

REQUEST FOR PROPOSALS (RFP) 3-2700

BIOLOGICAL PRESERVE MONITORING SERVICES



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

Key RFP Dates

Issue Date:	July 12, 2023
Pre-Proposal Conference Date:	July 18, 2023
Question Submittal Date:	July 20, 2023
Proposal Submittal Date:	August 9, 2023
Interview Date:	August 23, 2023

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	8
SECTION III: EVALUATION AND AWARD	15
EXHIBIT A: SCOPE OF WORK.....	19
EXHIBIT B: COST AND PRICE FORMS	20
EXHIBIT C: PROPOSED AGREEMENT	21
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	22
EXHIBIT E: CAMPAIGN CONTRIBUTION FORMS	24
EXHIBIT F: SAFETY SPECIFICATIONS	29
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	30



July 12, 2023

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 3-2700: "BIOLOGICAL PRESERVE MONITORING"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide biological preserve monitoring services. The budget for this project is \$500,000 for a four (4)-year term.

Please note that by submitting a Proposal, Offeror 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 Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on August 9, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 3-2700**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

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

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

To receive all further information regarding this RFP 3-2700, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Environmental Consulting Feasibility Studies (Consulting)
Professional Services	Engineering - Civil Engineering - Environmental Engineering - Right of Way Engineering - Traffic Impact Studies, Environmental

A pre-proposal conference will be held via teleconference on July 18, 2023, at 11:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- Or Call-in Number: +1 916-550-9867
- Conference ID: 167 995 498#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established August 23, 2023, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via teleconference on July 18, 2023, at 11:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- Or Call-in Number: +1 916-550-9867
- Conference ID: 167 995 498#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Luis Martinez, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5767
Email: lmartinez1@octa.net

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

or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror at the sole discretion of the Authority. lmartinez1@octa.net

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at lmartinez1@octa.net no later than 5:00 p.m., on July 20, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 3-2700" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than July 25, 2023. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:

Professional Consulting

Professional Services

Commodity:

Architectural & Engineering

Design Consulting

Environmental Consulting

Feasibility Studies (Consulting)

Engineering - Civil

Engineering - Environmental

Engineering - Right of Way
Engineering - Traffic
Impact Studies, Environmental

Inquiries received after 5:00 p.m. on July 20, 2023 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on August 9, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 3-2700**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

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

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be time and expense with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will be for a four (4)-year term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its

Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Provide the following biological monitoring personnel that meet the minimum qualifications as specified in Exhibit A:
 - Biologist
 - Botanist
 - Geographic Information Systems (GIS) Specialist
 - Restoration Ecologist
 - Certified Arborist
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such

detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror

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

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 25%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 30%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 20%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**

Reasonableness of the hourly rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established August 23, 2023, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the

evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Regional Transportation Planning Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Biological Preserve Monitoring Services

Project Background

In 2006, Orange County voters approved the renewal of Measure M, effectively extending the half-cent sales tax to provide funding for transportation projects and programs in the county. As part of the renewed Measure M (or Measure M2), a portion of the M2 freeway program revenues were set aside for the M2 Environmental Mitigation Program (EMP) to provide funding for programmatic mitigation to offset impacts from the thirteen (13) freeway projects covered by Measure M2. The Orange County Transportation Authority (OCTA) prepared the M2 Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP or Conservation Plan) as a mechanism to offset potential project-related effects on threatened and endangered species and their habitats in a comprehensive manner. The Conservation Plan was approved by the California Department of Fish and Wildlife (CDFW) and the United States Fish and Wildlife Service (collectively referred to as Wildlife Agencies) in 2017. A key component of the Conservation Plan has included the acquisition of open space properties to offset habitat impacts. To date, seven (7) properties ("Preserve(s)") totaling approximately 1,300 acres have been successfully acquired (Attachment A).

Each OCTA Preserve has a completed Resource Management Plan (RMP) that defines the management goals and objectives. These documents contain detailed information on the Preserves and provides a framework for Preserve management activities (including biological monitoring) and are available here: <https://www.octa.net/About-OC-Go/OC-Go-Environmental-Programs/Environmental-Mitigation-Program/>. In addition, Conservation Plan annual reports are completed every year which summarize all Preserve activities and include the annual bio monitoring and maintenance work conducted. These documents can be found here: <https://www.octa.net/About-OC-Go/OC-Go-Environmental-Programs/Preserve-Management/>.

OCTA maintains separate contracts to cover the maintenance and security needs of the Preserves. The OCTA project manager serves as the Preserve Manager and shall coordinate between these different contractors. At the direction of OCTA, Consultant may be asked to coordinate directly with these contractors as well as with the Wildlife Agencies.

Project Objective

Consultant shall provide biological resources monitoring services. The Conservation Plan, RMPs and annual reports provide a background and framework for the monitoring effort. OCTA envisions Consultant shall be a resource during the contract term to facilitate in the successful completion of various tasks, as outlined below.

The seven (7) OCTA Preserves include:

1. Trabuco Rose (formerly known as Ferber Ranch) consists of 396 acres of coastal sage scrub (CSS), chaparral, oak woodland, grassland and riparian habitat located at 19998 Trabuco Oaks Drive, Trabuco Canyon, unincorporated Orange County
2. Wren's View (formerly known as O'Neill Oaks) consists of 116 acres of chaparral, CSS, riparian, and oak woodland habitat and is located on Live Oak in Foothill-Trabuco Canyon, unincorporated Orange County
3. Bobcat Ridge (formerly known as Hafen) consists of 48 acres of chaparral, CSS, riparian, and oak woodland habitat and is located on Live Oak in Foothill-Trabuco Canyon, unincorporated Orange County
4. Live Oak Creek (formerly known as Saddle Creek South) consists of 83 acres of chaparral, CSS, grassland, and oak woodland habitat and is located on Live Oak in Foothill-Trabuco Canyon, unincorporated Orange County
5. Silverado Chaparral (formerly known as MacPherson) consists of 204 acres of chaparral, grassland, CSS, and riparian including oak woodland habitat and is located on Silverado Canyon in Silverado-Modjeska, unincorporated Orange County
6. Pacific Horizon (formerly known as Aliso Canyon) consists of 151 acres of chaparral, grassland, and CSS and is located adjacent to Moulton Meadows Park in Laguna Beach
7. Eagle Ridge (formerly known as Hayashi) consists of 301 acres of Oak and Walnut woodland, chaparral, grassland, riparian and CSS habitat located within the City of Brea, between Carbon Canyon Road and Chino Hills State Park.

General Description of Services

Consultant shall monitor the biological resources of the Preserves to help ensure that the integrity of the habitat is maintained. In general, the monitor shall be expected to survey the Preserves on a regular basis and help determine threats and stressors that may impact the OCTA Conservation Plan Covered Species and natural communities. OCTA has thirteen (13) Covered Species which are defined in the Conservation Plan and include specific species that are currently listed as threatened or endangered or that may become listed during the OCTA permit term (Attachment B). Monitoring frequency is flexible and dependent on the resources and threats and should be determined based on Preserve-specific resources and needs. It is anticipated that frequency would increase during the spring/summer and perhaps decrease during the winter months. The extent of attention needed on each Preserve may shift and shall be determined in consultation with OCTA and must be consistent with the approved budget. The aforementioned RMPs include guidelines for the management and monitoring of the Preserves in accordance with the goals and objectives of the OCTA Conservation Plan.

The annual reports provide some of the planned actions for the next years' monitoring and maintenance actions, which is determined by the OCTA Preserve Manager. The OCTA Preserve Manager makes these decisions based on 1) recommendations from the previous year biological monitoring reports, 2) RMP commitments, and 3) input from the Wildlife Agencies. For example, some previous specific monitoring needs were identified and included:

- Conduct Preserve-wide focused covered species plant surveys.
- Continue to evaluate the status and threat of Invasive Shot Hole Borer (ISHB) and other fungal pathogens.
- Continue to monitor wildlife cameras to evaluate presence of covered mammal species, wildlife movement and trespass.

The following types of monitoring shall be required to be conducted by Consultant for the OCTA Preserves.

a. General Stewardship Monitoring and Data Collection

Consultant shall identify general management issues and document whether management actions are completed. This monitoring should be conducted during regular monitoring visits; monitoring personnel should record incidental data on observations, status, and threats to biological resources. Consultant shall conduct overall assessments (invasive species, erosion, unauthorized trail cutting, trail condition, etc.) to help determine areas of highest management priority. Consultant must have the capacity and experience to identify the greatest ongoing threats to the property to be remedied by management actions. These activities include but are not limited to the following:

- Document unauthorized activities and related effects to biological resources.
- Evaluate the need to make adjustments to permitted recreational activities and site access.
- Evaluate the status of maintenance activities and effects on biological resources.
- Evaluate progress and conditions in habitat restoration/enhancement areas.
- Evaluate hydrological conditions with drainages, including any flooding/erosion issues.
- Perform documentation (California Natural Diversity Database, if applicable) of any observations of Covered Species and wildlife species in general .
- Document any observations of non-native species, including invasive plant and wildlife species (e.g. giant reed, artichoke thistle, non-native bullfrogs and turtles, etc.).

Photo documentation has been utilized throughout the Preserves. The intention of these activities has been to help determine wildlife movement (including types of species) and to monitor the health of different natural communities within the Preserves. In coordination with OCTA, certain Preserves may need wildlife cameras installed, while other Preserves may not require continued monitoring all years.

b. Focused Covered Species Protocol Surveys

Focused surveys or effectiveness monitoring is required and included in this scope of work. Various focused surveys have been conducted on the Preserves and are included in the OCTA M2 Conservation Plan, RMPs and annual reports. Surveys for these species should follow guidelines issued by the USFWS for areas participating in a NCCP/HCP (USFWS 1997a, 1997b) and may be conducted simultaneously (i.e. Coastal California gnatcatcher and Cactus wren). The 2022 annual report includes an annual schedule for biological effectiveness monitoring. That schedule (Table B-1. Annual Schedule for Effectiveness Monitoring on OCTA Preserves) has been attached to this scope of work as Attachment C. Note that this schedule could shift and shall be updated every year depending on Preserve needs and priorities. This attachment should be used as a guide to forecast needed effectiveness monitoring for specific species. As this contract will cover four (4) years, it is anticipated that Consultant may conduct monitoring for the following: rare plants, reptiles, birds, and mammals.

c. Trabuco Rose Preserve USACE/SWRCB Annual Monitoring

Consultant shall perform prescribed United States Army Corps of Engineers (USACE)/State Water Resources Control Board (SWRCB) monitoring activities within the Trabuco Rose Preserve (shall include California Rapid Assessment Method (CRAM) at set time intervals) and provide the required monitoring form (See Attachment D) for details and status from a previous annual report. This survey work and reporting are required annually.

d. Mammal Effectiveness Monitoring

Consultant shall conduct mammal monitoring on the Preserves. To date, monitoring has been conducted utilizing visual encounter surveys (identification through directly observing and of tracks/scat) and also with the use of wildlife movement cameras. A qualified wildlife biologist with experience on movement studies and camera placement should assess camera results to determine wildlife movement and connectivity patterns.

e. Natural Communities Comprehensive Vegetation Mapping

Consultant shall conduct comprehensive vegetation mapping to detect changes on the Preserves. Baseline mapping was conducted for all the Preserves and an update is

required for this mapping. It is anticipated that the existing mapping shall be utilized and updated as necessary. Comprehensive vegetation mapping shall be completed based on field surveys using the classification system from *A Manual of California Vegetation, second edition*, and Vegetation Classification Manual for Orange County (release pending).

f. Invasive Species Management Plan Updates

Invasive species management plans have been developed for all the Preserves. Consultant shall monitor for and map new invasive species on the Preserves. Updates should also include previously identified areas that have now been treated. Species to be included shall be limited to those ranked as the California Invasive Plant Inventory (Cal-IPC) rating of “high,” as determined by the current Cal-IPC 2006. Species rated “moderate” or “limited” are a lower priority and may be allowed to persist if monitored at low population levels following initial eradication efforts or may be selectively controlled as part of species enhancement or habitat restoration efforts (e.g., invasive annual grasses or forbs). Treatments have been conducted based on rankings and treatments prioritized based on risks to OCTA Covered Species.

Early detection for invasive plant species is a priority to ensure that emerging invasive species (including species new to the region or a Preserve) are detected in a timely fashion and eradicated before they become a long-term problem. Consultant shall maintain a list of potentially occurring invasive species, based on regional and local sources (e.g., CalWeedMapper, other conserved lands in the South Coast region). The Monitoring Biologist shall record these species during biological monitoring activities and communicate their location immediately with the OCTA Preserve Manager for treatment.

g. Reporting

The Monitoring Biologist shall provide OCTA with a minimum of quarterly memo reports via email, including data, results and recommendations. The format of these monitoring reports is flexible. One (1) annual report should be submitted to OCTA by March 15th and include monitoring results and management recommendations for all Preserves. The annual report should summarize the results of research and monitoring activities, provide recommendations for future preserve management activities, and include a discussion of anticipated activities for the upcoming year.

