

INVITATION FOR BIDS (IFB) 3-2575

LANDSCAPING SERVICES



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

Key IFB Dates

Issue Date:	May 24, 2023
Question Submittal Date:	May 30, 2023
Bid Submittal Date:	June 15, 2023

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May 24, 2023

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)
IFB 3-2575: "LANDSCAPING SERVICES"**

TO: ALL BIDDERS

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

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide landscaping services. This is a prevailing wage contract.

The estimated budget is \$75,000.00 for a one (1)-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 11:00 a.m. on June 15, 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: Susan M Rosenkranz, Senior Buyer**

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: Susan M Rosenkranz, Senior Buyer**

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 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 the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Maintenance Services - Facility	Landscaping 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 Senior Buyer:

Susan M Rosenkranz, Senior Buyer
Contracts Administration and Materials Management Department
Phone: 714.560.5610
Email: srosenkranz@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 May 30, 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. 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:

Email: srosenkranz@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://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Susan M Rosenkranz, Senior Buyer.

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 the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Maintenance Services - Facility	Landscaping Services

Inquiries received after 5:00 p.m. on, May 30, 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 11:00 a.m. on June 15, 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: Susan M Rosenkranz, Senior Buyer**

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: Susan M Rosenkranz, Senior Buyer**

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. 3-2575 Landscaping 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. 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 California class C27 State Contractor's license showing the number, class and date of expiration. A State of California Department of Pesticide Regulation, Maintenance Gardener Pest Control Business License (MGB) license, a California Department of Pesticide Regulation Qualified Applicator license (QAL) with B Attachment for weeds and pest control. Provide an International Society of Arboriculture Certified Arborist. Provide a licensed horticulture specialist.

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 "List of Subcontractors" under Forms 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. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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 June 15, 2023, at 11:00 a.m. Prospective bidders can join or call-in using the following credentials:

- Call-in Number: **1 (916) 550-9867**
- Conference ID: **584750425#**

The bid opening will begin promptly at 11:00 a.m. Callers are requested to dial in and mute the call. Attendees are advised to complete the bid opening sign-in sheet in Exhibit H to this IFB and email it to the Senior Buyer at srosenkranz@octa.net no later than 10:00 a.m. of bid opening date June 15, 2023.

SECTION II: KEY CONTRACTUAL TERMS

SECTION II. KEY CONTRACTUAL TERMS

The following terms and conditions are highlighted to make bidders aware of the contractual parameters of this procurement.

A. ACCEPTANCE OF ORDER

Bidder will be required to accept a written Agreement or Purchase Order in accordance with and including as a part thereof the published notice of Invitation For Bids, the requirements, conditions and specifications, with no exceptions other than those specifically listed in the written Agreement or Purchase Order.

B. CHANGES

By written notice or order, Authority may, from time to time, make changes including but not limited to drawings, designs, specifications, delivery schedules, property and services furnished by Authority. If any such change causes an increase or decrease in price of this Agreement or Purchase Order or in the time required for its performance, the bidder shall promptly notify Authority thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse the bidder from proceeding immediately with the Agreement or Purchase Order as changed.

C. INVOICE AND PAYMENT

A separate invoice shall be issued for each shipment. Unless otherwise specified in the Agreement or Purchase Order, no invoice shall be issued prior to shipment of goods. Payment due dates, including discount period, will be computed from date of receipt of goods or of correct invoice (whichever is later) to date Authority check is mailed. Any discount taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is specifically disallowed.

D. WARRANTIES

1. Bidder warrants to Authority that, for a period of one (1) year following Authority's inspection and acceptance of each item delivered hereunder, each item shall conform to the requirements hereof and will be free from defects. In addition to other remedies, which may be available, the Authority may, at its option, return any nonconforming or defective items to bidder and/or require correction or replacement of said item at the location of the item when the defect is discovered, all at bidder's risk and expense. If Authority does not require correction or replacement of nonconforming or defective items, bidder shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. Authority's rights hereunder are in addition to, but not

limited by, bidder's standard warranties. Inspection and acceptance of items by Authority, or payment therefore, shall not relieve bidder of its obligations hereunder.

2. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

E. EXCESS REPROCUREMENT LIABILITY

Bidder shall be liable to Authority for all expenses incurred by Authority in reprocurring elsewhere the same or similar items or services offered by bidder hereunder, should bidder fail to perform or be disqualified for failure to meet the terms and conditions set forth herein.

F. PACKING AND SHIPPING

All items shall be prepared for shipment and packed to prevent damage or deterioration and shipped at the lowest transportation rates in compliance with carrier tariffs. All shipments to be forwarded on one day, via one route, shall be consolidated. Each container shall be consecutively numbered, and marked with the herein Agreement or Purchase Order and part numbers. Container and Agreement or Purchase Order numbers shall be indicated on bill of lading. Two copies of packing slips, showing Agreement or Purchase Order number, shall be attached to No. 1 container of each shipment. Items sold F.O.B. origin shall be shipped prepaid. No charges will be paid by Authority for preparation, packing, crating, cartage or freight.

G. TITLE AND RISK OF LOSS

Unless otherwise provided in the Agreement or Purchase Order, bidder shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Agreement or Purchase Order at the F.O.B. point specified herein, and upon such delivery title shall pass from bidder and bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from bidder's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by Authority.

H. NEW MATERIALS

Except as to any supplies and components which this Agreement or Purchase Order specifically provides need not be new, the bidder represents that the supplies and components to be provided under this Agreement or Purchase Order are new and of recent manufacture (not used or reconditioned or recycled, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Agreement or Purchase Order, the bidder believes that the furnishing of supplies or components which are not new is necessary or desirable, bidder shall notify the Authority immediately, in writing,

including the reasons therefore and proposing any consideration which will flow to the Authority if authorization to use such supplies is granted.

I. INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by Authority at destination. Final inspection will be made within a reasonable time after receipt of items hereunder.

Payment will be made within a reasonable time after inspection and formal acceptance of the equipment by the Authority.

J. INDEMNIFICATION

Bidder 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 or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by bidder, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement or Purchase Order.

K. INFRINGEMENT INDEMNITY

In lieu of any other warranty by Authority or bidder against infringement, statutory or otherwise, it is agreed that bidder shall defend at its expense any suit against Authority based on a claim that any item furnished under this Agreement or Purchase Order or the normal use or sale thereof infringes any United States Letters Patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that bidder is notified in writing of the suit and given authority, information and assistance at bidder's expense for the defense of the suit. Bidder, 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 indemnity thereto.

L. SUBCONTRACTORS AND ASSIGNMENTS

Neither this Agreement nor Purchase Order, nor any interest herein, nor any claim hereunder, may be assigned by the bidder either voluntarily or by operation of law, nor may all or substantially all of this Agreement or Purchase Order be further subcontracted by the bidder without the prior written consent of the Authority. No consent shall be deemed to relieve the bidder of its obligations to comply fully with the requirements hereof.

M. DISPUTES

This Agreement or Purchase Order shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California.

Pending final resolution of a dispute hereunder, bidder shall proceed diligently with the performance of this Agreement or Purchase Order.

N. NOTICE OF LABOR DISPUTE

Whenever bidder has knowledge that any actual or potential labor dispute may delay this Agreement or Purchase Order, bidder shall immediately notify and submit all relevant information to Authority. Bidder shall insert the substance of this entire clause in any subcontract hereunder, as to which a labor dispute may delay this Agreement or Purchase Order.

O. AUDIT AND INSPECTION OF RECORDS

Bidder and/or subcontractors shall provide Authority, or other agents of Authority, such access to bidder's and/or subcontractor's accounting books, records, payroll documents and facilities as Authority deems necessary to examine, audit, and inspect all books, records, work data, documents and activities directly related hereto. Bidder shall maintain books, records, data and documents according to generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during bidder's performance hereunder and for a period of four (4) years from the date of final payment by Authority hereunder.

P. PROHIBITED INTEREST

The bidder covenants that, for the term of this agreement, no member, director, officer or employee of the Authority during his/her tenure in office or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Q. RIGHTS IN DATA

Bidder agrees that all data including, but not limited to, drawings, tapes, software, photo prints and other graphic information required to be furnished under this Agreement or Purchase Order, together with any other information presented orally, shall be furnished with unlimited rights and as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement or Purchase Order. Bidder further agrees that all such data are owned by Authority and that bidder shall have no interest or claim thereto, and that said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

R. FEDERAL, STATE AND LOCAL LAWS

Bidder warrants that in the performance of this Agreement or Purchase Order it shall comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations.

S. EQUAL EMPLOYMENT OPPORTUNITY

If awarded an Agreement or Purchase Order resulting from this IFB, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The bidder 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.

T. TERMINATION

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving successful bidder written notice thereof. Upon termination, the Authority may pay the successful bidder allowable costs incurred to date of termination, and those costs deemed reasonably necessary by the Authority to effect such termination. In addition, the Authority may pay the successful bidder a percentage of profit, which relates to Agreement work, accomplished to date of termination, which shall be the date of notice of termination.

The Authority may terminate the Agreement if a federal or state proceeding for the relief of debtors is undertaken by or against the successful bidder or if the successful bidder makes an assignment for the benefit of creditors, or in the event the successful bidder breaches the terms or violates the conditions of the Agreement, and does not within ten (10) days thereafter, cure such breach or violation, the Authority may immediately terminate the Agreement for default. The successful bidder shall be liable for any and all costs incurred by the Authority as a result of such default, including but not limited to reprocurement costs of the same or similar services defaulted by the successful bidder under this Agreement.

U. CONFLICT OF INTEREST

All bidders responding to this IFB 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, a bidder is unable, or potentially unable to render impartial assistance or advice to the Authority; a bidder's objectivity in performing the work identified in the Project Specifications is or might be otherwise impaired; or a bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the bidder's bid.

V. CODE OF CONDUCT

All bidders 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 bidders agree to include these requirements in all of its subcontracts.

SECTION III: SCOPE OF WORK

LANDSCAPING SERVICES SCOPE OF WORK

GENERAL

The Orange County Transportation Authority (Authority) is seeking a qualified Contractor to perform landscaping services for its maintenance and operations bases and transit center facilities. Contractor must furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance at all locations as set forth in these specifications. Each facility will contain one or more components of service as specified in this scope of work. Irrigation maintenance will include operation of systems, adjustments, and minor repairs. All firms are responsible for taking measurements and making calculations prior to submitting a proposal.

LICENSES

Contractor must:

1. Possess a California class C-27 State Contractors license and submit a copy with their bid.
2. Possess a State of California Department of Pesticide Regulation, Maintenance Gardener Pest Control Business License (MGB License) and submit a copy with their bid.
3. Possess a California Department of Pesticide Regulation, Qualified Applicator License (QAL) with B attachment for weeds and pest control and submit a copy with their bid.
4. Possess and maintain through the term of the Agreement, an International Society of Arboriculture Certified Arborist for protection of trees and submit a copy with their bid.
5. Employ tenured horticulture specialists to ensure care in placement of new plants and submit a copy with their bid.

