUTHORITY official or representative on a question of law, which questions shall be settled in  
2 accordance with the laws of the State of California.

3 **ARTICLE 13. TERMINATION**

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

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

19 **ARTICLE 14. INDEMNIFICATION**

20 CONTRACTOR shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,  
21 employees and agents from and against any and all claims (including attorneys' fees and reasonable  
22 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,  
23 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with  
24 the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or  
25 suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless,  
26 and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims

or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

**Subcontractor Name/Addresses**

**Subcontractor Functions**

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

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



**ARTICLE 17. CONFLICT OF INTEREST**

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

**ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

**ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that

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

**ARTICLE 22. PROHIBITED INTERESTS**

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

**ARTICLE 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 CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

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

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by

1 AUTHORITY, except as necessary for the performance of services under this Agreement. All press  
2 releases, including graphic display information to be published in newspapers, magazines, etc., are to be  
3 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

4 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

25 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

26 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,

1 photographs, tapes, software, software design documents, including without limitation source code,  
2 binary code, all media, technical documentation and user documentation, photoprints and other graphic  
3 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
4 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction  
5 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no  
6 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject  
7 to the provisions of the Freedom of Information Act, 5 USC 552.

8 B. It is expressly understood that any title to preliminary technical data is not passed to  
9 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,  
10 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the  
11 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given  
12 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
13 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 13, and a price shall be  
14 negotiated for all preliminary data.

15 **ARTICLE 26. GENERAL WAGE RATES**

16 All laborers and mechanics employed by Contractor or subcontractor at any tier working on the  
17 construction site, will be paid unconditionally and not less often than once a week and without any  
18 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or  
19 required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment  
20 computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic  
21 hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current  
22 general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of  
23 Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California,  
24 commencing at Section 1770 et. Seq.), regardless of any contractual relationship which may be alleged  
25 to exist between Contractor or subcontractor and their respective mechanics, laborers, journeypersons,  
26 workpersons, craftspersons or apprentices. Wage schedules are available on the internet at

[http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html). Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed bids. Contractor shall post a copy at each job site at which work hereunder is performed. In addition to the foregoing, Contractor agrees to comply with all other provisions of the Labor Code of the state of California, which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to those provisions for work hours, payroll records and apprenticeship employment and regulation program. Contractor agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

**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**

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

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1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-2-2924 to be  
2 executed as of the date of the last signature below.

3           **CONTRACTOR**

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

5           **ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

7 Georgia Martinez  
8 Department Manager, Contracts and Procurement

9           **APPROVED AS TO FORM:**

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

11 James M. Donich  
12 General Counsel

**EXHIBIT D: INFORMATION REQUIRED OF BIDDER**

**INFORMATION REQUIRED OF BIDDER**

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Telephone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_ E-Mail: \_\_\_\_\_
4. Type of Firm - Individual, Partnership or Corporation: \_\_\_\_\_
5. Corporation organized under the laws of state of: \_\_\_\_\_
6. Contractor's License No.: \_\_\_\_\_ Class \_\_\_\_\_ Years of Experience: \_\_\_\_
7. Expiration Date of License: \_\_\_\_\_
8. Is your firm a certified small business in California? Yes\_\_\_\_ No\_\_\_\_
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:
10. List at least three project references for services rendered in the last two years:

Type of Service/Product	Date Completed	Name and Address of Owner	Contact Name and Phone Number	Total Cost



**EXHIBIT E: SAFETY SPECIFICATIONS**

## **SAFETY SPECIFICATIONS**

### **LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

#### **PART I – GENERAL**

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

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

##### **C. INJURY AND ILLNESS PREVENTION PROGRAM**

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

##### **D. SUBSTANCE ABUSE PREVENTION PROGRAM**

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

##### **E. HAZARD COMMUNICATION PROGRAM**

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

**F. STORM WATER POLLUTION PREVENTION PLAN**

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

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

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. A Job Hazard Analysis (JHA) shall be prepared for the field activities scheduled and signed/dated by the Contractor's project manager and the Contractor's HSE Representative and all employees of the work crew prior to beginning scheduled task.
6. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
7. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by

extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

#### **H. SCOPE PLANNING**

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

#### **I. ORIENTATION**

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

#### **J. TRAFFIC & PARKING**

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

#### **K. GENERAL PROVISIONS**

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

## **1.2 ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.

- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

considered the minimum elements required for a comprehensive incident report provided to OCTA.

- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
  4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

#### 1.5 LANGUAGE REQUIREMENTS

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

**1.6 WARNING SIGNS AND DEVICES**

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

**1.7 REFERENCES**

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

**END OF SECTION**



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

### **STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT G: LIST OF SUBCONTRACTORS FORM**

**LIST OF SUBCONTRACTORS**

List only the subcontractors which will perform work or labor or render services to the Bidder in excess of one-half of one percent of the Bidder's total bid amount. Do not use alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	Specific Description of Work to be Rendered	Type	Dollar Amount
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>TOTAL VALUE OF SUBCONTRACTED WORK</b>				\$

Bidder's Name: \_\_\_\_\_

**EXHIBIT H: BID OPENING SIGN-IN SHEET**

**BID OPENING SIGN-IN SHEET**

**IFB Number: IFB 2-2924**

**IFB Title: "ON-CALL ELECTRICAL SERVICES"**

**Bid Opening Date and Time: February 21, 2023, 12:00 p.m.**

**Name of Attendee:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_