The annual report must also include the previously described appendix to cover the Trabuco Rose Preserve USACE/SWRCB Annual Monitoring Form (see Attachment D). To date, OCTA has completed four (4) comprehensive Conservation Plan annual reports. The fifth report has been drafted but is still under review by the Wildlife Agencies. These reports include the previous annual biological monitoring reports as

appendices and can be found here: <http://www.octa.net/About-OC-Go/OC-Go-Environmental-Programs/Preserve-Management/>.

h. Docent Tours

OCTA staff organizes and hosts docent led hikes and equestrian rides on some of the Preserves. Consultant shall be expected to have one to three staff available for these hikes to assist OCTA as docents for the Preserves. Typically, one (1) docent is adequate. The 2023 schedule is available on the OCTA website and can be found here: <https://www.octa.net/About-OC-Go/OC-Go-Environmental-Programs/Wilderness-Preserve-Hiking-and-Riding-Tours/>. Docents for the equestrian rides are not needed as part of this scope of work and are coordinated separately with a local equestrian group. It is anticipated that the docent activities for years 2024 through 2027 shall be similar in frequency to 2023.

Personal Experience, Qualifications and Requirements

Consultant shall provide a current resume for all proposed key personnel (i.e. project manager, biologist, restoration ecologist, and arborist). All Consultant personnel shall have the ability to work outdoors in all weather conditions, to climb irregular embankments and ladders, to lift objects not exceeding OSHA weight regulations, and be able to communicate effectively and write in the English language. Attachment E is the OCTA Wildlands Safety Manual, which Consultant shall follow while conducting work outdoors.

OCTA's required team for biological monitoring personnel must adhere to the protocols/methods described in the Conservation Plan Tables 7-1 and meet the skills and expertise requirements detailed in the Table 7-2 (Attachment F). Consultant shall furnish documentation fully describing if and how they meet the specific qualifications for each person for review and consideration. OCTA may accept substitute qualifications if it is deemed in OCTA's interest.

Biologist(s)

Refer to Attachment E.

Hold all pertinent 10(a)1(a) federal take permits for OCTA covered species. Trained wildlife biologist with at least five (5) years of independent experience evaluating wildlife movement and habitat connectivity.

Trained ornithologist with at least forty (40) hours of observation in the field of the target species and documented experience locating and monitoring nests of the target species or demonstrated expertise to the satisfaction of the Wildlife Agencies.

The person(s) shall also have experience in pre-construction nest surveys and construction monitoring as some management activities may be necessary during the

nesting season.

Trained wildlife biologist with at least five (5) years of independent experience evaluating wildlife movement and habitat connectivity.

Trained biologist with at least five (5) years performing jurisdictional delineations and conducting CRAM assessments.

Ability to represent OCTA on guided hikes and provide interpretive information to the public. Must be comfortable interacting and speaking in front of groups of people.

Botanist

Refer to Attachment E.

Botanist with at least three (3) years of experience mapping southern California vegetation communities; working knowledge of the classification system¹ used in *A Manual of California Vegetation*, second edition and *Vegetation Classification Manual for Orange County*².

GIS Specialist

Ability to create graphics, maps and figures of natural resources to utilize within reports and to aide in the monitoring of non-native invasive plant species.

Minimum of five (5) years of experience.

Restoration Ecologist

Ability to implement and oversee invasive plant species eradication within sensitive areas on the Preserves. Ability to develop focused restoration plans if impacts occur on the Preserve or as a tool to block unauthorized access.

Minimum of five (5) years of experience implementing successful invasive species eradication and restoration plans/projects in southern California native habitat.

Certified Arborist

Ability to evaluate the health of native and non-native trees in southern California. Ability to recommend management actions to take (i.e. trimming, root protection, and or removal) that benefit native trees in southern California. Ability to survey the health of trees and recommend treatment/strategies of tree pathogens and/or pests specifically related to the Invasive Shot Hole Borer (ISHB) and the Gold Spotted Oak

¹ Sawyer, J. O., T. Keeler-Wolf, and J. M. Evens 2009. *A Manual of California Vegetation*, second edition. California Native Plant Society. Sacramento CA.

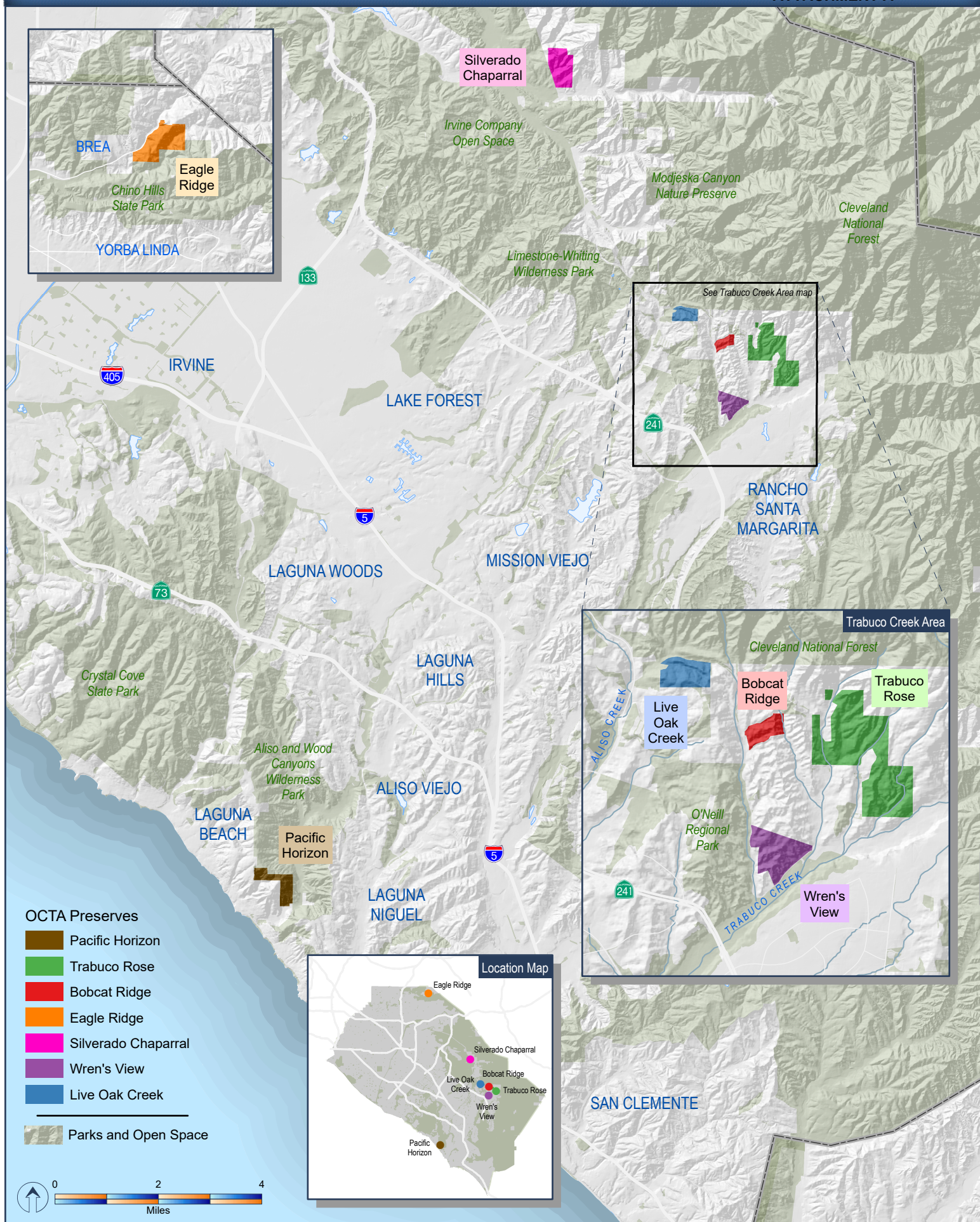
² AECOM, 2013. *Vegetation Classification for Orange County*, Final Report. Nature Reserve of Orange County. Orange County CA. January 2013.

Beetle (GSOB).

Minimum of five (5) years of experience evaluating and making recommendations to support the health of southern California native trees. Minimum 3 (3) years of experience in performing invasive pest surveys (including emergent sampling) for both ISHB and GSOB.

Limitation on Governmental Decisions

Nothing contained in this scope of work permits Consultant 's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. In addition, Consultant's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by OCTA personnel, counsel, and management.



OCTA M2 NCCP/HCP Covered Species

Common Name	Scientific Name	Special-Status ¹
Plants		
Intermediate mariposa lily	<i>Calochortus weedii</i> var. <i>intermedius</i>	CNPS:1B.2
Many-stemmed dudleya	<i>Dudleya multicaulis</i>	CNPS:1B.2
Southern tarplant	<i>Centromadia parryi</i> ssp. <i>australis</i>	CNPS:1B.1
Fish		
Arroyo chub	<i>Gila orcutti</i>	CDFW:SSC
Reptiles		
Coast horned lizard	<i>Phrynosoma blainvillii</i>	CDFW:SSC
Orangethroat whiptail	<i>Aspidoscelis hyperythra</i>	CDFW:SSC
Western pond turtle	<i>Emys marmorata</i>	CDFW:SSC
Birds		
Cactus wren	<i>Campylorhynchus brunneicapillus</i>	USFWS:BCC; CDFW:SSC
Coastal California gnatcatcher	<i>Polioptila californica californica</i>	FT; CDFW:SSC
Least Bell's vireo	<i>Vireo bellii pusillus</i>	FE; SE
Southwestern willow flycatcher	<i>Empidonax traillii extimus</i>	FE; SE
Mammals		
Bobcat	<i>Lynx rufus</i>	--
Mountain lion*	<i>Puma concolor</i>	CDFW:SSC (Candidate pending)

¹ CNPS: Taxa with a California Rare Plant Rank of 1B are considered rare, threatened, or endangered in California and elsewhere, and the majority are endemic to California. A Threat Rank of 0.1 indicates that it is seriously threatened in California (over 80% of occurrences threatened/high degree and immediacy of threat). Threat Rank 0.2 indicates that it is moderately threatened in California (20–80% of occurrences threatened/moderate degree and immediacy of threat).

ABBREVIATIONS: CNPS = California Native Plant Society; CDFW = California Department of Fish and Wildlife; SSC = California Species of Special Concern; USFWS = U.S. Fish & Wildlife Service; BCC = Birds of Conservation Concern; FT = Federally Threatened; FE = Federally Endangered; SE = State Endangered.

* Mountain Lion is considered as a Specially Protected Mammal Species and is included in the list of Covered Species for the HCP Permit.

Table B-1. Annual Schedule for Effectiveness Monitoring on OCTA Preserves

Action	Frequency/ Schedule	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Adopt RMP							BL ST W	P E																						
Effectiveness Monitoring:																														
Rare Plants	3 to 5 years	BE LT W			PS							BE LP ST W			BE LP ST W			BE LP ST W				BE LP ST W				BE LP ST W				BE LP ST W
Reptiles	4 years	BE LT W			PS							ST LP W	BE ¹				BE LP ST W				BE LP ST W				BE LP ST W					
Birds	4 years	BE LT W			PS		BL PT W				BL PS TW				BE LP ST W				BE LP ST W				BE LP ST W				BE LP ST W			
Mammals ^a	4 years	BE LT W			P		S	P	E	BL ST W		P	P, E	BL ST W		P	E	BL ST W		P	E	BL ST W		P	E	BL ST W		P	E	BL ST W

¹ Effectiveness monitoring for western pond turtle was conducted in 2021.

Action	Frequency/ Schedule	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Natural Communities Quantitative ^b	4 years					B L W	B L W	B L W	B L W	B L W				B E L P S T W				B E L P S T W				B E L P S T W				B E L P S T W				B E L P S T W
Natural Communities Comprehensive	10 years	B E L T W			P S									B E L P S T W								B E L P S T W								

Red Italics = Baseline Survey

^a Mammal monitoring is completed with wildlife cameras and is an on-going monitoring activity. Every 4 years an analysis of the data is completed to interpret mammal monitoring data.

^b Methodologies to complete quantitative monitoring of natural communities are currently being reviewed with the other regional conservation entities and the Wildlife Agencies. A pilot program has been initiated at other OCTA Preserves. An agreed upon monitoring will be applied to the Preserves going forward once methodologies are finalized.

Key:

Letter ID	OCTA Preserve	Location
B	Bobcat Ridge (formerly Hafen)	Trabuco Canyon
E	Eagle Ridge (formerly Hayashi)	City of Brea
L	Live Oak Creek (formerly Saddle Creek South)	Trabuco Canyon
P	Pacific Horizon (formerly Aliso Canyon)	City of Laguna Beach
S	Silverado Chaparral (formerly MacPherson)	Silverado Canyon
T	Trabuco Rose (formerly Ferber Ranch)	Trabuco Canyon
W	Wren's View (formerly O'Neill Oaks)	Trabuco Canyon

TRABUCO ROSE PRESERVE USACE/SWRCB ANNUAL MONITORING FORM

A total of 1.75 acres of waters of the U.S., of which 0.14 acre consists of wetlands, within Trabuco Rose Preserve is compensatory mitigation for U.S. Army Corps of Engineers (USACE) and California State Water Resources Control Board (SWRCB) in the form of preservation (Exhibit 1). While monitoring and reporting for the entire Preserve is related to the USACE/SWRCB mitigation sites since these are surrounding buffer areas, this appendix provides the USACE/SWRCB with the information they require regarding tasks within the Trabuco Rose RMP that are specific to their mitigation areas. The tasks also apply to a 50-foot buffer from these preserved waters of the U.S. to ensure the sustainability of the USACE mitigation site.