LOCATIONS OF STATED SERVICE

All turf, shrub, and ground cover, xeriscaped and slope cover maintenance areas are estimated and are the responsibility of the contractor to verify.

1. **Santa Ana Maintenance and Operations Base (see Attachment A satellite photo)**

Address: 4301 Mac Arthur Boulevard, Santa Ana, CA 92704

Land: 20.0 Acres

Turf: 43,184 sq. ft.

Shrub and ground cover: 0 sq. ft.

Xeriscaped: 97,112 sq. ft.

Slope cover maintenance: 0 sq. ft.

2. Garden Grove Maintenance and Operation Base Complex (see Attachment B satellite photo) (one contiguous property, two addresses)

Address, Maintenance: 11790 Cardinal Circle, Garden Grove, CA 92843

Address, Operations/Annex: 11800 Woodbury Road, Garden Grove CA 92843

Total Land: 13.6 acres

Turf: 13,946 sq. ft.

Shrub and ground cover: 4,812 sq. ft.

Xeriscaped: 3,336 sq. ft.

Slope cover maintenance: 0 sq. ft.

3. Anaheim Maintenance and Operations Base (see Attachment C satellite photo)

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

Land: 10.5 Acres

Turf: 7,570 sq. ft.

Shrub and ground cover: 0 sq. ft.

Xeriscaped: 0 sq. ft.

Slope cover maintenance: 0 sq. ft.

4. Irvine/ Sand Canyon Maintenance and Operations Base (see Attachment D satellite photo) (one contiguous property, two addresses)

Address, Maintenance: 14736 Sand Canyon Ave, Irvine, CA 92618

Address, Operations: 6671 Marine Way, Irvine, CA 92618

Land: 13.2 Acres

Turf: 42,568 sq. ft.

Shrub and ground cover: 18,018 sq. ft.

Xeriscaped: 0 sq. ft.

Slope cover maintenance: 0 sq. ft.

5. Irvine/ Construction Circle Maintenance and Operations Base (see Attachment E satellite photo)

Address: 16281 Construction Circle West, Irvine, CA 92606

Land: 9.1 Acres

Turf: 0 sq. ft.

Shrub and ground cover: 2,661 sq. ft.

Xeriscaped: 0 sq. ft.

Slope cover maintenance: 0 sq. ft.

6. Newport Beach Transportation Center

Address: 1550 Avocado, Newport Beach, CA 92660

Land: 2.8 acres

Turf: 1,515 sq. ft.

Shrub and ground cover: 25,704 sq. ft.

Xeriscaped: 0 sq. ft.

Slope cover maintenance: 0 sq. ft.

7. Golden West Transportation Center (one contiguous property, two addresses)

Address: 7301 Center Drive, Huntington Beach, CA 92647

Address: 7401 Center Drive, Huntington Beach, CA 92647

Land: 3.1 acres

Turf: 2,555 sq. ft.

Shrub and ground cover: 5,590 sq. ft.

Xeriscaped: 2,400 sq. ft.

Slope cover maintenance: 0 sq. ft.

8. Fullerton Park-and-Ride

Address: 3000 West Orangethorpe Avenue, Fullerton, CA 92833

Land: 11.1 Acres

Turf: 2,000 sq. ft.

Shrub and ground cover: 21,110 sq. ft.

Xeriscaped: 0 sq. ft.

Slope cover maintenance: 0 sq. ft.

9. Laguna Hills Transportation Center

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

Land: 2.3 Acres.

Turf: 3,280 sq. ft.

Shrub and ground cover: 4,198 sq. ft.

Xeriscaped: 0 sq. ft.

Slope cover maintenance: 0 sq. ft.

10. Brea Park-and-Ride

Address: 937 Lambert Road, Brea, CA 92821

Land: .88 Acres

Turf: 0 sq. ft.

Shrub and ground cover: 2,800 sq. ft.

Xeriscaped: 0 sq. ft.

Slope cover maintenance: 2,100 sq. ft.

PLANT MATERIAL

A. Turf maintenance

1. Remove all litter
2. Maintain all turf areas in healthy and attractive condition by weeding, mowing, trimming, edging, and other necessary operations including fertilization, pest control, and replanting or reseeding, as necessary.
3. Mow and edge all turf areas weekly, remove and dispose of all cuttings. Trim around all sprinklers to provide maximum water coverage.
4. Irrigate as necessary and without runoff to maintain proper growth and appearance and conserve water.
5. Maintain lawn areas in a weed-free condition using either manual or chemical methods.
6. Fertilize lawn areas with a slow release, well balanced fertilizer a minimum of two times per year to maintain a lush, green appearance during the months of April and October.

7. Turf areas adjacent to walk, curbs, paved areas, fixtures, and shrub or ground cover areas will be trimmed to maintain a neat appearance. Care will be exercised when using power equipment.
8. Replacing and/or reseeding of all bare spots or weak areas will be done, as necessary.
9. Provide necessary control to rid lawns of gophers and insects.

B. Shrub and ground cover

1. Remove all litter from shrub and ground cover areas.
2. Trim and prune all shrubs and ground cover to maintain a neat and well-groomed natural appearance.
3. Trim edge as necessary to restrict growth from encroaching on walkways and other adjacent areas.
4. Fertilize and amend all shrub beds and annual bedding areas a minimum of two times per year during the months of April and October.
5. Irrigate as necessary and without runoff to maintain proper growth and appearance and conserve water.
6. Maintain shrubs and ground cover areas in a weed-free condition using either manual or chemical methods.
7. Replacing and/or reseeding of all bare spots or weak areas will be done, as necessary.
8. Cultivate and rake clean bare areas at least once a month.
9. Prune all plant material so that all traffic control or other signs are clearly visible.
10. Provide necessary control to rid shrub beds of gophers and insects.

C. Xeriscaped areas

1. Remove litter from mulch beds that is visible from adjacent sidewalks and roads.
2. Visually check vegetation for health and reported any issues to the Authority's Section Manager of Facility Maintenance or designee.

3. Adjust water for season and coverage.

D. Slope cover maintenance

1. Remove all litter from slope areas.
2. Weed-whip, hand pull, or chemically treat weeds at any time they appear on slopes.
3. Irrigate as necessary and without runoff to maintain proper growth and appearance and conserve water.
4. Fertilize all slope areas two times per year during the months of April and October.
5. Provide necessary control to rid slope areas of gophers and insects. (See license requirements.)

IRRIGATION SYSTEMS - CONTROLLERS

1. Adjust the watering schedule equal to the percolation rate each area can receive based on topography, soil type, plant material, season, or climatic factors.
2. Use repeat cycle on controller to eliminate excessive runoff.
3. Hours of scheduled operation will be programmed to minimize disease occurrence of plant material and comply with local regulations.
4. Schedule operation to reduce possible nuisance from sprinkler operation to pedestrians or vehicles.
5. Operation of System - All systems will be personally observed during operation cycle at least once a week to verify effectiveness of sprinkler operations. Contractor will adjust and clean as necessary all sprinkler heads, valves, and pressure reducers to continue operation at maximum efficiency and performance. Sprinkler heads in turf areas will be kept clear of over- growth which may obstruct maximum operation. Sprinkler heads in turf areas shall be inspected and personally observed for proper function after each weekly mow and edge service and repairs made the same day.
6. All labor and material for the repair or replacement of worn or damaged sprinkler heads and risers will be included in the monthly fee.

7. Main lines, branch lines, valves, controllers, and timers to be replaced or repaired will be considered “Extra work” and billed accordingly.

CLEAN-UP AND WASTE REMOVAL

1. Contractor will remove and dispose of all debris resulting from the maintenance operations. All grass clippings deposited on roadways or walks will be picked up after each mowing or trimming operation.
2. All debris resulting from any of Contractor’s operations will be removed and disposed of in a legal disposal site. No debris will be allowed to remain at the end of the workday.
3. Contractor shall report the final disposition of all green waste diverted from landfilling by weight or volume per specific property address on each monthly invoice. Contractor shall indicate where green waste was taken for proper handling, recycling and/or disposal.
4. All walkways, lawns, and planters will be cleaned of debris and trash.
5. Contractor will check landscape areas for vandalism, broken tree branches, pests, etc. Any problem will be reported to the Authority’s Section Manager of Facility Maintenance or designee.

WEED CONTROL OF PAVED SURFACES

Contractor will be responsible weekly for removing weeds, including sidewalks, parking stalls, curbs, hardscape, and gutters.

DRAINAGE SYSTEMS

Maintain all drainage systems free of silt, litter, overgrowth, or other collected debris at all times. A complete check of the entire drain system will be done on a semi-annual basis to ensure proper drainage.

MULCH REPLACEMENT

Contractor will calculate into the cost of each facility, an annual mulch replacement (where applicable) and installed in the month of May at each facility with the exception the Santa Ana Base. Santa Ana Base’s mulch replacement date shall be determined by the Authority’s Section Manager of Facilities Maintenance or his designee. Proposed mulch material will be subject to approval by the Section Manager of Facilities Maintenance.

OTHER SPECIFICATIONS

1. Prior to commencement of work a premobilization meeting will take place between the Authority and the Contractor. Additional information will be discussed including site safety (see attached safety specification Attachment F), emergency contacts, and acceptable work practices.
2. Contractor employees will wear a company shirt or other highly recognizable, distinguishable outer garment at all times while on Authority premises.