The Section 404 permit authorizing the use of mitigation at the Trabuco Rose Preserve for OCTA M2 freeway projects was issued by the USACE on December 8, 2017. The SWRCB issued a letter assuring the use of mitigation at the Preserve on January 22, 2018. The initial Section 401 and 404 permits requesting the use of Trabuco Rose Preserve mitigation were issued on October 25, 2018 (Section 401 Water Quality Certification File #SB18018IN) and October 29, 2018 (Section 404 Letter of Permission File Number SPL-2018-00129-TDK), respectively. While monitoring has been ongoing at the Preserve per the NCCP/HCP, monitoring specific to the USACE/SWRCB areas and tasks began on January 1, 2019, in advance of impacts associated with the first project requesting the use of Trabuco Rose mitigation.

A. Biological Resources

Element A.1 – Waters of the U.S., including wetlands

- I. *Task: At least one annual walk-through survey will be conducted to qualitatively monitor the general condition of these habitats. General topographic conditions, hydrology, general vegetation cover and composition, invasive species, and erosion or aggradation will be noted, evaluated and mapped during a site examination in the spring. Notes to be made will include observations of species encountered, general water quality (i.e., turbidity, pollutants such as oil sheen), general extent and condition of non-wetland waters of the U.S., and any occurrences of erosion or aggradation, and weed/non-native species invasion.*

Monitoring Summary: GLA conducted an annual walk-through survey to qualitatively monitor the general condition of preserved waters of the U.S. on March 27, May 7, and June 25, 2019. Preserved waters of the U.S. are depicted on Exhibit 1. Reference photograph locations were established and are attached as Exhibit 2. A map depicting photograph locations is attached as Exhibit 1.

See below for a summary of the monitoring results:

1. **Drainage 1/Site Photo 1** – Drainage 1 consists of an ephemeral tributary in a steep canyon. No water was present during the monitoring. The drainage is mostly vegetated, primarily with healthy California sagebrush scrub and some coast live oak woodland. No invasive species or weed/non-native species invasion was noted. No erosion or aggradation was noted. Overall, the drainage is

in good condition, does not appear to have changed in extent since the baseline mapping, and no actions are recommended to maintain the current condition.

2. **Drainage 2/Site Photos 2, 3, 5, 6, and 7** – The upper ephemeral tributaries associated with Drainage 2 (photographs 2, 3, and 7) are within steep canyons and are mostly vegetated. No water was present during the monitoring. Vegetation includes California sagebrush scrub, coast live oak woodland, laurel sumac-lemonade berry chaparral, and California buckwheat scrub. No invasive perennial species were noted within the upper tributaries of Drainage 2; however, non-native grasses (i.e., ripgut brome (*Bromus diandrus*)) were present within the buffer of the road between photos 3 and 7. The non-native grasses appear to be contained to the disturbed area next to the road and are not encroaching into waters of the U.S. No active restoration is recommended at this time; however, monitoring will continue. No erosion or aggradation was noted. Overall, the upper tributaries associated with Drainage 2 are in good condition, do not appear to have changed in extent since the baseline mapping, and no actions are recommended to maintain the current condition.

The lower portion of Drainage 2 (photograph 6) is a lower gradient ephemeral stream segment in the valley floor and is mostly vegetated. No water was present during the monitoring. Vegetation includes arroyo willow thickets, mulefat (*Baccharis salicifolia*), coast live oak woodland, and Eucalyptus. No invasive species or weed/non-native species invasion was noted in the portion of Drainage 2. No erosion or aggradation was noted. Overall, the lower portion of Drainage 2 is in good condition, does not appear to have changed in extent since the baseline mapping, and no actions are recommended to maintain the current condition.

The wetland (photograph 5) at the southernmost point of USACE/SWRCB mitigation associated with Drainage 2 was almost completely filled with open water during the May 7, 2019 monitoring. Vegetation surrounding the open water consisted primarily of mulefat. The water was clear and no pollutants were observed. No erosion or aggradation was noted. The wetland appeared to have gotten larger, at least temporarily due to a heavy storm year, and the tamarisk (*Tamarix ramosissima*) was no longer present. The wetland is in good condition and no actions are recommended to maintain the current condition.

3. **Drainage 3/Site Photo 4** – Drainage 3 is a large drainage complex consisting of steep canyon ephemeral tributaries. No water was present during the monitoring. Vegetation includes California sagebrush scrub, coast live oak woodland, laurel sumac-lemonade berry chaparral, California buckwheat scrub, scrub oak chaparral, chamise chaparral, and needle grass grassland. A small amount of fennel (*Foeniculum vulgare*) and artichoke thistle (*Cynara cardunculus*) was present in the very upper portion of a tributary of Drainage 3, which was subsequently removed (photograph 4). Some areas are naturally erosive but are not actively eroding. No aggradation was noted. Overall, the drainage is in good condition, does not appear to have changed in extent since the baseline mapping, and no actions are recommended to maintain the current condition.

- II. *Task: Hydrology and erosion control activities within preserved waters of the U.S. shall be coordinated with Regulatory Agencies. The Preserve Manager will inspect preserved waters of the U.S. immediately after a heavy rain storm to identify problems with erosion and sedimentation. Where erosion or sedimentation is identified, the Preserve Manager will coordinate with the USACE to implement BMPs (e.g., install control devices) as soon as possible to avoid further damage. In addition, access will be restricted to limit further damage or where required for safety purposes.*

Monitoring Summary: GLA was onsite several times through the rainy season and at the end of the rainy season (January 23, March 27, April 11, May 7, October 10, and December 13, 2019) to check for erosion and sedimentation issues within drainage areas onsite. No active erosion or sedimentation was identified within preserved waters of the U.S., which were specifically checked on March 27, May 7, and June 25, 2019. As such, no hydrology and erosion control activities within preserved waters of the U.S. were conducted during 2019.

- III. *Task: CRAM will be updated using the existing baseline scores. This will be completed every 5 or 10 years depending on qualitative changes observed through the annual monitoring efforts. If no changes are clearly recorded in the overall habitats, species occurrences or erosional conditions on roads and trails, a CRAM can be updated every 10 years. If a large natural event occurs such as a fire or flood, CRAM should be completed at the next five year interval to assess changes to the system and help guide adaptive management, restoration, and enhancement activities.*

Status: Monitoring was initiated in 2019; the site will be assessed for the need for CRAM monitoring in 2024.

- IV. *Task: During each annual site visit, record general areas of persistent or problematic trash and trespass. Record type, location, and management mitigation recommendations to avoid, minimize, or rectify a trash, trespass, and/or potential fire hazard impact.*

Monitoring Summary: No trash was observed in preserved waters of the U.S. No signs of fire hazards within preserved waters of the U.S. were identified. Although there are signs of occasional trespass documented via wildlife cameras on the Preserve (not documented in USACE/SWRCB mitigation areas), no vandalism (including trail/fence cutting or signage vandalism) has occurred on the Preserve within the recent past.

- V. *Task: Reference photograph locations and a photo location map will be established. Site photographs depicting existing site conditions and documenting management activities will be taken from the reference sites.*

Monitoring Summary: Reference photograph locations and a photo location map were established in 2019. See attached Exhibits 1 and 2.

Element A.2 - Threatened/Endangered Animal Species Minimization

- I. *Task: Avian Species: CAGN – Management activities during the breeding season¹ that have the potential to destroy active nests (e.g., spraying or pulling vegetation off existing roads or trails within coastal sage scrub) or disrupt nesting activities (e.g., weed whipping along roads and trails adjacent*

¹ The breeding season for gnatcatcher is February 15 through August 31.

to coastal sage scrub) will be conducted under the oversight² of a monitoring biologist³ who will ensure that nesting activities for gnatcatcher nests are not disrupted and that no nests are destroyed. In addition, a specific nesting bird policy for Preserve management (Appendix D of the RMP) has been approved by the Wildlife Agencies. This policy conforms to existing regulations and procedures for protection of nesting birds.

As normal operating practice, routine management activities are conducted during the non-breeding season. Since no activities are anticipated to occur during the nesting season for any of the listed species, no funding specific to this task is allocated. The USACE mitigation sites were specifically located in areas that are not anticipated to be subject to emergency work. In the unlikely event that work is necessary, the contingency fund (i.e., 15% contingency added to the annual task total) would be used.

Monitoring Summary: RECON field crews performed maintenance work, with direction and oversight conducted by a RECON Restoration Biologist. Prior to maintenance tasks (performed during bird breeding season), a biologist would check work areas for nesting birds, and proceed accordingly based on findings of surveys. All work was done consistent with the OCTA Resource Management Plans (RMPs).

Element A.3 - Invasive Species

- I. *Initial Task: A Restoration Ecologist shall prepare an invasive species management plan (see RMP Section 3.2) for the Preserve and include preserved waters of the U.S. in the plan to target the above species. The invasive species management plan must be approved prior to recordation of the conservation easement.*

Status: The USACE approved the invasive species management plan on January 18, 2018. Implementation is ongoing.

- II. *Task: Each year's annual walk-through survey (or a supplemental survey) will include a qualitative assessment of potential or observed weed invasions, primarily in or around the waters of the U.S. Additional actions to control invasive species will be evaluated and prioritized on an annual basis, as necessary, to ensure that any new growth of invasive plant species is treated and not permitted to become large masses that degrade the functions and services provided by any of the conserved habitats.⁴*

² "Oversight" includes, but is not limited to, the following activities, which will be conducted as necessary to ensure that no nests are destroyed and that nesting activities of listed species are not disrupted: training personnel on vegetation to be avoided and removed; flagging specific areas to be avoided; training personnel on avoidance and minimization measures; regularly inspecting work activities; and providing direct supervision of management activities when necessary.

³ The monitoring biologist will be familiar with the listed species that potentially occur in the affected habitat (i.e., gnatcatcher) and its breeding behavior.

⁴ Monitor and maintain control over target invasive plant species that threaten native plant communities within the USACE mitigation site, including cardoon (*Cynara cardunculus*), giant reed (*Arundo donax*), Mexican fan palm (*Washingtonia robusta*), pampas grass (*Cortaderia selloana*), shortpod mustard (*Hirschfeldia incana*), tree tobacco (*Nicotiana glauca*), salt cedar (*Tamarix ramosissima*), and wild oats (*Avena fatua* and *A. barbata*). These species are targeted due to their level of invasiveness within onsite habitats, rated as "high" or "moderate" by the California Invasive Plant Council (Cal-IPC). Monitor

Monitoring Summary: GLA conducted an annual walk-through survey to qualitatively monitor for weed invasions and invasive species within or adjacent to preserved waters of the U.S. on March 27 and May 7, 2019. In general, the USACE/SWRCB mitigation sites currently appear to be very stable with established native habitat present. As noted above, a small amount of fennel and artichoke thistle was present in the very upper portion of a tributary of Drainage 3, which was subsequently removed. No other issues or recommendations were made regarding invasive species or weed invasions.

- III. *Task: Each year's annual walk-through survey (or a supplemental survey) will include an assessment of potential infestations of invasive insects and other pathogens that can threaten native habitat within preserved waters of the U.S. The Preserve Manager will stay current on the latest information and science of invasive insects or other pathogens (e.g. goldspotted oak borer) and monitor for signs of infestations as part of general stewardship monitoring. If an infestation is identified, the Preserve Manager will coordinate with the OCTA NCCP/HCP Administrator, Regulatory Agencies, and the Wildlife Agencies on any appropriate control actions.*

Monitoring Summary: On May 15 and 16, 2019, Dudek arborists evaluated trees within the USACE/SWRCB mitigation areas and 50-foot buffer for invasive shot hole borer (*Euwallacea fornicatus*; ISHB), goldspotted oak borer (*Agrilus auroguttatus*; GSOB), and other invasive insects and pathogens and none were found. A report detailing the results of the tree survey is attached to the Annual Monitoring Report as Appendix E.

B. Security, Safety, and Public Access

Element B.1 - Trash and Trespass Monitoring, Enforcement, and Repair

- I. *Task: Approved trails, roads, and recreational activities (see Section 3.1.3 of RMP, "Ferber Ranch Public Access Plan") shall be located outside of preserved waters of the U.S. The Preserve Manager will be responsible for enforcing public access guidelines and ensuring that only permitted recreational and general access activities occur within the Preserve.*

Monitoring Summary: No trails, roads, and recreational activities were located within preserved waters of the U.S. The Preserve Manager enforced public access guidelines and ensured that only permitted recreation and general access activities occurred within the Preserve.

- II. *Task: As needed, and at least once yearly collect and remove all observed trash and repair and rectify vandalism and trespass impacts within the USACE mitigation site.*

Monitoring Summary: The USACE mitigation sites were monitored for trash and none was observed. Although there are signs of occasional trespass documented wildlife cameras on the Preserve (not

other potential infestations of invasive insects and other pathogens that can threaten native habitat within preserved waters of the U.S. The site will be monitored on an annual basis to ensure that the property maintains its biological functions and conservation value and does not degrade due to invasive plant species, trespassing, or illegal dumping.

documented in USACE/SWRCB mitigation areas), no vandalism (including trail/fence cutting or signage vandalism) has occurred on the Preserve within the recent past.

C. Infrastructure and Facilities⁵

Element C.1 - Signs, Fences, and Gates

- I. *Initial Task:* Develop a Fire Management Plan (FMP) that establishes policies and approaches to maximize protection of biological resources and preserved waters of the U.S. during fire suppression activities, to the degree feasible. Post-fire response shall be consistent with Section 3.5.3 of the RMP, "Post-Fire Response".

Status: In consultation with the local fire authority, OCTA is preparing fire management plans (FMPs) for each OCTA Preserve. The goal of this effort will be to develop FMPs that are easily implementable, establishes a framework for long-term benefits and protection, and guides decision-makers via policies and guidelines. The FMPs will address all stages of fire management: prevention, vegetation management, suppression, and post-fire responses and will help OCTA make decisions regarding fire management that also reflect conservation and stewardship responsibilities. The consultant has completed the first working draft of these FMPs and will be conducting outreach with Orange County Fire Authority, Laguna Beach Fire Department and Brea Fire Department in 2020. It is anticipated that these plans will be completed in late 2020.

- II. *Task:* During each annual site visit, record condition of signs, fences, and gates. Record location, type, and recommendations to implement fence and/or gate repair or replacement, if applicable.

Monitoring Summary: No existing signs, fencing, or gates are in need of repair or replacement. The fencing is checked on an annual basis to ensure that the wires do not have slack that could ensnare wildlife. Although there are signs of occasional trespass documented wildlife cameras on the Preserve (not documented in USACE/SWRCB mitigation areas), no vandalism (including trail/fence cutting or signage vandalism) has occurred on the Preserve within the recent past.

- III. *Task:* Maintain fences and gates as necessary by replacing posts, wire, and/or gates. Replace signs, fences and/or gates, as necessary. Signage or fencing will be located at potential access points to deter unapproved access to preserved waters of the U.S. (see Section 3.7.4, "Signage" of the RMP).

Monitoring Summary: No fence or gate maintenance was necessary.

⁵ Signs, fences, and gates are not within the mitigation area, but are being utilized to control trespass into the mitigation site at other access points on the property. Fence and gate maintenance and repair frequency will be dependent on trespass and access control issues. There is no existing infrastructure within the USACE mitigation site that may require repairs such as culverts, riprap, and gabion structures.

D. Cultural Resources

Element D.1 - Management of Cultural Resources

- I. Task: Preserve Manager will follow directives set forth in the Archeological Sensitivity Assessment (ASA) of how and where cultural resources need to be protected, and the Preserve Manager will use this information to help ensure that activities on the Preserve do not impact any sensitive cultural resources. These include: monitoring by a qualified archaeologist for any ground-disturbing activities within 100 feet of culturally sensitive areas; and if significant portions of the Preserve are ever burned by a wildfire, sensitive areas will be resurveyed for archaeological resources.*

Status: No management activities with the potential to affect cultural resources were conducted.

J. Reporting and Administration

Element E.1 – Program Management

- I. Task: Coordinate long-term management activities with land manager staff and/or third-party contractors conducting work on the Preserve (i.e., biologists, habitat restoration ecologists, and/or maintenance contractors).*

Status: The Preserve Manager (OCTA) coordinated long-term management activities as-necessary with the entities described above. Specifically, OCTA coordinated biological monitoring and habitat restoration activities with GLA as described in this Annual Report, while maintenance activities were coordinated with Recon.

- II. Task: Coordinate as needed with the fire department, police department, utility and easement holders, and/or adjacent land owners regarding encroachment issues, transients, or illegal activities, access, or other reasons, as needed.*

Status: No encroachment issues, transients, or illegal activities, access, etc., were documented in USACE/SWRCB mitigation areas on the Preserve and as such, this coordination was not necessary.

Element E.2 – Conservation Easement Enforcement

- I. Task: This task will be carried out by OCTA or a third-party easement holder and consists of review of the conservation easement and one annual inspection to assess the condition of native and non-native plant species coverage; erosion and sedimentation; hydrology and water quality; signage, fencing, and gates; trespassing/vandalism; general site condition; and will identify remedial measures necessary to maintain site compliance, as applicable. The inspection results and completion of general and habitat maintenance activities described above, corrective actions (if any), and prohibited activities (if any) will be discussed in annual reports (described below).*

Status: Although the conservation easement has not been recorded, biological monitoring is ongoing. As documented throughout this annual monitoring form, the Trabuco Rose Preserve is in good condition. Waters of the U.S. are in stable condition regarding erosion/aggradation and native vegetation communities and composition. No major issues with invasive species or weed invasions were noted. No water quality issues were observed. Signage, fencing, and gates were checked throughout the Preserve and are intact. The USACE/SWRCB mitigation and buffer areas were monitored for trash and none was observed. Although there are signs of occasional trespass documented via wildlife cameras on the Preserve (not documented in USACE/SWRCB mitigation or buffer areas), no vandalism (including trail/fence cutting or signage vandalism) has occurred on the Preserve within the recent past. As discussed above, a small amount of fennel and artichoke thistle was present in the very upper portion of a tributary of Drainage 3, which was subsequently removed. No other recommendations were necessary.

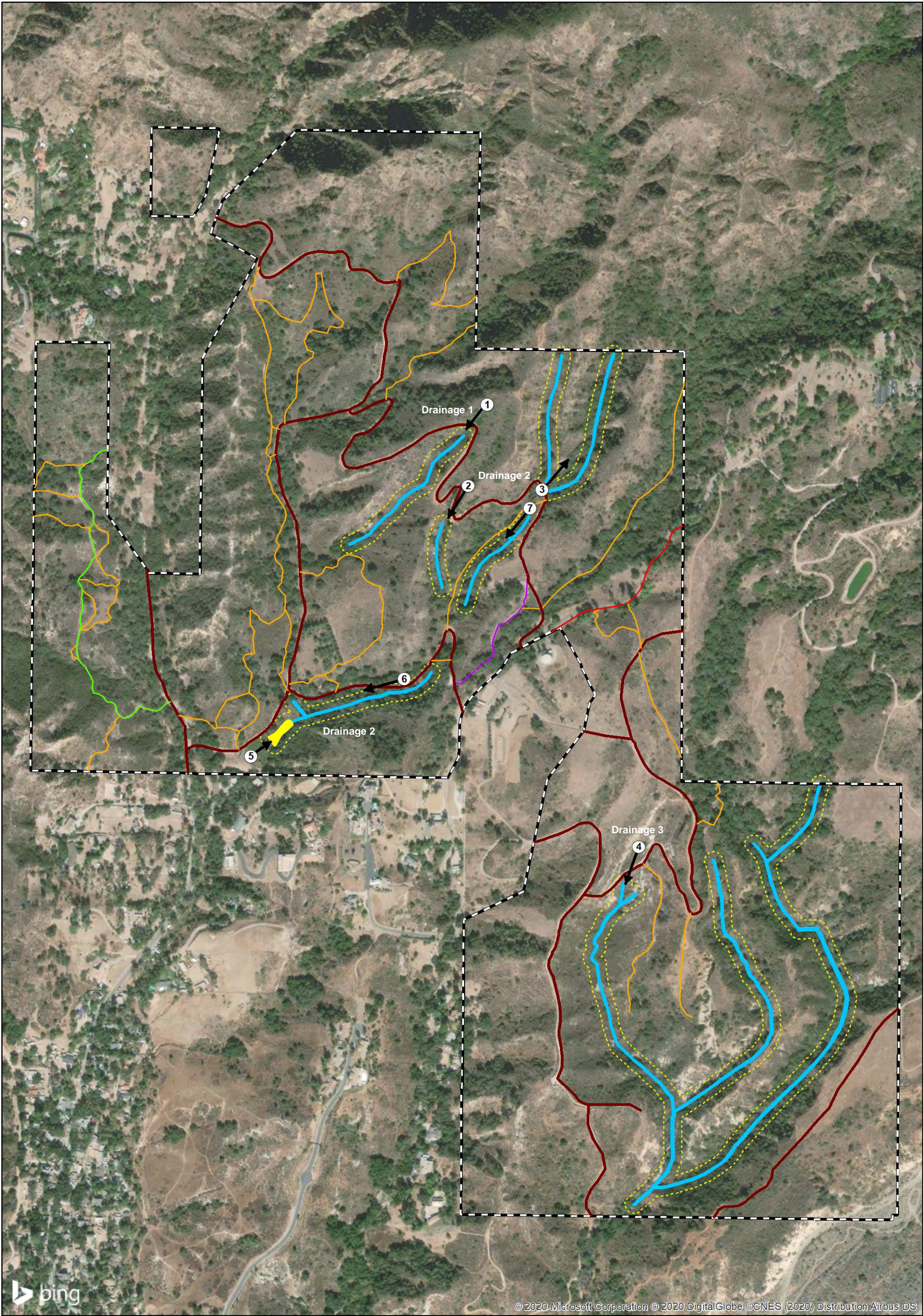
Element E.3 – Annual Report

- I. *Task: Prepare a summary of general USACE mitigation site conditions/monitoring results and management activities for inclusion in the M2 NCCP/HCP Annual Progress Report, which will be submitted per the RMP.*

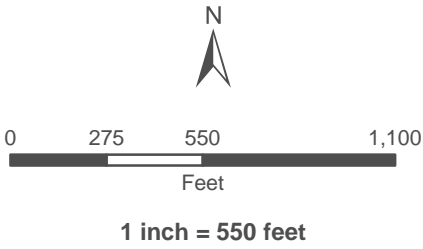
Monitoring Summary: GLA biologists conducted monitoring of the USACE/SWRCB mitigation site and adjacent buffer areas on the Trabuco Rose Preserve on March 27, May 7, and June 25, 2019. On May 15 and 16, 2019, arborists from Dudek evaluated trees within the USACE/SWRCB mitigation areas and 50-foot buffer for ISHB, GSOB, and other invasive insects and pathogens and none were found. Overall, the Preserve is in good condition. Waters of the U.S. are in stable condition regarding erosion/aggradation and native vegetation communities and composition. No major issues with invasive species or weed invasions were noted. No water quality issues were observed. Signage, fencing, and gates were checked throughout the Preserve and are intact. The USACE/SWRCB mitigation and buffer areas were monitored for trash and none was observed. Although there are signs of occasional trespass documented via wildlife cameras on the Preserve (not documented in USACE/SWRCB mitigation or buffer areas), no vandalism (including trail/fence cutting or signage vandalism) has occurred on the Preserve within the recent past. As discussed above, a small amount of fennel and artichoke thistle was present in the very upper portion of a tributary of Drainage 3, which was subsequently removed. No other recommendations were necessary.

- II. *Task: Make recommendations with regard to (1) any habitat enhancement or restoration measures deemed to be warranted, (2) any problems that need near term attention (e.g., weed removal, fence repair, erosion or aggradation control), and/or (3) any changes in the monitoring or management program that appear to be warranted based on monitoring results to date.*

Monitoring Summary: No habitat enhancement or restoration measures are warranted; no issues were documented that require near term attention, other than the fennel and artichoke thistle in Drainage 3, which was removed; and no changes in the monitoring or management program are currently warranted based on 2019 monitoring results.



- Trabuco Rose Preserve Boundary
- Non-Wetland Preservation/Mitigation - 1.61 ac.
- Wetland Preservation/Mitigation - 0.14 ac.
- Corps 50-foot Buffer
- Dirt Roads
- Foot Trails (Decommissioned)
- Foot Trails (Preserve Management)
- Foot Trails (Public Access)
- Paved Road
- 1 Photo Location



TRABUCO ROSE PRESERVE

USACE/SWRCB Preservation/Photo Location Map

GLENN LUKOS ASSOCIATES

Exhibit 1





Photograph 1: Drainage 1 facing southwest. Photo dated May 7, 2019.



Photograph 2: Drainage 2 facing southwest. Photo dated June 25, 2019.



Photograph 3: Drainage 2 facing northeast. Photo dated June 25, 2019.



Photograph 4: Drainage 3 facing southwest. View Photo dated March 27, 2019.



GLENN LUKOS ASSOCIATES

Exhibit 2



Photograph 5: Drainage 2 facing northeast. Photo dated May 7, 2019.



Photograph 6: Drainage 2 facing southwest. Photo dated May 7, 2019.



Photograph 7: Drainage 2 facing south. Photo dated June 25, 2019.