CHEMICALS

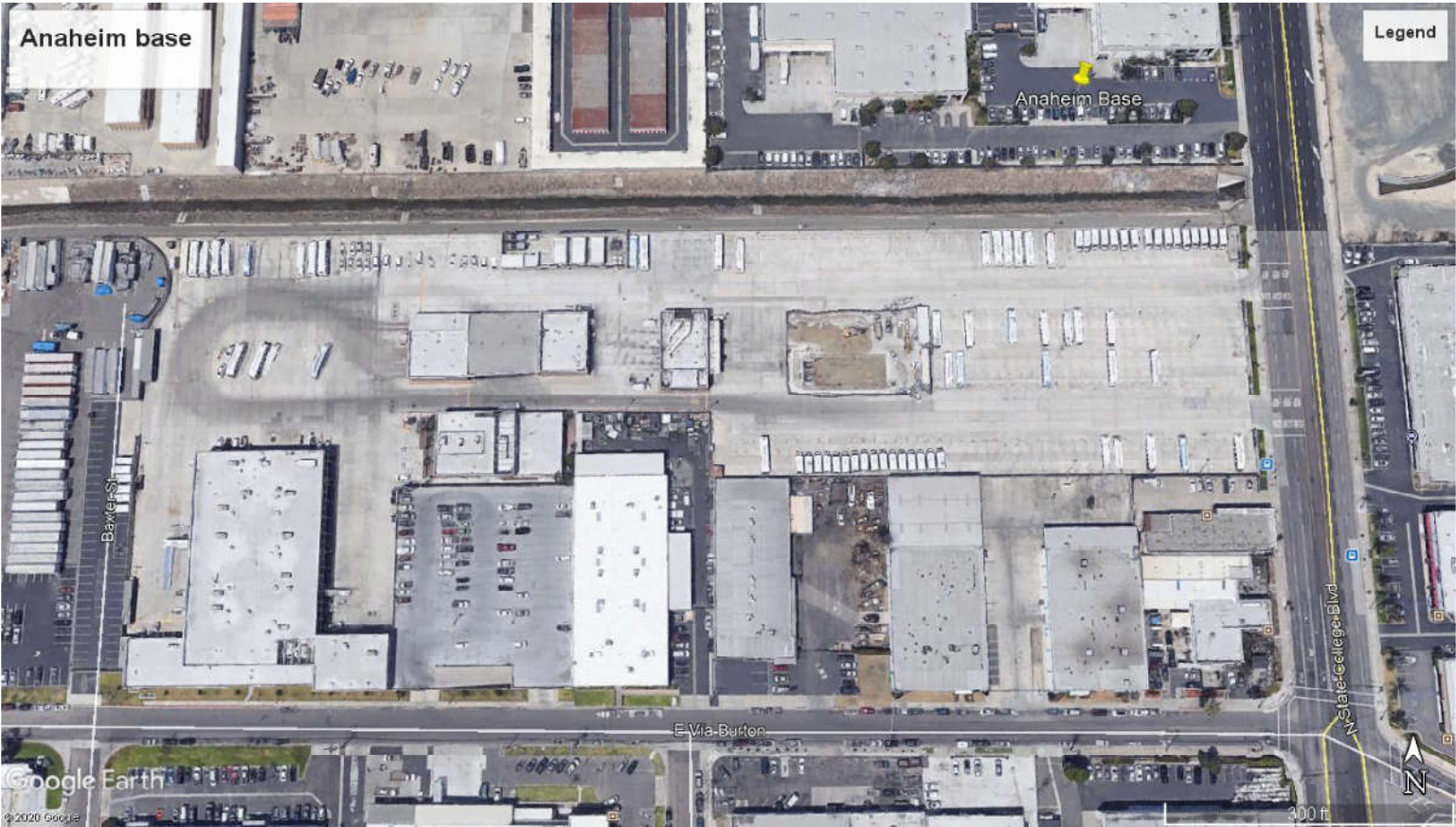
1. Contractor will provide to the Section Manager of Facilities, a Safety Data Sheet (SDS) for all chemicals used in advance of their application.
2. Section Manager of Facility Maintenance or designee will be notified at least one (1) week in advance of the time set for application of any chemicals so that an OCTA representative may witness the application.

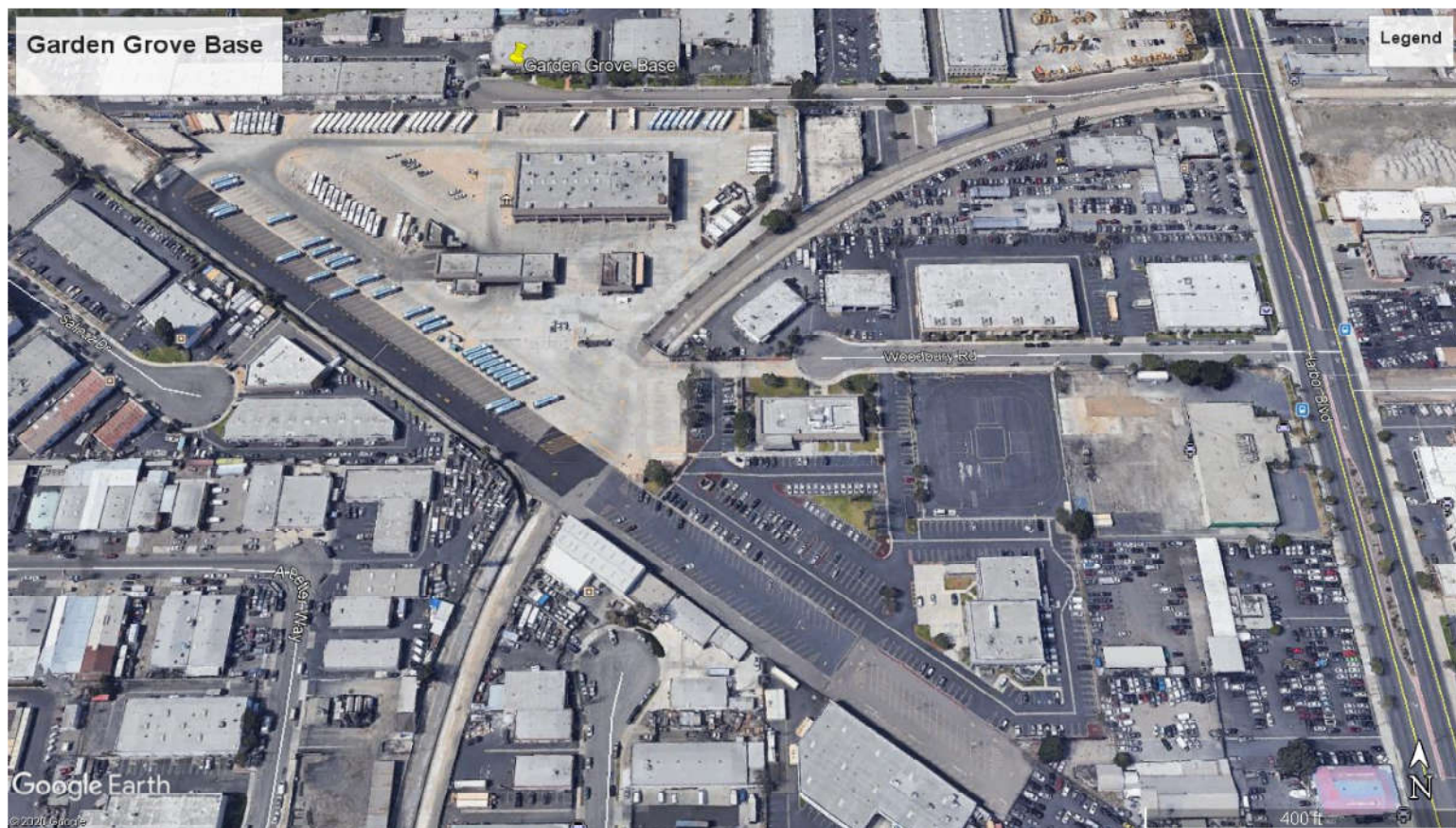
COORDINATION

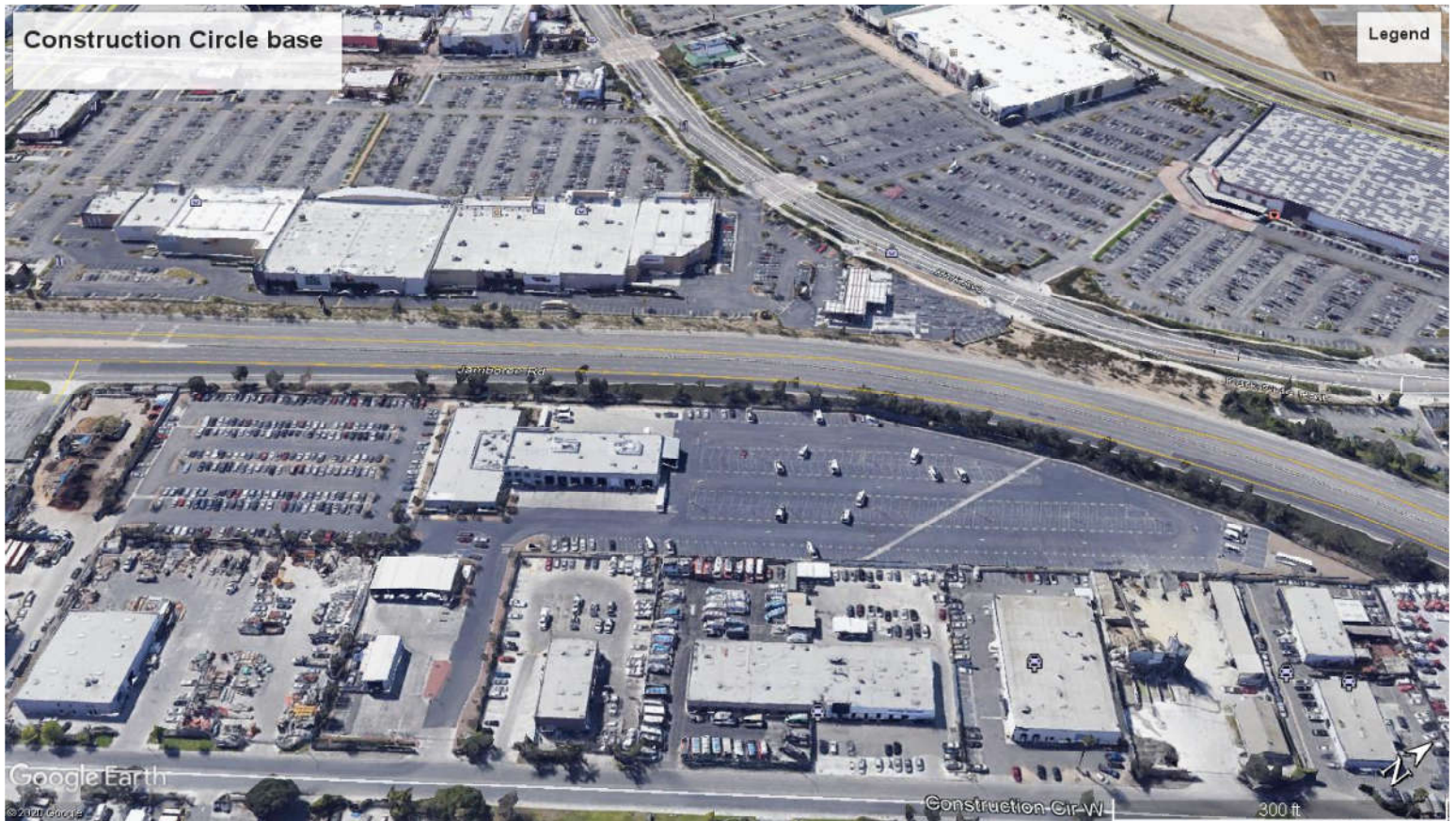
Prior to commencing work, the Contractor will check-in with the Facilities Maintenance Supervisor, or designee, responsible for the operations base where work is to be performed. All work will be accomplished in such a manner as to minimize interference with Orange County Transportation Authority (OCTA) operations.