GLENN LUKOS ASSOCIATES
Exhibit 2

Orange County Transportation Authority Wildlands Safety Manual



October 2015



TABLE OF CONTENTS

Wildland Safety	1
General Tips.....	1
Equipping Your Vehicle	2
Site Considerations	3
Potential Hazards In Wildlands	5
Physical (Abiotic) Hazards.....	5
Living (Biotic) Hazards.....	6
<i>Toxic Plants</i>	6
<i>Dermatitis</i>	7
<i>Prickly, Spiny, and Thorny Plants</i>	8
<i>Arthropods</i>	9
<i>Biting and Stinging Insects</i>	11
<i>Reptiles</i>	12
<i>Mammals</i>	13
Important Contacts	14
Field Equipment	15
Contact Protocol	15
References	17
 Appendix A OCTA Measure 2 Environmental Mitigation Program Acquisition Properties Contacts	
 Appendix B OCTA Measure 2 NCCP/HCP Preserves Emergency Communication Protocol	

The Orange County Transportation Authority (OCTA) owns and operates a number of open space properties in undeveloped wild areas of Orange County. This manual addresses safety-related protocols that employees and land managers need to observe during the course of their duties.

WILDLAND SAFETY

General Tips

- **Check-out/Check-in.** Let your immediate supervisor know exactly where you will be, approximate times when you will be there, and when you plan to return. Check-out when you leave from the office and check-in when you return to the office. If you are not going to return to the office that day after your visit, inform your supervisor before you leave the site.
- **Attire.** Dress appropriately for the field. Plan to get dirty. Wear a long-sleeved shirt, long pants, and socks appropriate to your task. Shoes should be sturdy with ankle support, closed at the toe, and have tread appropriate for your work tasks. A hat, sunglasses, and sunscreen are recommended. Bring along a jacket, sweatshirt, or coat.
- **Allergies and Medications.** Wildlands are full of items (allergens) that can provoke allergic reactions in sensitive people. Known allergies should be reported to your supervisor. If a particular site is known to be full of allergens to which you are particularly sensitive (such as pollen or dust), you might decide to stay out of that site, especially while that allergen is pervasive. If you are sensitive to venom from bee stings, you should carry with you at least one epinephrine (adrenalin) injector (“epi pen”) and teach your associates how and when to use it on you. If you require the use of a prescription drug while on an OCTA site, be sure to take it with you. Note that drugs are prohibited unless they were prescribed to you by a licensed medical professional; the name of the drug and your prescription must be affixed to the container.
- **Directions.** Consult a good, current map before you go and bring it along during your visit. Know how to find, enter, and exit each property you plan to visit.
- **Fire Conditions.** Check the fire conditions for the area you intend to visit. Do not visit wildland sites during “high fire risk” periods and periods of high winds. There are multiple methods to acquire that information.
 - *Orange County Fire Authority (OCFA).* Call OC Fire Authority’s Fire Information line at (714) 573-6200.
 - *Fire Weather.* The National Weather Service’s *California Fire Weather* is a website that provides red flag warnings and fire weather watch information. To check fire conditions for Orange County, visit <http://www.wrh.noaa.gov/firewx/?wfo=sgx> and click once on the illustration of Orange County (Fire Weather Zone CAZ242) and the adjacent Santa Ana Mountains (CAZ257).
 - *Computer and Smartphone Applications.* Several exist but perhaps the best is Weather HD. It is available for iPhone, iPad, and iPod Touch.
 - *AlertOC.* Consider signing up for AlertOC, a mass notification system that sends up-to-date voice messages about emergencies and local events to a telephone number you provide. Knowing this information ahead of time may help you plan the best date to make a site visit and determine your most efficient route of travel. To sign up, visit <http://bos.ocgov.com/alertoc/alertoc.asp>.

- **The Buddy System.** You should visit wildlands only if you are accompanied by at least one other person. Consult OCTA policy to be sure that the person you select is approved to visit those properties. In most cases, only certain OCTA employees are allowed access to wildlands. Non-OCTA employees must be pre-approved by your supervisor.
- **Communication Device.** Bring along at least one form of communication device (vehicle radio, two-way radio, cell phone). Check to be sure that it is working, fully charged, or has fresh batteries. If rechargeable, bring its vehicle charger. Let your supervisor know which communication device(s) you are taking and what their numbers/call signs are. Many wildland properties have no cell phone reception, so be prepared to be out of cellular range. While traversing the site(s), monitor the reception of your communication devices. Consider a secondary means of communication. If an OCTA site has no communication reception, document and report it to your supervisor upon your return. He/she might have suggestions for future communication methods. In the event of an emergency, dial 911 or call Dispatch to report a problem.
- **On the Road.** Before you head out for the field, you need to determine if the vehicle you plan to take to the property is suitable for the terrain. If necessary, the vehicle may need high-clearance and/or four-wheel-drive. You also need to determine if the road conditions are conducive for your visit. Excessive mud at unpaved sites will certainly spoil your day. In general, unpaved sites should not be driven on for at least 48 hours after a significant rain event. Your vehicle must have an operable spare tire and the tools necessary to change a tire. The vehicle must also be maintained properly and have enough fuel for your visit and return trip.
- **Use Common Sense.** Wildland visits are for official uses only. Drugs are prohibited (except those for which you have a written medical prescription affixed to the container). No pets, alcohol, hunting, fishing, firearms, or smoking are permitted. Do not leave your trash at a site. Do not remove items from a site unless you have express permission to do so.

Equipping Your Vehicle

The vehicle you use to visit wildland properties should be outfitted with the following equipment:

- **Fire Extinguisher.** Make sure your fire extinguisher is rated as “2-A:10-B:C”. Such an extinguisher would be effective against (1) a Class A fire (most burnable items) that is 10 square meters in size (1-A covers five square meters in size, 2-A covers twice that size) or (2) a Class BC fire (B is for flammable and combustible gases and liquids, C is for energized electrical equipment) that is 2.5 square meters in size (1-BC covers 0.25 square meter, 10 times that is 2.5 square meters). Your fire extinguisher must have been inspected and certified as charged and fully operational within the last year. As a quick reminder, to use a fire extinguisher, follow the word PASS: **P**ull the pin, **A**im at the base of the fire, **S**queeze the lever, **S**weep from side to side. Even if you succeed in putting out a fire, report it to 911 or call Dispatch for guidance.



- **Shovel.** A long-handled shovel might be needed to dig yourself out of situations such as getting your vehicle out of mud or sand, piling soil atop a fire, or digging a path for water to flow. Be sure the shovel has an intact handle that will not drive splinters into your hands.
- **Drinking Water.** Bring along one gallon of drinking water per person, per field day. Add another ½ gallon per person for personal needs such as washing.
- **Personal Supplies.** Most wildland sites have neither restrooms nor washing facilities. Bring along a supply of toilet paper, hand-sanitizing liquid, paper towels, and other personal hygiene items as needed. If you or your companion(s) take prescription medications, be sure to take them along.
- **First Aid Kit.** A standard first aid kit should contain an assortment of small and large bandages, gauze pads, medical tape, small scissors, alcohol wipes, triangular cloth or bandage (to make an arm-sling), two or more very long lengths of rolled gauze, low dose baby aspirin, adult (non-enteric-coated) aspirin, and topical antibiotic. Note that the use of snake bite kits and devices are no longer recommended by the American Red Cross (Markenson et al. 2010) because they can cause tissue damage and do not benefit the victim; those kits and devices should be removed from all first aid kits.
- **Administration of First Aid.** Employees need to be aware that they should assist others in need of first aid and related situations. California's "Good Samaritan Act" (California Health and Safety Code §§1799.100-1799.112) encourages individuals to assist others in need during an emergency, and frees them from liability for any civil damages resulting from that assistance. Prior to administering Cardiopulmonary Resuscitation (CPR) and tending to serious injuries, employees should be formally trained and educated in those techniques and in strategies to avoid bloodborne pathogens.
- **A Few Good Tools.** Helpful tools include a whistle, work gloves, trash bags, flagging tape (to indicate plants, structures, or field items in need of service), a multi-purpose tool (or standard pliers, wire cutters, screwdrivers), and a hammer.



Site Considerations

- Most wildland sites are protected by a locking gate. After you unlock and pass through a locked gate, be sure to re-lock it.
- Do not operate heavy machinery unless you are officially approved/certified to do so.
- Do not use heavy machinery unless a full water truck or other similar fire extinguishing tool is also on site.
- Drive slowly enough to anticipate rough roads, bumps, holes, and obstructions.
- Drive only on paved roads and established unpaved routes. Do not deviate from those roads and routes unless it is unavoidable and you have prior approval to do so.

- Park your vehicle safely, in as level a spot as you can. Put the gear in Park, firmly set the emergency brake, and shut off the engine. Take your keys with you when you exit the vehicle. Do not park over tall, dry vegetation.
- If you encounter trespassers, do not confront or provoke them. Contact Dispatch with a description of the trespassers. Dispatch will alert local law enforcement who are trained and authorized to handle such situations. If the trespassers are threatening and/or appear to be engaged in illicit activities, leave the site immediately.

POTENTIAL HAZARDS IN WILDLANDS

A variety of hazards may be encountered in wildlands. These include physical hazards from non-living (abiotic) factors (e.g., rocks, debris, and environmental factors) and hazards from living (biotic) factors (e.g., toxic plants, poison oak, and potentially harmful animals).

Physical (Abiotic) Hazards

- **Topography.** Uneven terrain can make walking a challenge, so watch your step. Hills and valleys can be steep; do not attempt to walk up or down them unless you are physically up to the task.
- **Rocks, Unstable Land, and Leaf Litter.** Rocks may become loose and tumble downslope onto you or your colleagues. Walk around, not on, piles of rocks. The land might not be stable enough for your weight, especially at the edges of drop-offs and when soil is wet. Be aware of how firm the ground is as you step. Stay away from canyon or creek edges with steep slopes. Leaf litter (piles of dead leaves that accumulate on the ground) may rest atop a soil depression or other unstable ground. Do not walk in leaf litter, go around it.
- **Wind, Sun, Rain, Mud, Temperatures.** Environmental factors may produce sunburn and skin-drying. Apply sunscreen at least 20 minutes before you arrive at the wildland area. Rain can soak the ground and make it difficult to drive and walk. In general, neither drive nor walk on unpaved ground for at least 48 hours after a significant rain event. Have on hand a light windbreaker jacket to reduce exposure to winds and rain gear in case it rains. Postpone your visit during rainy, windy, and dust-driving events.
- **Safe Drinking Water.** Only drink water that has been properly treated so that it is safe to drink. Pathogenic organisms such as *Giardia lamblia* and *Entamoeba histolytica* are found in untreated water such as lakes, ponds, streams, creeks, and rivers throughout the world. Ingestion of water that contains them can cause severe gastrointestinal distress. Never drink untreated water from the outdoors.
- **Heat Stress and Hydration.** Exposure to high temperatures and exertion may cause heat-related illnesses such as heat stroke, heat exhaustion, or heat cramps. Heat stroke occurs when the body loses its ability to control its temperature. Symptoms include high body temperature, confusion, loss of coordination, hot dry skin, profuse sweating, throbbing headache, seizures, or coma. Heat exhaustion and heat cramps occur when the body loses an excessive amount of water and salts (electrolytes), usually through sweating. Symptoms of heat exhaustion include rapid heart beat, heavy sweating, extreme weakness or fatigue, dizziness, nausea and/or vomiting, irritability, fast shallow breathing, slightly elevated body temperature. Symptoms of heat cramps include muscle cramps, pain, or spasms in abdomen, arms, or legs. Treatment for all forms of heat stress includes moving the victim to shade, giving them water or other cool beverages to drink, cooling off their body with water (with wet towel/sponge or in a cool bath/shower). Medical treatment by a health care professional may be required. Ingesting salt tablets is not recommended as treatment for heat stress. Avoid heat stress by working only during cooler temperatures, preferably out of direct sunlight. Take frequent breaks, especially as the ambient temperature rises. Drink water often enough not to become thirsty (in general, at least once per hour). Carefully monitor yourself and coworkers for symptoms of heat stress.
- **Cold Stress.** Exposure to low temperatures or work in cold places may cause cold-related illnesses. Cold stress is generally not as severe here in warm, sunny southern California as it is in other parts of the country, but it can occur. Symptoms include



shivering, fatigue, loss of coordination, confusion, disorientation, slowed pulse and breathing, numbness, aching, bluish or pale waxy skin, and bleeding under the skin. Treatment includes moving the victim into a warm place, removal of wet clothing, application of warmth (usually with blankets or an electric blanket), and warm beverages. Do not give the victim alcoholic beverages. Medical treatment by a health care professional may be required. Avoid cold stress by wearing appropriate clothing and protecting head and extremities from heat loss. Wear a hat, take breaks in warm locations, carry extra clothing and chemical hot packs, and drink hot liquids. Carefully monitor yourself and coworkers for symptoms of cold stress.

- **Debris.** All sorts of debris (e.g., nails, rusty metals, sharp branches, and assorted sharp items) may exist on the site. Be aware of such hazards and avoid them. If your job includes the gathering and/or removal of such items, dress appropriately as required by your job description.
- **Fire.** In the event of fire that starts on site, attempt to suppress it with your fire extinguisher and shovel. Even if you succeed in putting out a fire, report it to 911 or call Dispatch for guidance. If an established fire is approaching your location, exit the location immediately; report it to 911; and call Dispatch for guidance.
- **Earthquakes.** While at a site, stand in areas that would be safe in the event of an earthquake. If your job or task requires you to be in problematic spots, then have an exit route planned. For example, if you are under a very large tree that has limbs that could break and fall, know where you could go to avoid those limbs.

Living (Biotic) Hazards

Toxic Plants

A few local plants are toxic to humans if they are ingested.

- **Blue Elderberry.** Blue elderberry (*Sambucus nigra* ssp. *caerulea*) is shrub or small tree, 6 to 26 feet tall and about as wide. Its leaves are about seven inches long and are divided into between three and nine leaflets. Its tiny creamy yellow flowers are arranged in broad clusters. Its fruits are small and round, and ripen in summer. The entire plant, especially its fruits, contains chemicals that are toxic to mammals (birds can eat them). Humans are exposed to the toxins when they make flutes from its hollow stems and from eating its fruits. Do not touch its sap nor ingest any part of the plant. Native to southern California, it is an important plant in the wild. Do not eradicate it. 
- **Poison Hemlock.** Poison hemlock (*Conium maculatum*) is an upright annual that grows up to nine feet tall. Its green stems are covered with purple dots and blotches. Its carrot-like leaves are finely divided into numerous leaflets. Flowers are tiny, white, and arranged into round-topped clusters. All parts of this plant are extremely toxic. Do not touch its sap or ingest any part of the plant. It was introduced here from Europe and persists as an aggressive weed. 

- **Castor Bean.** Castor bean (*Ricinus communis*) is an upright, branching shrub, green to purple in color, with huge palm-shaped leaves. Its flowers are small and appear on upright stalks. Each fruit is spiny and contains a single shiny seed mottled with purple. The sap contains Ricin, one of the most toxic natural chemicals known. Ingestion of a single seed causes death. Do not touch this plant, especially its seeds, leaves, and sap. It was introduced here from Europe and persists as an aggressive weed.



Dermatitis

Some plants produce inflammation of the skin (dermatitis).

- **Western Poison Oak.** Western poison oak (*Toxicodendron diversilobum*) is a low-growing herb, shrub, or vine. Its leaves are divided into three variously shaped leaflets. Flowers are small, creamy yellow, and appear on short stalks near the leaf bases. Fruits are small and round. Its sap contains urushiol, which is a chemical that binds with skin upon contact. Later that day or one to two days later, it produces an intensely itchy rash with red fluid-filled pustules. The plant loses its leaves in fall and winter.



Contact with this plant (even when it is bare) can produce the rash. Do not contact any part of this plant. This plant should be trimmed only by qualified personnel in protective gear.

- **Cluster Flowers.** Cluster flowers (*Phacelia* spp.) are upright to sprawling annuals or perennials, often covered in hairs. Flowers are arranged in a dense, one-sided coil that looks like the head of a violin or tail of a scorpion. Each flower is more-or-less funnel-shaped; white-, blue-, or purple-colored. There are 13 types of cluster flowers in Orange County. Most of them have stiff, sharp-tipped hairs that lightly puncture the skin and inject chemicals that produce an itchy rash and raised pustules in some people. Do not contact any part of this plant. Native to California, they are important plants in the wild. Do not eradicate them. Some species are rare and legally protected.



- **Poodle Dog Bush.** Poodle dog bush (*Eriodictyon parryi* [formerly called *Turricula parryi*]) is an upright, short-lived perennial that can grow up to nine feet tall. Its leaves are long and narrow. Flowers are in dense clusters on long stalks. Each flower is trumpet-shaped and purplish. Like cluster flowers (they are related), it has long stiff hairs that inject chemicals which cause dermatitis in some people. Do not contact any part of this plant. Native to California, it is an important plant in the wild. Do not eradicate it.



Prickly, Spiny, and Thorny Plants



- **California Blackberry.** California blackberry (*Rubus ursinus*) is a long vine covered with straight or curved prickles. Its lower leaves are divided into three pointed leaflets, upper leaves similarly divided or 3-lobed, sometimes neither divided nor lobed. Its attractive flowers have five white petals. It produces a cluster of edible red-black fruits in summer. The prickles may puncture the skin but the plant has no toxins. It often grows entangled with western poison oak. Native to California, it is an important plant in the wild. Do not eradicate it. Note that a similar-looking species, Himalayan blackberry (*Rubus armeniacus*), has larger leaves with five pointed leaflets and is not native.



- **Gooseberries.** Gooseberries (*Ribes* spp.) are upright to sprawling shrubs, often around six to nine feet tall. It has leaves with three lobes, some hairless and shiny, others hairy and ruffled. Its flowers hang downward. They have white or red petals. Their edible fruits appear in spring and summer. There are four species in Orange County, and all have stout spines that grow from the nodes (the tissue from which leaves grow out of the stem). One of them also has numerous sharp prickles along the stem. The spines and prickles may puncture the skin, but the plants have no toxins. Native to California, they are important plants in the wild. Do not eradicate them.



- **Stinging Nettles.** Upright plants that grow in moist soils, their leaves are lance- to oval-shaped, with large teeth along the edges. Flowers are tiny, have no petals, and hang from short branched stalks near the leaf bases. Stems and leaves are covered in stiff stinging hairs that inject chemicals into skin upon contact. Do not contact any part of these plants. We have two species. Hoary Nettle (*Urtica dioica*) is a large upright perennial, 3-10 feet tall. It also has soft grey hairs that give it a grayish cast. Native to California, it is an important plant in the wild. Do not eradicate it. Dwarf Nettle (*Urtica urens*) is an upright annual to 2 feet tall, bright to dark green in color. A weed, introduced here from Europe.

- **Cacti.** Cacti are upright perennials with green stems that store water. Their tiny leaves fall off in spring. Some leaves are modified into long spines that may puncture the skin; sometimes they break off and remain in the skin, necessitating medical treatment. In most species, the areoles (specialized tissues from which leaves and spines grow) also bear very short, slender, barbed spines called glochids. Glochids may enter the clothes and skin (often in the hands) from where they can be accidentally transferred to your eyes and sensitive skin, also necessitating medical treatment. Do not touch any part of a cactus. Native to California, cacti are important plants in the wild. Do not eradicate them.
- 
- **Chaparral yucca.** Chaparral yucca (*Hesperoyucca whipplei*) is an upright perennial with numerous long, stiff leaves. Each leaf has abundant tiny teeth along its edge and a stout spine at its tip. The large flower stalk begins to grow in mid-winter. Its creamy-yellowish to purplish flowers open in spring. Although the plant has no toxins, leaf tips can penetrate the skin and cause pain. Do not touch the leaves. Native to California, they are important plants in the wild. Do not eradicate them.
- 

Arthropods

Arachnids

These animals have eight legs as adults, one to two main body parts, a variable number of eyes, and mouthparts (chelicerae) that pierce and suck body fluids from their prey or host.

- **Ticks.** Ticks are small arachnids no bigger than a pencil-tip eraser (often much smaller), generally flattened front-to-back. They sit on plants with front legs outstretched and grab hold of an animal when it walks by. They drive their barbed mouthpart (hypostome) into the skin, inject salivary enzymes that digest blood, then suck the digested blood into their body. In the process, they leave some saliva, to which vertebrates often have a skin reaction. Some species harbor bacteria and/or viruses (microbes) that can be transmitted (vectored) to the host. Many of these microbes cause diseases such as Lyme disease and Rocky Mountain Spotted Fever; both have been reported locally. If a tick attaches, a tick-removing tool (available from most outdoor stores) or a pair of blunt-tipped forceps are needed to remove it. Prevent ticks by staying out of places they prefer, wear long pants with socks, and spray insect repellent on pant legs, socks, and shoes.



- **Mites.** Mites are similar to ticks but are much smaller, sometimes observable only with a magnifier. The young stages of some species (chiggers) often live near water, in grasslands, and among oak leaf litter. They feed on vertebrates for a short while, then crawl off. Their saliva produces intense-itching and raised pustules, but the effects appear only after the chiggers have departed. Prevent mites by staying out of places they prefer, wear long pants with socks, and spray insect repellent on pant legs, socks, and shoes.



- **Scorpions.** Scorpions are long arachnids with one main body part, two claw-tipped pedipalps, and a long tail that ends in a bulbous apparatus tipped with a spine. They live in earthen tunnels and under plant debris. They are generally active at night and feed on insects and other arachnids. Most species have venom in the bulb; the tail is used to drive the tip into a victim and inject venom. Local species are not fatal; their venom causes local pain, swelling, sweating, fever, nausea, and vomiting. A venomous species was introduced to southern California from Arizona in the late 1970s. Its venom has been recorded to cause death in some children and the elderly. It is usually simple to avoid scorpions. Do not place hands anywhere out of direct sight (e.g., under a board or log to lift it, do not reach blindly behind something), and do not tease or hold scorpions. If stung, wash the wound with soap and water. Apply ice. Keep the site lower than the heart. Get victim to medical treatment. If possible, collect the scorpion in a container and bring it to medical professionals who will consult with an entomologist.



- **Spiders.** All spiders bite and all spiders have venom. However, only one local spider has venom of consequence: the black widow spider (*Latrodectus hesperus*). It is an all-black spider about one inch long (including legs) with bulbous abdomen and a red hourglass (or two triangles) on its ventral (belly) side. Its mouthparts are tiny and the bite is not often felt. The venom typically takes effect up to an hour later. It produces severe muscle spasms, dizziness, nausea, vomiting, weakness, and severe anxiety. If bitten, treat like a scorpion sting (above). Avoid spiders as described under scorpion sting (above).

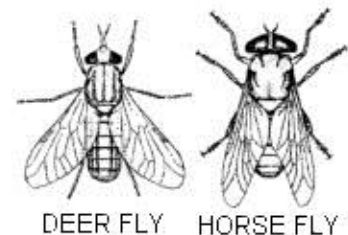


- **Centipedes.** These are long, skinny animals, flattened from front to back. Each body segment has a pair of running legs. The first pair of legs behind the head is modified into a pair of jaw-like pincers that produces a physically painful “bite” and injects a non-fatal venom. The venom produces alternating sensations of pain and numbing. If bitten, treat like a scorpion sting (see above). Avoid centipedes as described under scorpion sting (above).

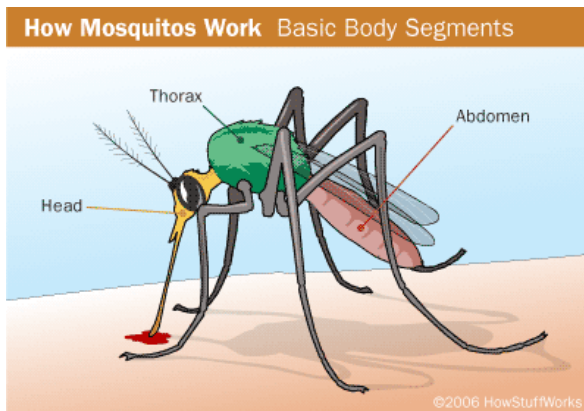


Biting and Stinging Insects

- **Beetles.** These insects have six legs, two antennae, and front wings (elytra) that are leathery or hardened. When the wings are closed, the elytra meet in a line down the center of the beetle's back. All beetles have a pair of opposable mandibles with which they cut off and chew their food. Do not pick up or harass beetles. They can give a nasty bite, but they have no venom. If bitten by a beetle, clean the wound with soap and water, then apply a topical antibiotic.
- **Horse and Deer Flies.** All flies have six legs, two antennae, and only two wings. These stout-bodied flies have large, colorful eyes. Their unusual mouthparts work like scissors that cut the skin of vertebrate animals; they lap up blood from the wound. They can give a nasty bite, but they have no venom. These flies are unavoidable if they are present in an area. Simply swat them away or capture them with an insect net. If bitten by a horse or deer fly, clean the wound with soap and water, then apply a topical antibiotic.



- **Mosquitoes.** These delicate flies have six long, slender legs; two thin wings; and a long straw-like proboscis (mouthpart) with which they pierce the skin of their host, inject salivary enzymes, and suck out digested blood. In the process, they leave some saliva, to which vertebrates often have a skin reaction. Some species harbor bacteria and/or viruses (microbes) that can be transmitted (vectored) to the host. Many of these microbes cause diseases such as malaria, western equine encephalitis, and west Nile; all have been reported locally. If bitten by a mosquito, clean the wound with soap and water, then apply a topical antibiotic. Prevent mosquito bites by staying out of places they prefer such as near stagnant water sources. Wear a long-sleeved shirts, pants, and socks. Spray insect repellent on clothing. Apply insect repellent to the skin only if it is safe for skin (read the label for information).