FINAL INSPECTION

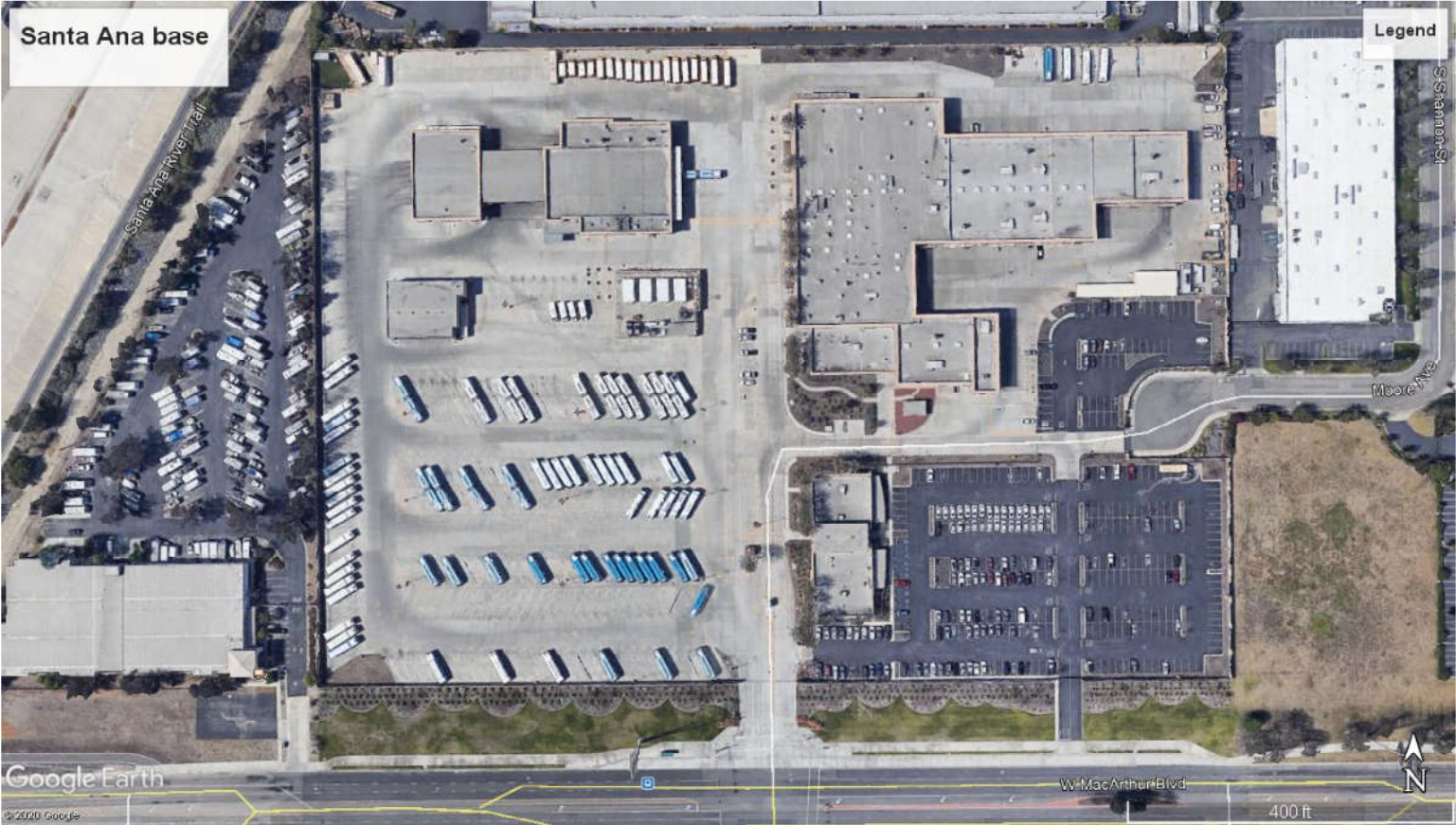
All work performed by the Contractor will be inspected by the Base Facilities Maintenance Supervisor, or designee, prior to departing the premises. A Verification of Work document (Attachment G) will be completed by the Contractor and forwarded to the Section Supervisor responsible for the base or property work is performed, prior to approval of invoice for payment.









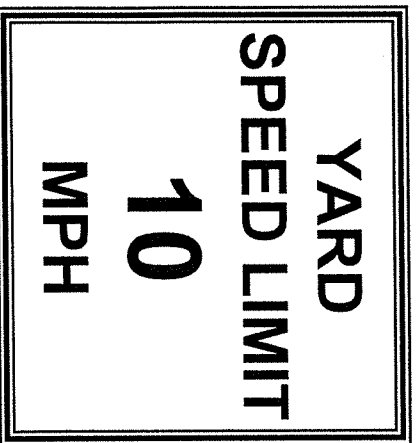


Dear Employee or Visitor:

OCTA is serious about your safety!

Inside the bus operations yard, pedestrians share space with buses, service and delivery trucks, cars, and heavy equipment. It is critical that you, every vehicle operator, and every pedestrian remain aware of each other and the constant possibility for conflict. A vehicle-pedestrian collision in the yard can be fatal. You can help prevent any such mishap.

When you follow these rules, you reduce much of the risk involved when working in the yard. Remember, these rules are minimum standards, and you are always required to do everything reasonable to avoid accidents!



OCTA Employees

Visit the Project Safe Yard Intranet Site

<http://octatoday/>

[hse/yard_safety_front_page.aspx](http://octatoday/hse/yard_safety_front_page.aspx)

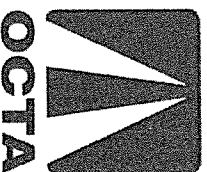
Visit the Motor Vehicle & Traffic Safety
Intranet Site

<http://octatoday/>

[hse/motorvehicleandtrafficsafety.aspx](http://octatoday/hse/motorvehicleandtrafficsafety.aspx)

Project "Safe Yard" training is mandatory upon hire at OCTA and every three years thereafter for:

- Maintenance Personnel
- Service Workers
- Facilities Maintenance Personnel
- CAMM Parts Personnel



Visitors

For additional information, please contact OCTA's Health, Safety, & Environmental Compliance Department at 714-560-5819

OCTA

SAFETY RULES

For motor vehicle operators and pedestrians visiting or working in an OCTA bus operations yard.

To Report an Emergency
DIAL 9-1-1



10 STANDARD YARD SAFETY RULES

IFB 3-2575
ATTACHMENT F

#1 Vehicle operators must not exceed 10 MPH.

When you maintain 10 MPH in the yard, it gives you and others more time to react should something go wrong. If a collision does occur, this low speed could help minimize damage and injury.

Never forget – hitting a pedestrian, even at a slow speed, can be fatal.

#2 Vehicle operators must yield the right-of-way to pedestrians.

Always give pedestrians extra space! Make eye contact and acknowledge their presence.

#3 Everyone must follow the designated directional traffic flow of the yard, and must comply with posted signs and traffic control devices.

Never take a shortcut or travel in the wrong direction. Everyone is counting on you to follow the established traffic pattern and comply with the signs.

#4 Vehicle operators must look in the direction of, and keep a clear view of their path of travel.

Watch where you are going, making sure it remains safe and clear. Sounds simple, but distractions can challenge your ability to do even the simple things.

#5 Bus operators must activate 4-way flashers and sound the horn three (3) times before backing.

Flash, honk, check mirrors, and back slowly. Keep a LOOK-OUT for pedestrians and other traffic!

Operators of all large vehicles are encouraged to follow these same procedures.

#6 Everyone must avoid distractions such as cell phones, two-way radios, or other such activities while driving or walking in the yard.

Vehicle Operators are prohibited from using cell phones, text messaging, and similar devices. Pedestrians should also avoid their use when walking in the yard.

#7 Pedestrians must wear an approved safety vest.

A safety vest can save your life. Wear it! If you see someone without one, help them. If you are a visitor and do not have a vest, ask to borrow one when you check-in.

#8 Pedestrians must be aware that drivers cannot see them when they are in a vehicle's "blind spot." Pedestrians must avoid these blind spots whenever possible.

If you are on foot in the yard, it is your job to stay alert and stay out of areas that cannot easily be seen by others.

#9 Pedestrians must make sure that their movements are predictable and must use designated walking areas when available.

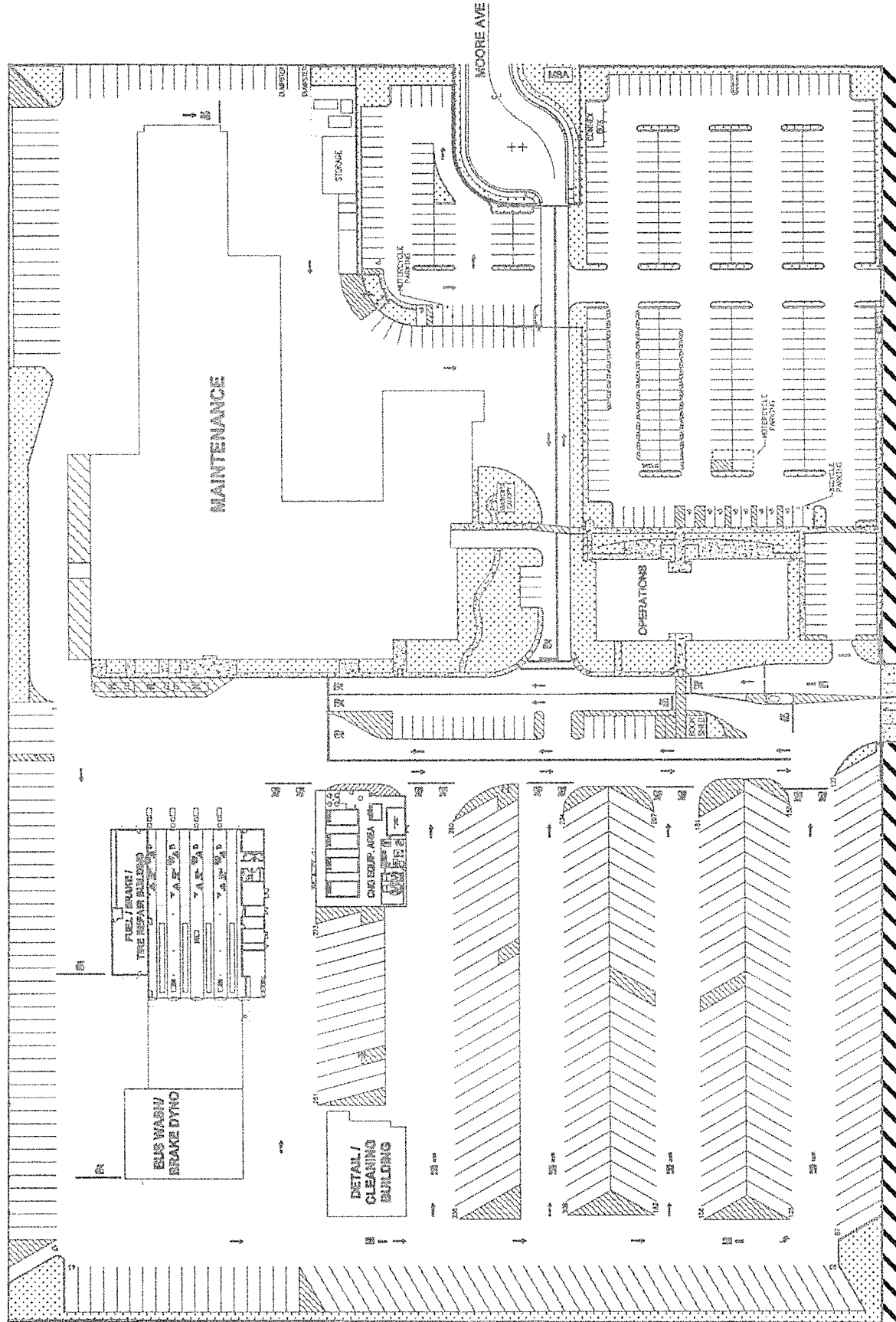
Don't surprise others. Be alert and clearly communicate your intentions when moving about the yard.

#10 Vehicle operators must yield at designated walkways and look for pedestrians before proceeding.

Expect to encounter pedestrians anywhere in the yard. But, be extra careful when near established walkways.

Other things to WATCH-OUT for in the yard...

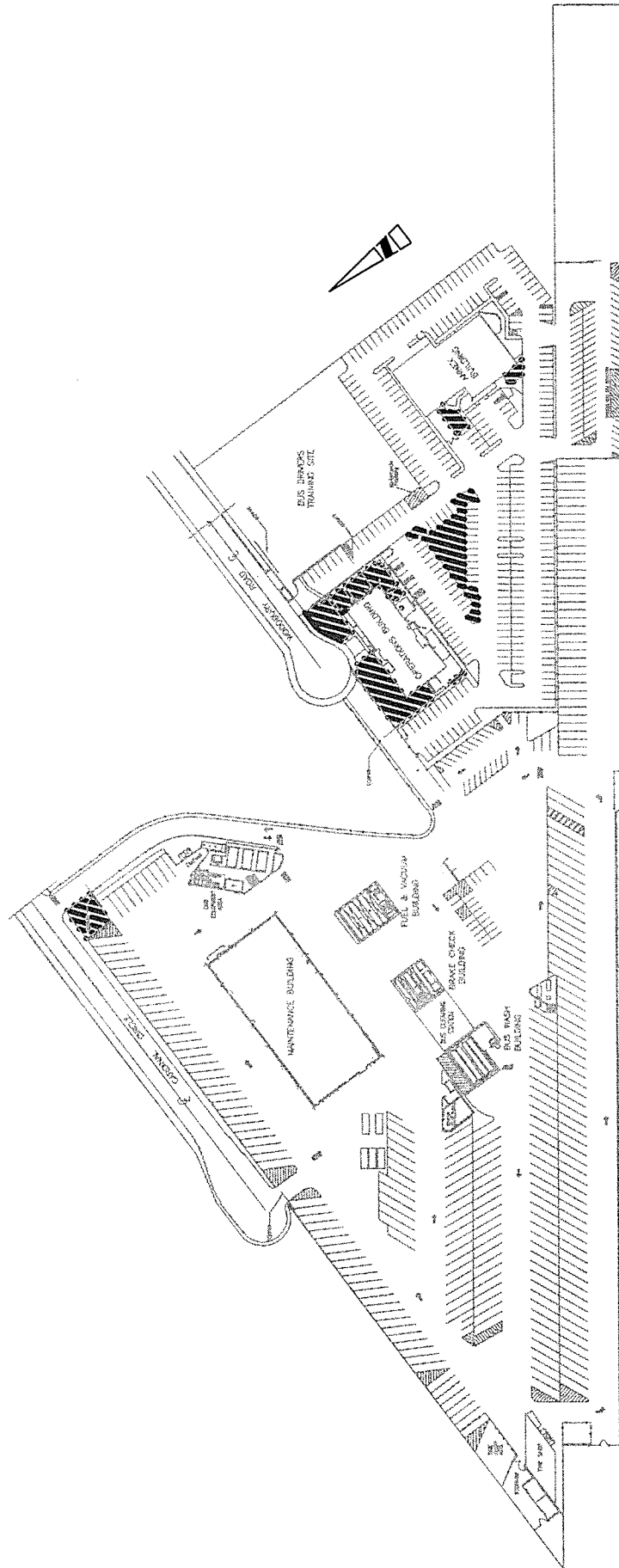
- Operations during dawn, dusk, and hours of darkness.
- Operations during "fatigue hours", midnight to 6 am.
- Periods of high traffic and pedestrian volume.
- When you do not have eye contact with a nearby vehicle operator.
- You loose sight of a pedestrian that is near your vehicle.
- Blind spots.



Santa Ana Base Site Plan
4301 W. MacArthur Blvd.

LEGEND:

 LANDSCAPING



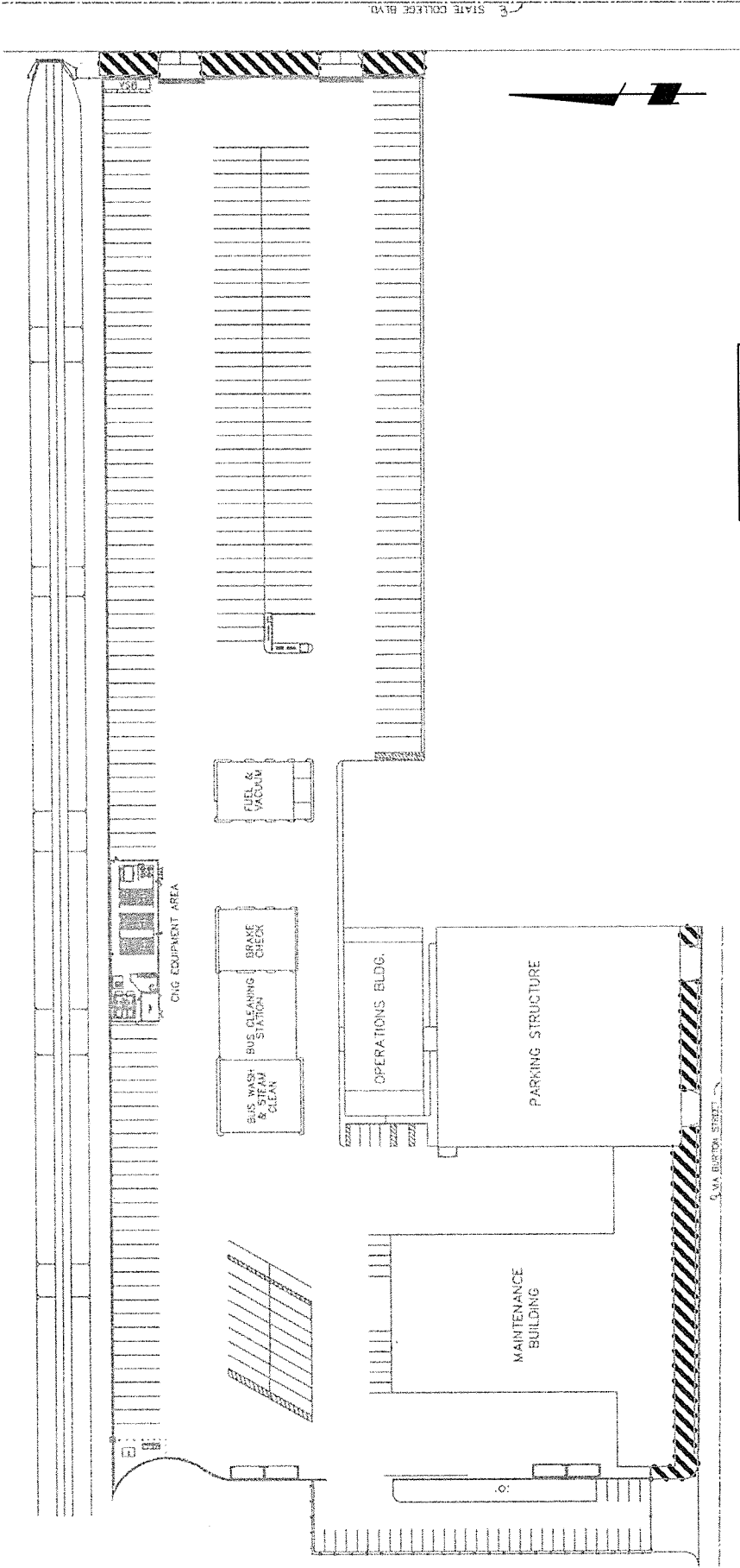
GARDEN GROVE BASE

11790 CARDINAL CIRCLE, GARDEN GROVE, CA

LAWNS

LEGEND:

☐ LANDSCAPING

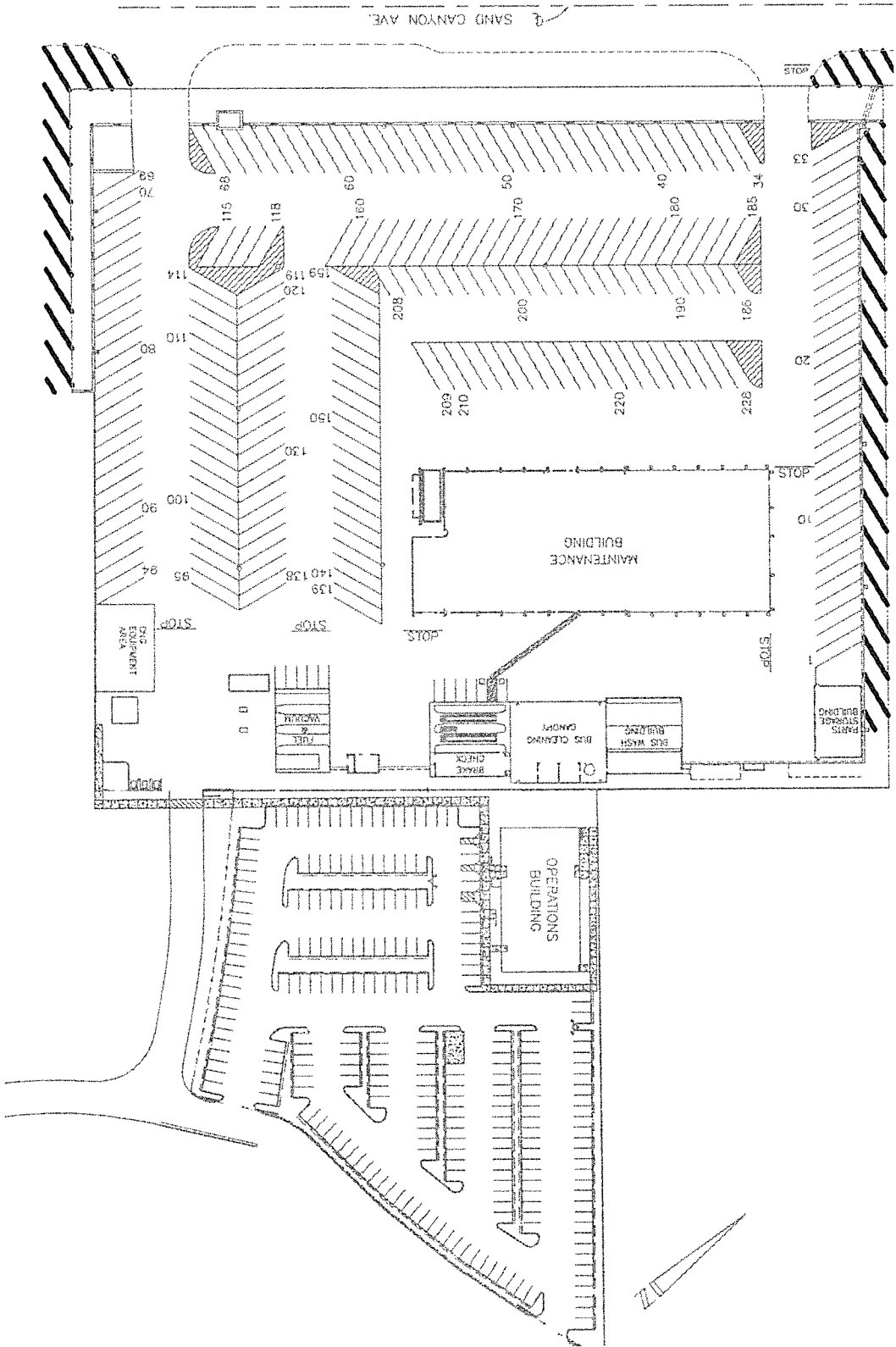


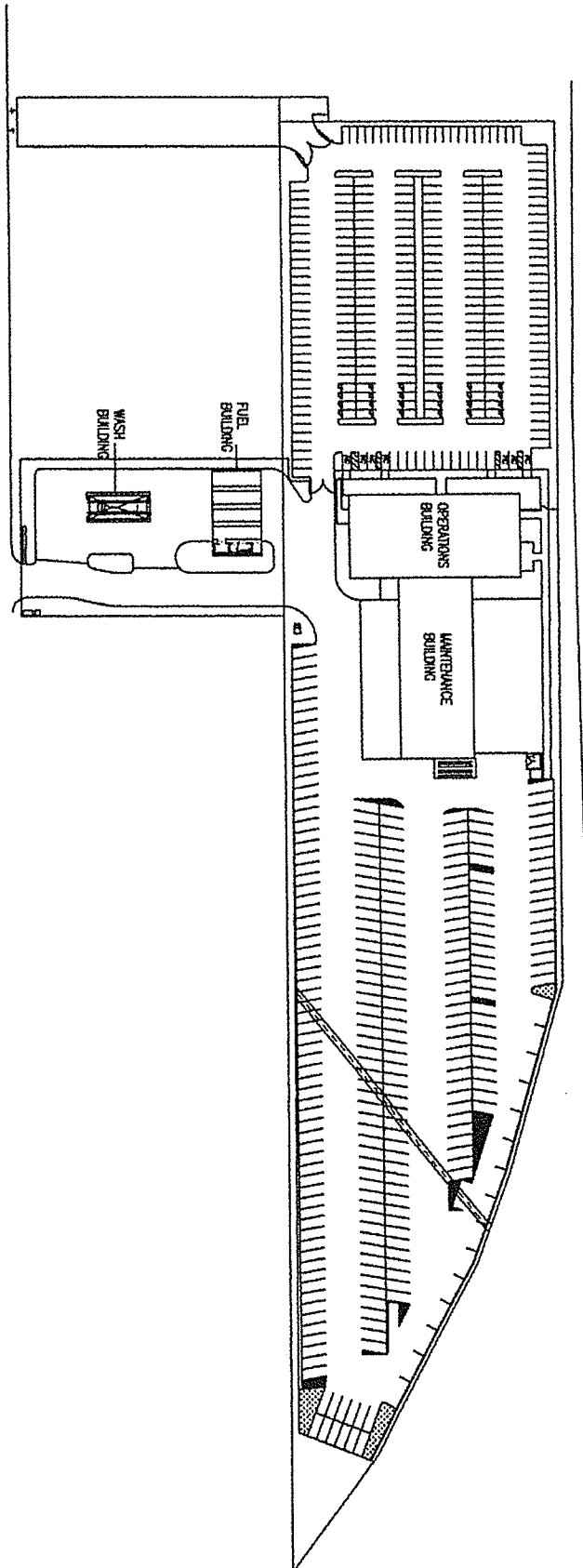
LEGEND:
LANDSCAPING

ANAHEIM BASE
1717 E. Via Burton Anaheim CA 92806

OCTA IRVINE BUS BASE
14736 SAND CANYON AVENUE, IRVINE, CA

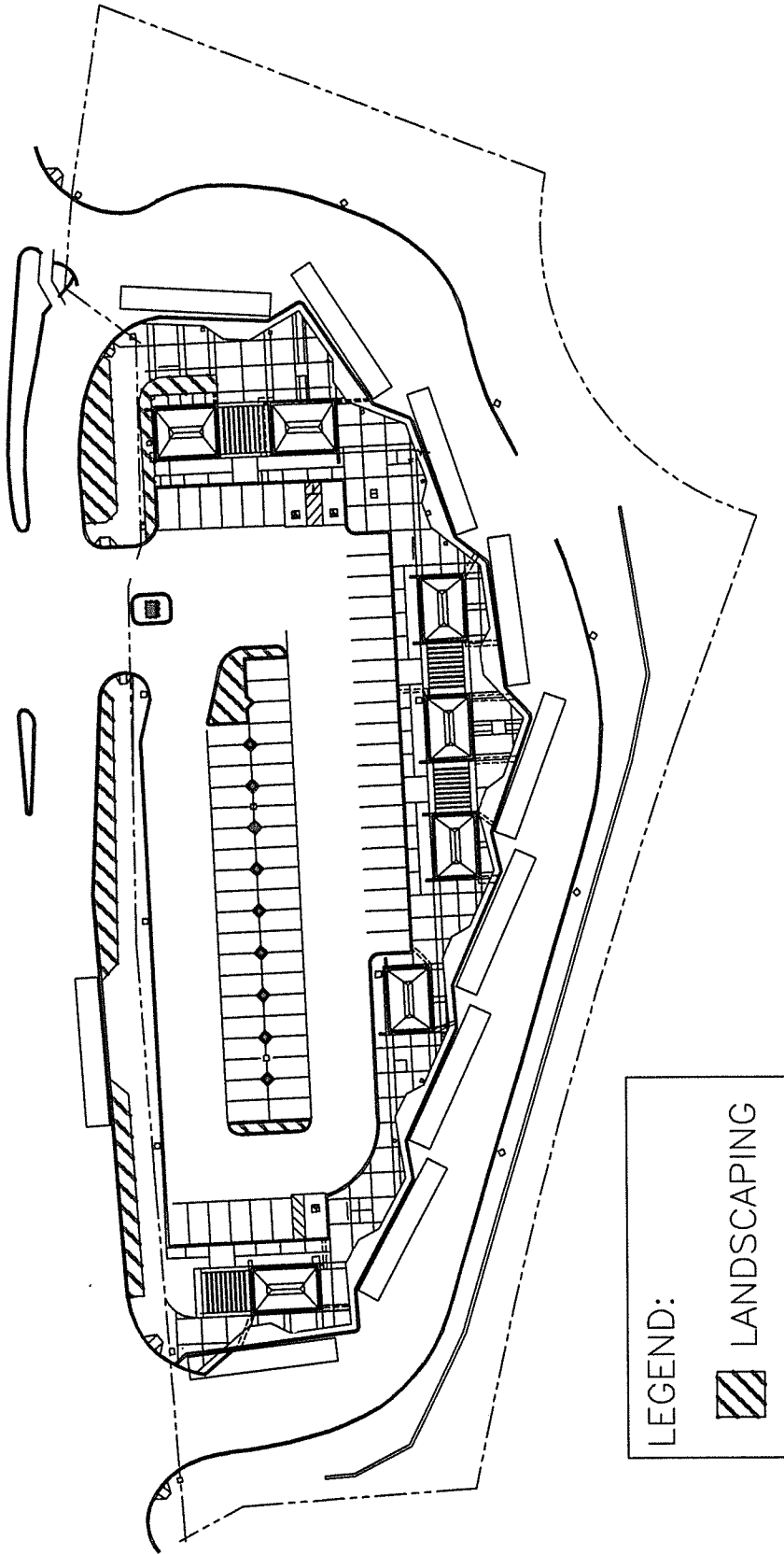
LEGEND:
LANDSCAPING





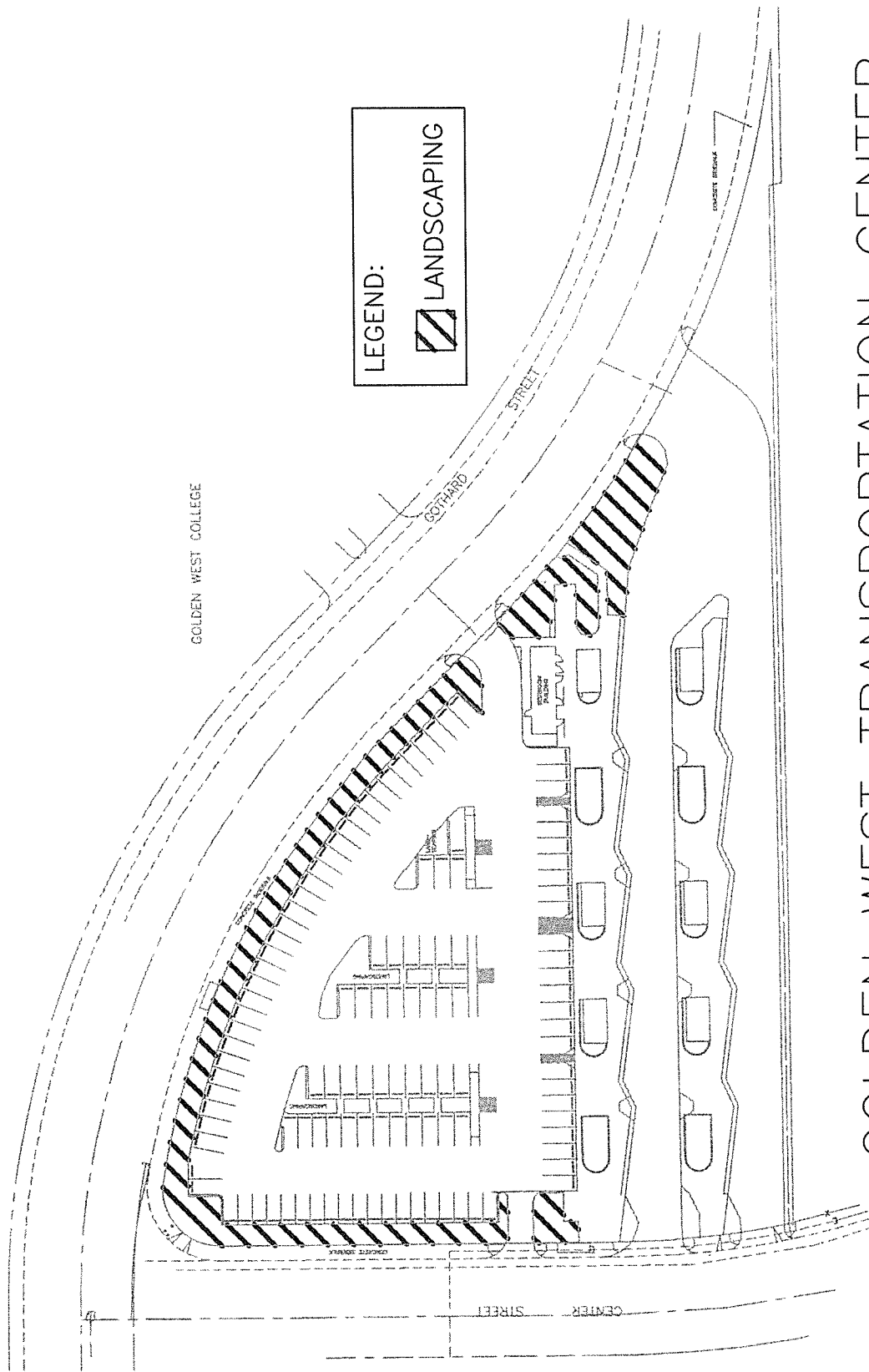
IRVINE CONSTRUCTION CIRCLE
SITE PLAN

16281 CONSTRUCTION CIRCLE WEST, IRVINE, 92606

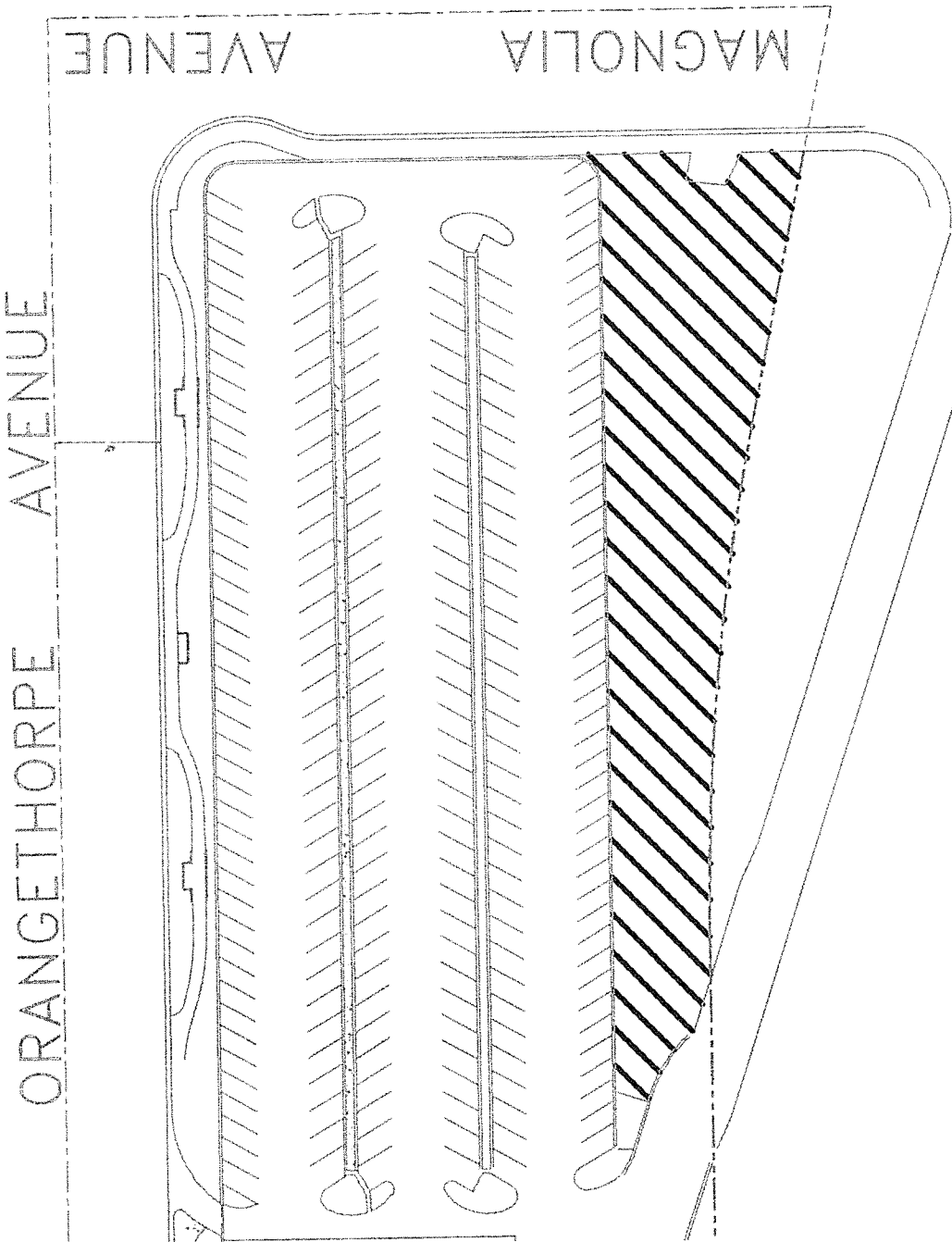


Newport Transportation Center

1550 Avocado Avenue, Newport Beach, CA 92660

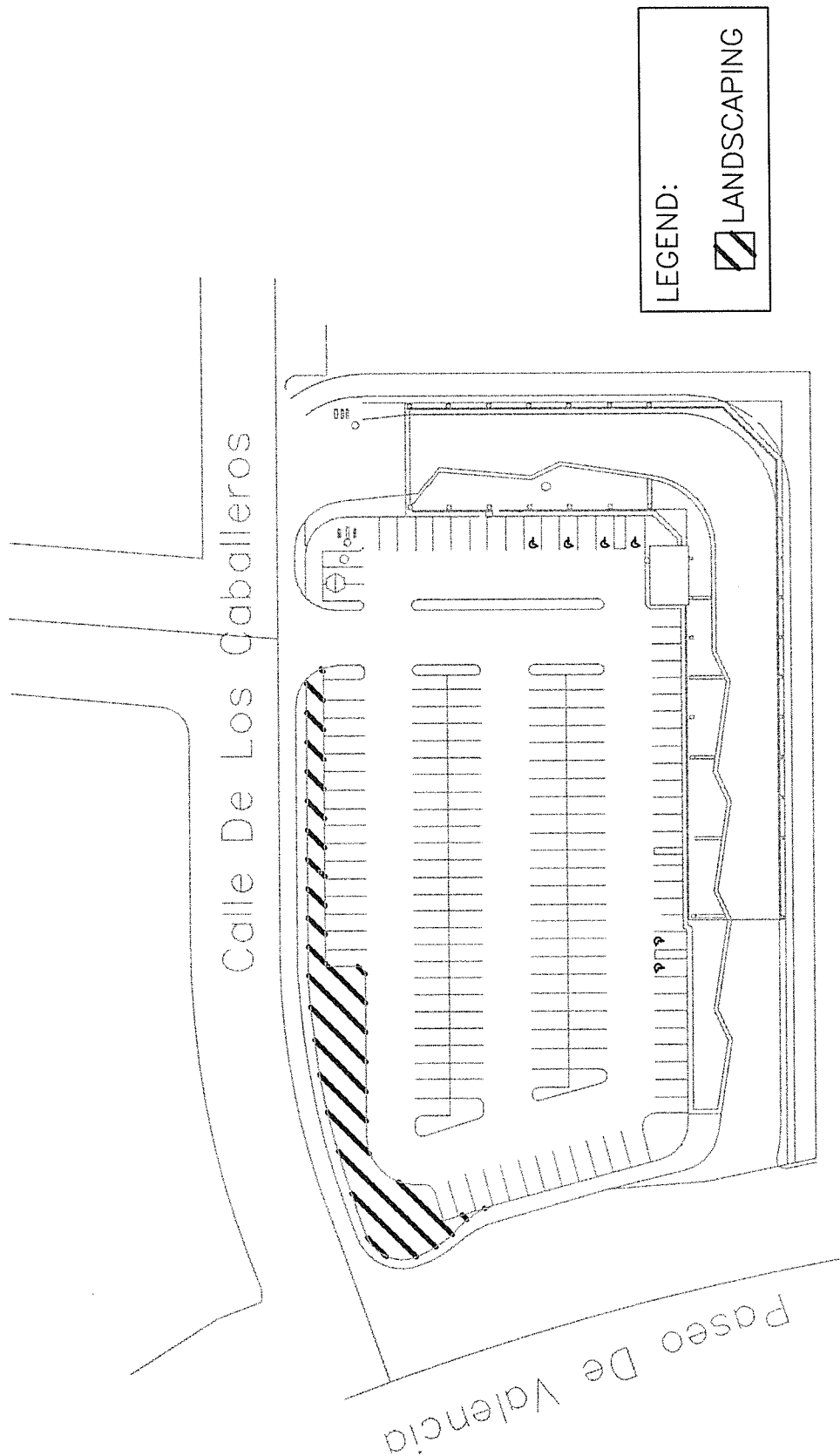


GOLDEN WEST TRANSPORTATION CENTER
7301 CENTER HUNTINGTON BEACH, CA 92647



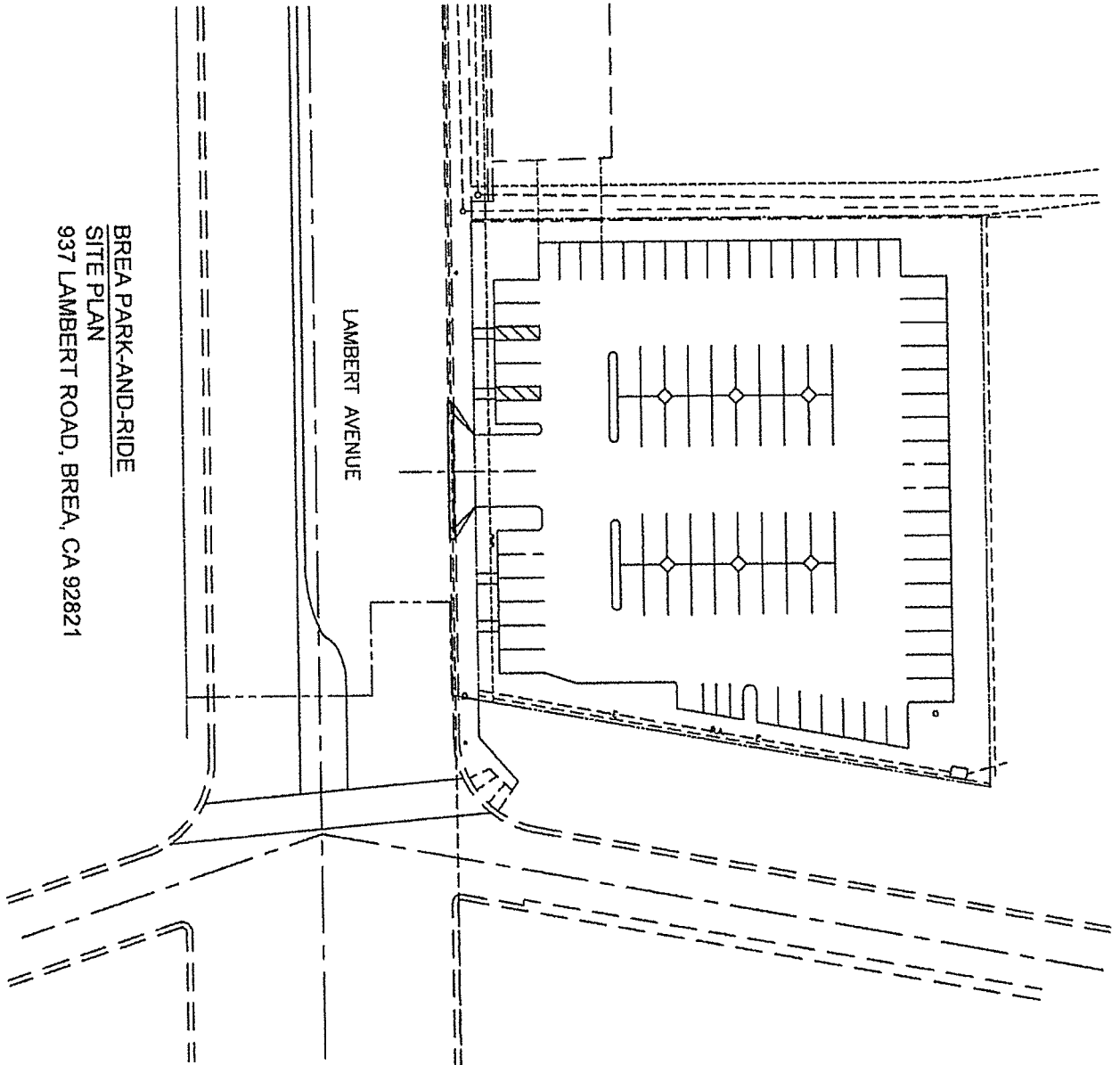
LEGEND:
[Hatched Box] LANDSCAPING

FULLERTON PARK & RIDE
3000 W. ORANGETHORPE
FULLERTON, CA 92833



Laguna Hills Transportation Center

LAWNS





VERIFICATION OF WORK

Facilities Maintenance Contractors

☐ Administration Building (Orange)

Date: _____

☐ Anaheim (Base 6)

Time In: _____

☐ Garden Grove (Base 4)

☐ Irvine (Base 7)

Time Out: _____

☐ 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

☐ Santa Ana Transit Terminal

☐ Newport Beach Transportation Center

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 IV: 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 F, per the instructions set forth in Section I "Instructions to Bidders".

EXHIBIT G. LIST OF SUBCONTRACTORS FORM

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: 3-2575

DESCRIPTION: LANDSCAPING 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 one (1)-year term from July 1, 2023, through June 30, 2023, the Authority's requirements on an "as-needed" basis, with no guaranteed usage as specified in Section III entitled, "Scope of Work". Bidders must bid on all line items 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 or Purchase Order.

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

Any purchase order awarded as a result of this IFB will be awarded to the lowest priced, responsive and responsible Bidder and shall be on a lump sum basis, in accordance

with the requirements in this IFB.

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, Department of Regulations, Maintenance Gardner Pest Control Business License (MGB License)
2. State Contractor's License C-27
3. International Society of Arboriculture Certified Arborist Certification
4. California Department of Pesticide Regulation, Qualified Applicator License (QAL) with B attachment for weeds and pest control.
5. Licensed horticulture specialist

YES _____ NO _____

For service locations see Scope of Work, Section III.

Enter 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 contract.

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 firm-fixed rates. Firm-fixed rates include all direct and indirect costs of providing the services, fuel costs, travel time, trip charge, overhead, freight, applicable sales tax and profits. Prices quoted shall remain firm for the one-year term of the Agreement. Estimated weekly, semi-annual and annual services are for evaluation purposes only and do not guarantee any minimum or maximum.

ONE (1)-YEAR TERM: July 1, 2023, through June 30, 2024

Description	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
Weekly Services at Santa Ana Maintenance and Operations Base as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Garden Grove Maintenance and Operations Base (one contiguous property, two addresses) as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Anaheim Maintenance and Operations Base as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Irvine/Sand Canyon Maintenance Operations Bases (one contiguous property, two addresses) as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Irvine/Construction Circle Maintenance and Operations Base as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Newport Beach Transportation Center as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Golden West Transportation Center (one contiguous property, two addresses) as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Fullerton Park-and-Ride as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Weekly Services at Laguna Hills Transportation Center as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____

**IFB 3-2575
EXHIBIT B**

Weekly Services at Brea Park-and-Ride as described in Section III, Scope of Work	52	Each	\$ _____	\$ _____
Semi-Annual Drainage System Clean-Out for Newport Beach Transportation Center as described in Section III, Scope of Work	2	Each	\$ _____	\$ _____

Annual Mulch Service at Santa Ana Base Maintenance and Operations Base as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Garden Grove Base Maintenance and Operations (one contiguous property, two addresses) as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Anaheim Maintenance and Operations Base as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Irvine/Sand Canyon Maintenance and Operations (one contiguous property, two addresses) as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Irvine/Construction Circle Maintenance and Operations Base as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Newport Beach Transportation Center as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Golden West Transportation Center (one contiguous property, two addresses) as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service Fullerton Park-and-Ride as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Laguna Hills Transportation Center as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Annual Mulch Service at Brea Park-and-Ride as described in Section III, Scope of Work	1	Each	\$ _____	\$ _____
Lump Sum Total				\$ _____

PREVAILING WAGE RATES FOR SERVICES PER HOUR

7/1/2023- 6/30/2024

6:00 a.m. - 6:00 p.m., Monday - Friday	\$_____/hr
6:01 p.m. - 5:59 a.m., Monday - Friday	\$_____/hr
Any hours Saturday	
Sundays and Holidays	\$_____/hr

** All parts used that are related to any repairs shall be invoiced at cost. Vendor shall provide supporting documentation to confirm the actual cost of providing all replacement parts. Payments are contingent upon vendor providing proof of cost.

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-3-2575

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

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

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide landscaping services; and

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

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

WHEREAS, CONTRACTOR wishes to perform these services; and

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

ARTICLE 1. COMPLETE AGREEMENT

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

B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's 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
13 times 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
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
24 Should the services of any key person become no longer available to CONTRACTOR, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONTRACTOR is not provided with such notice by the departing employee.
2 AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these
3 qualifications concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence July 1, 2023, upon execution by both parties, and shall
6 continue in full force and effect through June 30, 2024, unless earlier terminated or extended as
7 provided in this Agreement.

8 **ARTICLE 5. PAYMENT**

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

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

25 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
26 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices the

electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice 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-3-2575;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. 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.
6. 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 \$_____ Dollars (\$_____.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. 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

1 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid
2 and addressed as follows:

3 To CONTRACTOR:

To AUTHORITY:

4 Orange County Transportation Authority

5 550 South Main Street

6 P.O. Box 14184

7 , Orange, CA 92863-1584

8 ATTENTION:

ATTENTION: Susan Rosenkranz

9 Title:

Title: Senior Buyer

10 Phone:

Phone: (714) 560 - 5610

11 Email:

Email: srosenkrantz@octa.net

12 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

24 **ARTICLE 9. INSURANCE**

25 A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect
26 during the entire term of the 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 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

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

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. 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 or review all related insurance policies, in response to a related loss.

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-3-2575 and, the Senior Buyer's Name, Susan Rosenkranz

D. CONTRACTOR shall also include in each subcontract, the stipulation that Subcontractors shall maintain insurance coverage in the amounts required of CONTRACTOR as provided in the Agreement. Subcontractors will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

1 E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation
2 or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

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 3-2575;
6 (3) CONTRACTOR's bid dated_____; (4) all other documents, if any, cited herein or incorporated by
7 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
11 furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work
12 suspension or change causes an increase or decrease in the price of this Agreement, or in the time
13 required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its
14 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and
15 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
16 CONTRACTOR 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
22 or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be
23 the 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
5 part, 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
7 determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter,
8 CONTRACTOR shall 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
15 shall 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 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its
21 officers, directors, employees and agents (indemnities) from and against any and all claims (including
22 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
23 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
24 acts, omissions or willful misconduct by CONTRACTOR, its officers,
25 directors, employees, agents, SUBCONTRACTORS or suppliers in connection with or arising out of the
26 performance of this Agreement.

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 Function

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

A. 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.

B. If the AUTHORITY determines that CONTRACTOR, its employees, or SUBCONTRACTORS are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), CONTRACTOR and its required employees and SUBCONTRACTORS shall complete and file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board disclosing all required financial interests.

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

1 regulations promulgated thereunder.

2 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

3 In connection with its performance under this Agreement, CONTRACTOR shall not discriminate
4 against any employee or applicant for employment because of race, religion, color, sex, age or national
5 origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that
6 employees are treated during their employment, without regard to their race, religion, color, sex, age or
7 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
8 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
9 forms of compensation; and selection for training, including apprenticeship.

10 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

1 CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity
2 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or
3 other medium without the express written consent of AUTHORITY.

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

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

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

22 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
23 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY
24 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to
25 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
26 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,

1 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
2 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
3 copyright indemnity thereto.

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

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

13 B. It is expressly understood that any title to preliminary technical data is not passed to
14 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,
15 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the
16 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
17 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
18 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 113, and a price shall be
19 negotiated for all preliminary data.

20 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

14 **ARTICLE 27. GENERAL WAGE RATES**

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

1 prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed
2 bids. Contractor shall post a copy at each job site at which work hereunder is performed. In addition to
3 the foregoing, Contractor agrees to comply with all other provisions of the Labor Code of the state of
4 California, which are incorporated herein by reference, pertaining to workers performing work hereunder
5 including, but not limited to those provisions for work hours, payroll records and apprenticeship
6 employment and regulation program. Contractor agrees to insert or cause to be inserted the preceding
7 clause in all subcontracts, which provide for workers to perform work hereunder regardless of the
8 subcontractor tier.

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

10 CONTRACTOR shall comply with all the requirements set forth in Exhibit F, Level 2 Safety
11 Specifications.

12 **ARTICLE 29. LIMITATION ON GOVERNMENTAL DECISIONS**

13 CONTRACTOR shall not make, participate in making, or use its position to influence any
14 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
15 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
16 CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct any
17 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter
18 into any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's personnel shall
19 not provide information, an opinion, or a recommendation for the purpose of affecting a decision without
20 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

21 **ARTICLE 30. FORCE MAJEURE**

22 Either party shall be excused from performing its obligations under this Agreement during the
23 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
24 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
25 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
26 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2575 to be executed as of the date of the last signature below.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Georgia Martinez
Department Manager, Contracts and Procurement

APPROVED AS TO FORM:

By: _____

James M. Donich
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: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

E. HAZARD COMMUNICATION PROGRAM

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

F. STORM WATER POLLUTION PREVENTION PLAN

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

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

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

H. SCOPE PLANNING

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

I. ORIENTATION

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

J. TRAFFIC & PARKING

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

K. GENERAL PROVISIONS

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

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

1.2 ENVIRONMENTAL REQUIREMENTS

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

Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

- A. 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.

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

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
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL VALUE OF SUBCONTRACTED WORK				\$

Bidder's Name: _____

EXHIBIT H: BID OPENING SIGN-IN SHEET

EXHIBIT H

BID OPENING SIGN-IN SHEET

IFB Number: IFB 3-2575

IFB Title: "LANDSCAPING SERVICES"

Bid Opening Date and Time: June 15, 2023, 11:00 a.m.

Name of Attendee: _____

Firm Name: _____