- **Fleas.** Fleas are small insects flattened side-to-side, with six muscular legs for jumping. They feed in a manner similar to mosquitoes. Some species harbor bacteria and/or viruses (microbes) that can be transmitted (vectored) to the host. Many of these microbes cause diseases such as plague and rickettsia-caused disorders; plague has been reported locally. Treat bites and avoid fleas as directed under mosquitoes (above). Also, avoid approaching the body of a dead vertebrate animal; its fleas will be in search of another host nearby.



- **Canyon Flies.** These small flies resemble house flies. Adults alight on vertebrate animals and use their sponge-like mouthparts to lap up saliva, mucous, and sweat, most often from the host's eyes, nostrils, and mouth. If the host has bacteria, they can be transferred to the fly's feet, belly, and mouthparts. When the fly alights on another host, bacteria can be transferred to the new host. Those bacteria that enter the eye can cause a condition called pink eye (conjunctivitis). Avoid these flies by swatting them away, wearing insect repellent, and/or facial netting that fits over a hat (available at most outdoor suppliers). Conjunctivitis is highly contagious and must be treated with antibiotics, available from your physician. To prevent its spread, wash your hands and do not touch your eyes.
- **Stinging insects: Ants, Wasps, Bees (Hymenoptera).** These insects have four clear or darkened wings, though some are wingless. Like beetles, they have a pair of opposable mandibles with which they cut off and chew their food. They can give a nasty bite, but they have no venom. Female ants, wasps, and bees have an egg-laying apparatus modified as a stinger with which they deliver an often-potent venom. If stung, clean the wound with soap and water, then apply a topical antibiotic. Some people are allergic to hymenopteran venom. Most adults who are allergic already know of their allergy and carry a sting kit (often a dose of adrenalin administered with an EpiPen). Avoid encounters with ants by staying off their ground nest (often evidenced by a mound of soil around its entrance). Some ants nest in trees; to avoid them, do not climb trees.



Reptiles

These vertebrate animals have scale-covered skin, four legs, and a short-to-long tail.

- **Lizards.** Lizards have numerous sharp teeth with which they capture their prey. They can give a nasty bite but none in the Orange County area have venom. Nearly all lizard bites are inflicted by those that are captured and held improperly. To avoid lizard bites, do not pick up lizards.



- **Snakes.** Snakes are descended from lizards and still share many of their characteristics. A unique snake feature is the lack of external legs, though they still have vestiges of hips (boas also have small external hind limbs). Most snakes can inflict a nasty, though non-venomous, bite. They are usually shy animals and will not bite unless threatened or mishandled.



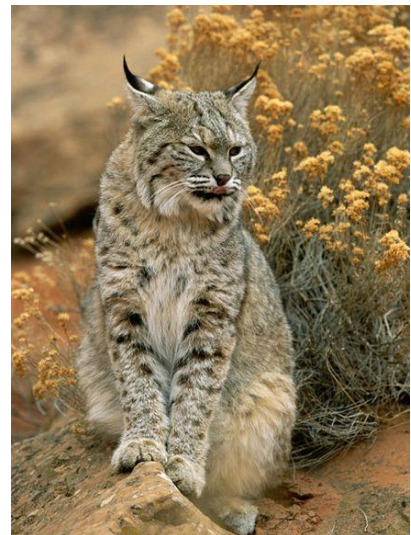
- **Rattlesnakes.** There are three species locally, all of which have large upper fangs with which they deliver very potent venom. Symptoms include pain, swelling, weakness, nausea, vomiting, chills, fever, and trouble breathing. If bitten, gently wash the wound. Plan for shock and skin-swelling. Remove jewelry and tight articles of clothing. Immobilize the place of the bite and keep it below the level of the heart. Do not use a tourniquet, bandage, or ice. Do not give victim food or drink. Do not use the “cut and suck” method often shown in movies. Do not use a snake bite kit. Transport the victim immediately to a trauma hospital (they often have anti-venom in stock). Avoid rattlesnake bites by watching where feet and hands are placed. Wear high-top boots when working in wildlands. Do not capture or pick up a rattlesnake.



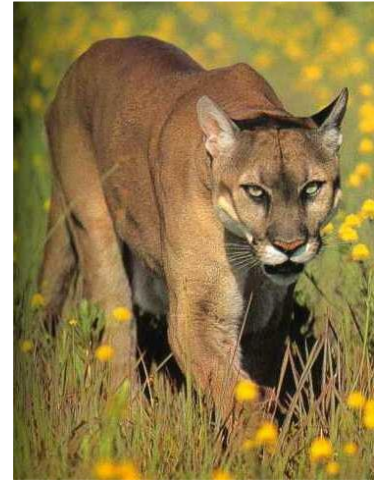
Mammals

These vertebrate animals have hair-covered skin, four legs, and a short-to-long tail or no external tail. Mammals do not have venom, but many species can inflict damage by their biting, tearing, and scratching. Some can vector the virus that causes rabies.

- **Squirrels, Skunks, Raccoon, Coyotes, Bobcats, and Humans.** Wounds caused by most mammals, such as squirrels, skunks, raccoons, coyotes, bobcats, and humans, cause their victim to bleed. Locate the site of bleeding and wash it thoroughly and repeatedly with clean water; then do so with soap and clean water for at least 3 minutes. Studies have shown that this method is effective in washing out pathogens, including the rabies virus. Once cleaned, cover the wounds with a sterile dressing and loosely tape it into place. Transport the victim immediately to a trauma hospital.



- **Mountain Lions.** Mountain lions (*Puma concolor*) are large native cats that are rare in Orange County, but they are present. Most often, they see humans but humans will not see them, and they will leave humans alone. When in their territory, take these steps to discourage their interest in you (CDFG 2011).
 - Do not hike, bike, or jog alone.
 - Avoid hiking or jogging at dawn, dusk, and at night when mountain lions are most active.
 - Keep a close watch on small children.
 - Do not approach a mountain lion.
 - Do not run if a mountain lion is seen; instead, face the animal, make noise, and try to look bigger by waving the arms; throw rocks or other objects. Pick up small children.
 - If attacked, fight back.
 - If a mountain lion attacks a person, immediately call 911.



IMPORTANT CONTACTS

- **Emergencies:** 911.
- **Poison Control:** (800) 222-1222.
- **Orange County Transportation Authority:**
See Appendix A for proper contact/notification procedures for each property.
- **Orange County Sheriff:** Emergency: 911; Non-emergency: (714) 647-7100 or (949) 770-6011.
- **Orange County Fire Authority:** Emergency: 911; Fire Information line (714) 573-6200.
- **AlertOC:** <http://bos.ocgov.com/alertoc/alertoc.asp>
- **California Department of Fish and Game (CDFG):** 24-hour dispatch center (916) 445-0045.
- **California Highway Patrol (CHP):** Emergency: 911; Non-emergency: 1-800-TELL-CHP (1-800-835-5247).
- **U.S. Fish and Wildlife Service (USFWS), Carlsbad:** (760) 431-9440.
- **National Weather Service:** <http://weather.gov/>

FIELD EQUIPMENT

Staff should bring a fully charged cell phone and OCTA-issued hand radio when heading out into the field. An OCTA utility vehicle should be used when conducting field visits. Standard field equipment kept in the vehicle should consist of a first aid kit, vehicle radio, hand radio, fire extinguisher, water, flashlight, shovel, hard hat, safety vest, snake chaps (during the warmer months), poison oak solvent, GPS unit, whistle, work gloves, trash bags, flagging tape (to indicate plants, structures, or field items in need of service), a multi-purpose tool (or standard pliers, wire cutters, screwdrivers), and a hammer.

CONTACT PROTOCOL

In case of emergencies, the points of contacts below should be consulted to ensure the appropriate personnel are aware of the emergency. The OCTA staff contacted is required to exercise discretion/judgment on who to contact as well as whom to seek direction from within OCTA. Some adjacent property owners/occupants also have OCTA staff's contact information. The points of contacts below assume that the emergency would occur after business hours, holidays, and/or the weekend.

The interim land manager/Preserve Manager or adjacent property owners calls OCTA Environmental Programs Manager regarding an issue

The Community Relations Officer is an alternate external contact

The contacted OCTA staff then decides on the extent of the emergency

If the situation is not life threatening, OCTA staff communicates the situation via email/phone to the Executive Director of Planning, Director of Strategic Planning, Manager of Transportation, Community Relations Officer, and Media Relations.

If the Planning and External Affairs Divisions determine that the situation is of sensitive nature the following steps would be followed:

- Environmental Programs Manager communicates situation to OCTA Dispatch, Transit, Health, Safety, and Env. Compliance, & Risk Manager (as needed)
- Executive Director of Planning, Director of Strategic Planning, and Manager of Transportation communicate to Chief Executive Officer (CEO) and/or Deputy CEO
 - CEO and or Deputy CEO would then communicate the situation to the OCTA Board, if appropriate
- Community Relations Officer & Media Relations communicates situation to External Affairs staff and maintains contact with Env. Program Manager
 - Depending on the nature of the emergency, the Executive Affairs staff communicates situation to the Public, as appropriate

If the Planning, External Affairs Divisions, and Media Relations determine that the situation is not of sensitive nature then staff would maintain contact with the appropriate agency in Appendix A to monitor and address the situation.

Once business hours resumes, the OCTA staff shall convene a briefing meeting with the appropriate personnel to discuss the emergency and if additional steps are needed to address the issue. These may include the above mentioned parties, Legal Counsel, and Human Resources Division, etc.

REFERENCES

- American National Red Cross. 2009. Be Red Cross Ready. Heat Wave Safety Checklist. Stock No. 658529. <http://www.redcross.org/www-files/Documents/pdf/Preparedness/checklists/HeatWave.pdf>
- Crosby, D.G. 2004. *The Poisoned Weed: Plants Toxic to Skin*. NY: Oxford University Press.
- California Department of Fish and Game (CDFG). 2011. Staying Safe in Mountain Lion Country. Sacramento, CA: CDFG. <http://www.dfg.ca.gov/keepmewild/docs/lionbrochure.pdf>.
- Manhoff, D. and S. Vogel. 1996. Mosby's Outdoor Emergency Medical Guide: What To Do In An Emergency When Help May Take Some Time To Arrive. St. Louis, MO: Mosby-Year Book, Inc. <http://www.beechwoodhealthbooks.com/outdoor.html>.
- Markenson D. et al. 2010. 2010 American Heart Association and American Red Cross Guidelines for First Aid (Part 17: First Aid). *Circulation*. 122 (18, suppl 3):S934–S946. Boston, MA: American Heart Association. http://circ.ahajournals.org/content/122/18_suppl_3/S934.
- National Institute for Safety and Health (NIOSH). 2010. NIOSH Fact Facts: Protecting Yourself from Heat Stress. DHHS (NIOSH) Publication No. 2010–114. [http://www.cdc.gov/niosh/topics/heatstress/National Institute for Safety and Health \(NIOSH\). 2010. NIOSH Fact Facts: Protecting Yourself from Cold Stress. DHHS \(NIOSH\) Publication No. 2010–115. http://www.cdc.gov/niosh/ topics/coldstress/](http://www.cdc.gov/niosh/topics/heatstress/National%20Institute%20for%20Safety%20and%20Health%20(NIOSH).2010.NIOSH%20Fact%20Facts:Protecting%20Yourself%20from%20Cold%20Stress.DHHS%20(NIOSH)%20Publication%20No.%202010–115)
- Papp, C.S. and L.A. Swan. 1983. *A Guide to Biting and Stinging Insects and Other Arthropods* (Second enlarged edition). Sacramento, CA: Entomography Publications.

Table 7-1. Type and Frequency of Periodic Surveys for Effectiveness Monitoring

(Edited for RFP 3-2700, Exhibit A Scope of Work)

Type	Frequency	Protocols/Methods
Vegetation		
Comprehensive	10 Years	Comprehensive vegetation mapping will be completed based on field surveys using the classification system from <i>A Manual of California Vegetation</i> , second edition, ¹ and <i>Vegetation Classification Manual for Orange County</i> (AECOM, 2013).
Invasive Species	Annually	Invasive plant surveys will be conducted along natural conduits for dispersal (trails, drainages, disturbed areas) during general stewardship or biological monitoring, or through volunteer patrols.
Statistical Sampling	TBD (assumed every 4 years for this Plan)	Statistical sampling of vegetation cover will be completed at each Preserve to measure ecological changes using sampling design and field protocols developed in conjunction with NROC. ² This will involve stratified random sampling that takes into account habitat types, acreage, and statistical sampling.
Covered Species		
<i>Plants</i>		
Rare Plant Surveys	3 to 5 years, depending on precipitation conditions	Special-status plant surveys will be completed following CNPS and CDFW survey guidelines. ³ In addition to population counts or estimates, surveys will collect covariate data on vegetation composition and cover, invasive nonnative plants and other threats, and map the perimeter of the population or suitable habitat. Surveys will be completed during the appropriate blooming periods for each of the plants, which vary depending on rainfall and temperature. Therefore, reference populations will be monitored to determine appropriate survey times (generally between March and July).
<i>Reptiles</i>		
Coast horned lizard	4 years	Focused visual encounter surveys will be conducted for terrestrial reptiles during the peak activity period for the species. These surveys will follow the time-constrained search methodology. ⁴ Enough time should be devoted to each survey area to allow for complete coverage. Equal effort is expended in each area searched, as measured by the number of staff hours spent searching.
Orangethroat whiptail	4 years	Focused visual encounter surveys will be conducted for terrestrial reptiles during the peak activity period for the species. These surveys will follow the time-constrained search methodology. ⁴ Enough time should be devoted to each survey area to allow for complete coverage. Equal effort is expended in each area searched, as measured by the number of staff hours spent searching.

Table 7-1 and Table 7-2

Type	Frequency	Protocols/Methods
Western pond turtle	4 years	Visual surveys will be conducted for western pond turtle employing the USGS protocol ⁵ designed to determine pond turtle presence. This protocol requires that all aquatic habitat be broken into 250-meter segments and scanned for the presence of basking sites, aquatic refugia, streamside refugia, and upland nesting habitat. Attention will be focused on identifying pond turtles within open pools and potential basking areas.
<i>Birds</i>		
Cactus wren	4 years	Because of similar habitat requirements of cactus wren and coastal California gnatcatchers, surveys for cactus wren will be completed simultaneously with coastal California gnatcatcher surveys using the same protocols. ⁶
Coastal California gnatcatcher	4 years	Two surveys will be conducted in suitable habitats with at least 1 week between site visits; the surveys should be conducted in late winter/early spring. All visits must take place during the morning hours, and no more than 100 acres of suitable habitat may be surveyed per visit. With the exception of the timing and number of visits, surveys for coastal California gnatcatcher will follow USFWS coastal California gnatcatcher protocol, which includes playing tape vocalizations. ⁶
Least Bell's vireo	4 years	A total of three surveys will be conducted—one in mid-May, one in June, and one in early July. With the exception of the number and timing of visits, surveys for least Bell's vireo will follow the USFWS Least Bell's Vireo Survey Guidelines. ⁷
Southwestern willow flycatcher	4 years	A total of three surveys will be conducted—one in mid-May, one in June, and one in early July. With the exception of the number and timing of visits, surveys for southwestern willow flycatcher will follow the USFWS Southwestern Willow Flycatcher Protocol Revision, which includes playing tape vocalizations. ⁸
<i>Mammals</i>		
Bobcat	4 years	Prior to effectiveness monitoring surveys, set up wildlife movement cameras for at least 6 months to document current movement of wildlife on Preserve to be used by a qualified wildlife biologist to assess wildlife movement and connectivity.
Mountain lion	4 years	Prior to effectiveness monitoring surveys, set up wildlife movement cameras for at least 6 months to document current movement of wildlife on Preserve and to be used by a qualified wildlife biologist to assess wildlife movement and connectivity.

Type	Frequency	Protocols/Methods
¹ Sawyer et al 2009. <i>A Manual of California Vegetation</i> , second edition. California Native Plant Society. Sacramento CA. ² Deutschman et al. 2008. <i>Improving Statistical Sampling and Vegetation Monitoring for Open Space in Central Orange County</i> . Prepared for The Nature Reserve of Orange County (NROC). ³ California Native Plant Society 2001. <i>CNPS Botanical Survey Guidelines</i> . Sacramento CA. Available: < http://www.cnps.org/cnps/rareplants/pdf/cnps_survey_guidelines.pdf >. Accessed: August 29 2012. ⁴ Corn and Bury 1990 1990. <i>Sampling Methods for Terrestrial Amphibians and Reptiles</i> . USDA Forest Service, General and Technical Report PNW-GTR-256, 34 pp. ⁵ USGS 2006. <i>USGS Western Pond Turtle (Emys marmorata) Visual Survey Protocol for the Southcoast Ecoregion, Survey Protocol, Version 1</i> . ⁶ USFWS 1997. <i>Coastal California Gnatcatcher (Polioptila californica californica) Presence/Absence Survey Guidelines</i> . Report from Carlsbad, California, Field Office, Dated July 28, 1997. ⁷ USFWS 2001. <i>Least Bell's Vireo Survey Guidelines</i> . Report from Carlsbad, California, Field Office, dated January 19, 2001. 3 pp. ⁸ USFWS 2000. <i>Southwestern Willow Flycatcher Protocol Revision 2000</i> . Unpublished report with cover letter dated July 11, 2000.		

Table 7-2. Qualified Biologist Skills and Expertise Requirements

Type	Task	Skills and Expertise
Vegetation		
	Comprehensive and Statistical Sampling	Botanist with at least 3 years of experience mapping southern California vegetation communities; working knowledge of the classification system used in <i>A Manual of California Vegetation</i> , second edition. ¹ and <i>Vegetation Classification Manual for Orange County</i> (AECOM, 2013).
Covered Species		
<i>Plants</i>		
Rare Plant Surveys	Effectiveness Monitoring	Botanist with experience conducting floristic field surveys; knowledge of plant taxonomy and plant community ecology and classification; familiarity with plants of the area, including special-status and locally significant plants; familiarity with appropriate state and federal statutes related to plants and plant collecting; and experience analyzing impacts of a project on native plants. ²
<i>Reptiles</i>		
Coast horned lizard	Effectiveness Monitoring	Biologist with at least 2 years of independent experience conducting herpetological surveys; should have demonstrated experience in identifying coast horned lizard.
Orangethroat whiptail	Effectiveness Monitoring	Biologist with at least 2 years of independent experience conducting herpetological surveys; should have demonstrated experience in identifying orangethroat whiptail.
Western pond turtle	Effectiveness Monitoring	Biologist with at least 2 years of independent experience conducting surveys for western pond turtle using USGS visual survey protocol. ³
<i>Birds</i>		

OCTA M2 Conservation Plan (November 2016)

Table 7-1 and Table 7-2

Type	Task	Skills and Expertise
Cactus wren	Effectiveness Monitoring	Trained ornithologist with at least 40 hours of observation in the field of the target species and documented experience locating and monitoring nests of the target species, or demonstrated expertise to the satisfaction of the Wildlife Agencies.
Coastal California gnatcatcher	Effectiveness Monitoring	Trained ornithologist with at least 40 hours of observation in the field of the target species and documented experience locating and monitoring nests of the target species, or demonstrated expertise to the satisfaction of the Wildlife Agencies; must have a current a USFWS Section 10(a)(1)(A) permit for coastal California Gnatcatcher.
Least Bell's vireo	Effectiveness Monitoring	Trained ornithologist with at least 40 hours of observation in the field of the target species and documented experience locating and monitoring nests of the target species; must have a current a USFWS Section 10(a)(1)(A) permit for Least Bell's vireo
Southwestern willow flycatcher	Effectiveness Monitoring	Trained ornithologist with at least 40 hours of observation in the field of the target species and documented experience locating and monitoring nests of the target species; must have a current a USFWS Section 10(a)(1)(A) permit for southwestern willow flycatcher.
<i>Mammals</i>		
Bobcat	Effectiveness Monitoring	Trained wildlife biologist with at least 5 years of independent experience evaluating wildlife movement and habitat connectivity.
Mountain lion	Effectiveness Monitoring	Trained wildlife biologist with at least 5 years of independent experience evaluating wildlife movement and habitat connectivity.
¹ Sawyer et al. 2009. <i>A Manual of California Vegetation</i> , second edition. California Native Plant Society. Sacramento CA. ² California Native Plant Society 2001. <i>CNPS Botanical Survey Guidelines</i> . Sacramento CA. Available: < http://www.cnps.org/cnps/rareplants/pdf/cnps_survey_guidelines.pdf > Accessed: August 29 2012. ³ USGS 2006. <i>USGS Western Pond Turtle (Emys marmorata) Visual Survey Protocol for the Southcoast Ecoregion, Survey Protocol, Version 1.</i>		

EXHIBIT B: COST AND PRICE FORMS

**PRICE SUMMARY SHEET
REQUEST FOR PROPOSALS (RFP) 3-2700**

Enter below the proposed hourly rate(s) to perform work described in the Scope of Work, Exhibit A. Prices shall be fully-burdened rates to include hourly rate, general and administration, overhead and profit. for a list of descriptions for each job function as defined by the Authority and provide the cost for the description that your firm's job function best fits.

All rates are "fully loaded", i.e., includes all overhead, general costs, administrative costs and profit.

**SCHEDULE I
HOURLY RATE SCHEDULE**

Key Personnel		Fully-Burdened Hourly Rates			
Job Function	Name	12/01/23– 11/30/24	12/01/24– 11/30/25	12/01/25– 11/30/26	12/01/26– 11/30/27
Project Manager					
Senior Biologist					
Biologist/Botanist					
GIS Specialist					
Certified Arborist					

Note: For cost analysis purposes, please provide hourly rates for the above designated job categories

Other Labor Charges:

	Fully-Burdened Hourly Rates			
Name	12/01/23– 11/30/24	12/01/2024– 11/30/25	12/01/25– 11/30/26	12/01/2026– 11/30/27

SCHEDULE II --- OTHER DIRECT COSTS SCHEDULE

	Type of ODC	Quantity	Unit Rate	Budget Amount
1.				
2.				
3.				
4.				
5.				
6.				
<i>Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.</i>				
<i>Supporting documentation must accompany invoice.</i>				

***Please note the following:**

- Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to Authority.
- Authority will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

1. I acknowledge receipt of **RFP 3-2700** and Addenda No.(s)_____.

2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide biological preserve monitoring services; and

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

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

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 CONSULTANT 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.

Last Rev: 1/23/2023

EXHIBIT C

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONSULTANT'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. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
13 and places designated by AUTHORITY.

14 B. CONSULTANT 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 CONSULTANT, nor shall his/her agreed-upon function or
23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONSULTANT, 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 CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
2 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
3 concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon execution by both parties, and shall continue in full
6 force and effect through November 30, 2027, unless earlier terminated or extended as provided in this
7 Agreement.

8 **ARTICLE 5. PAYMENT**

9 A. For CONSULTANT'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, AUTHORITY
11 shall pay CONSULTANT on a time-and-expense basis in accordance with the following provisions.

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

24 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
25 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
26 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice

EXHIBIT C

shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-3-2700;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount); and
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
9. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be _____ Dollars (\$0.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due

1 to termination of, this Agreement.

2 **ARTICLE 7. NOTICES**

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

7 To CONSULTANT:

To AUTHORITY:

8 Orange County Transportation Authority

9 550 South Main Street

10 P.O. Box 14184

11 Orange, CA 92863-1584

12 ATTENTION:

ATTENTION: Luis Martinez

13 Title:

Title: Senior Contract Administrator

14 Phone:

Phone: (714) 560 - 5767

15 Email:

Email: lmartinez1@octa.net

16 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

24 B. Should CONSULTANT's personnel or a state or federal agency allege claims against
25 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
26 allegations involving any other independent contractor misclassification issues, CONSULTANT shall

defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT 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; and

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

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. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number C-3-2700 and, the Senior Contract Administrator's Name, Luis Martinez.

1 D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall
2 maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.
3 Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial
4 General Liability, and Auto Liability insurance policies.

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

7 **ARTICLE 10. ORDER OF PRECEDENCE**

8 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
9 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2700;
10 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein
11 or incorporated by reference.

12 **ARTICLE 11. CHANGES**

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

21 **ARTICLE 12. DISPUTES**

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

1 final and conclusive administrative decision.

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

7 **ARTICLE 13. TERMINATION**

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

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

23 **ARTICLE 14. INDEMNIFICATION**

24 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its
25 officers, directors, employees and agents (indemnities) from and against any and all claims (including
26 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or

1 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
2 acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents,
3 subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

4 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

16 **Subcontractor Name/Addresses**

Subcontractor Functions

17
18
19 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

1 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents
2 by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

3 **ARTICLE 17. CONFLICT OF INTEREST**

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

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

17 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

26 /

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected

1 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
2 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
3 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
4 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
5 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
6 express written consent of AUTHORITY.

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

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

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

25 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
26 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY

EXHIBIT C

1 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
2 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
3 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
4 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
5 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
6 copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

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

26 /

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

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

ARTICLE 28. FORCE MAJEURE

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

/

/

/

/

/

/

/

/

/

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-2700 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

4 By: _____

5 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

6 By: _____

7 Darrell E. Johnson
8 Chief Executive Officer

9 **APPROVED AS TO FORM:**

10 By: _____

11 James M. Donich

12 **APPROVED:**

13 By: _____

14 Kia Mortazavi
15 Executive Director, Planning

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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 E: CAMPAIGN CONTRIBUTION FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Gene Hernandez, Chairman
Tam Nguyen, Vice Chairman
Doug Chaffee, Director
Jose Diaz, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Brian Goodell, Director
Patrick Harper, Director
Michael Hennessey, Director
Steve Jones, Director
Fred Jung, Director
Farrah N. Khan, Director
Jessie Lopez, Director
Vicente Sarmiento, Director
Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 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, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/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.
- B. 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.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

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 chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

E. Storm Water Pollution Prevention Plan

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.

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 projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

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 an initial written incident investigation report shall be submitted to the 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, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. 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.

- B. 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 (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 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. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only: