

INVITATION FOR BIDS (IFB) 4-2492

TREE MAINTENANCE AND PRUNING SERVICES



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

Key IFB Dates

Issue Date:	November 7, 2024
Question Submittal Date:	November 13, 2024
Bid Submittal Date:	December 4, 2024

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November 7, 2024

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)
IFB 4-2492: "TREE MAINTENANCE AND PRUNING
SERVICES"**

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to perform tree maintenance and pruning services. This is a prevailing wage contract.

The estimated budget for this effort is \$200,000 for a three (3)-year term.

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

Bids must be received in the Authority's office at or before 11:00 a.m. on December 4, 2024.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Susan M Rosenkranz, Senior Buyer, Senior Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Susan M Rosenkranz, Senior Buyer**

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

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

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

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

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

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

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

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

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

SECTION I: INSTRUCTIONS TO BIDDERS

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

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

B. ADDENDA

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

C. AUTHORITY CONTACT

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

Susan M Rosenkranz, Senior Buyer
Contracts Administration and Materials Management Department
Email: srosenkranz@octa.net

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

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

2. Preference for Materials

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

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

3. Submitting Requests

- a. All questions, clarifications, or comments must be put in writing and must be received by the Authority no later than 5:00 p.m., on **November 14, 2024.**
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions IFB 4-2492" in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. The following method is acceptable as long as the questions are received no later than the date and time specified above:

Email: srosenkranz@octa.net

4. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than five (5) calendar days before the scheduled date of bid opening. Bidders may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Susan M Rosenkranz, Senior Buyer.

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

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

Inquiries received after 5:00 p.m. on, November 13, 2024, will not be responded to.

E. BRAND NAMES

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

inappropriate brand name, component, and/or equipment substitute for consideration by the Authority.

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

F. SUBMISSION OF BIDS

1. Date and Time

Bids must be received in the Authority's office at or before 11:00 a.m. on December 4, 2024.

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

Bids will be publicly opened in the Authority's Administration and Contracts office at the submission time indicated above. Bids will be publicly opened at 11:00 a.m. on December 4, 2024. Bidders have the option to attend the onsite bid opening in Conference Room 101 at the Authority's administrative office.

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Susan M Rosenkranz, Senior Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Susan M Rosenkranz, Senior Buyer**

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

3. Identification of Bids

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

"IFB No. 4-2492 Tree Maintenance and Pruning Services"

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

4. Acceptance of Bids

- a. The Authority reserves the right to postpone bid openings for its own convenience.
- b. Bids received and opened by Authority are public information and must be made available to any person upon request.
- c. Submitted bids are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT BIDS

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

I. TAXES

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

J. WITHDRAWAL OF BIDS

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the Bidder or its proper authorized representative. Such written request shall be delivered to the Contract Administrator at the address noted in the cover notice of this IFB.

K. PROTEST PROCEDURES

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

L. DELIVERY

See Scope of Work for Service Locations.

M. CASH DISCOUNTS

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

N. APPENDICES

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

O. BIDDER'S LICENSING REQUIREMENTS

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a bid without a license, the bidder shall provide as part of the bid a valid C-31 and C-49 State of California license number, class or type and date of expiration. Special considerations may be made for current C-61/D-49 licenses.

Furthermore, the bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The bidder shall also certify that all information provided, and representations made in the bid are true and correct, and made

under penalty of perjury. Bidders shall provide this information on Exhibit G “List of Subcontractors” presented in the IFB. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the bidder nonresponsive to this solicitation and will result in the rejection of the bid.

P. GENERAL WAGE RATES

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

Q. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

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

2. South Coast Air Quality Management District (SCAQMD)

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

3. Notice of Hazardous Substances

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

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

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

4. Hazardous Waste Labels

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

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

R. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB. However, Authority reserves the right to award its total requirements to one bidder, or to apportion those requirements among several bidders, as the Authority may deem to be in its best interests. The Authority will issue a Blanket Purchase Order for a three (3)-year term.

S. AUTHORITY'S RIGHTS

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

T. PUBLIC RECORDS AND INFORMATION

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

U. FORMS

1. Status of Past and Present Contracts Form EXHIBIT E

Bidder is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this IFB and submit as part of the bid. Bidder shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid.

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

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

2. List of Subcontractors Form EXHIBIT F

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

3. Bid Opening Sign-in Sheet EXHIBIT G

Bidders are advised that onsite attendance in Conference Room 101 at the Authority's administration office located at 600 South Main Street, Orange, California 92683 and optional teleconference is available for the bid opening scheduled for December 4, 2024, at 11:00 a.m. Prospective bidders can join or call-in using the following credentials:

- Call-in Number: 1 (916) 550-9867
- Conference ID: **237592258#**

The bid opening will begin promptly at 11:00 a.m. Callers are requested to dial in and mute the call. Attendees are advised to complete the bid opening sign-in sheet in Exhibit G to this IFB and email it to the Senior Buyer, Susan Rosenkranz at srosenkranz@octa.net no later than 10:00 a.m. of bid opening date December 4, 2024.

SECTION II: KEY CONTRACTUAL TERMS

SECTION II. KEY CONTRACTUAL TERMS

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

A. ACCEPTANCE OF ORDER

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

B. CHANGES

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

C. INVOICE AND PAYMENT

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

D. WARRANTIES

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

payment therefore, shall not relieve bidder of its obligations hereunder.

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

E. EXCESS REPROCUREMENT LIABILITY

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

F. PACKING AND SHIPPING

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

G. TITLE AND RISK OF LOSS

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

H. NEW MATERIALS

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

I. INSPECTION AND ACCEPTANCE

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

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

J. INSURANCE

A. CONTRACTOR 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. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, 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 ORANGE COUNTY TRANSPORTATION AUTHORITY, its officers, directors and employees; and
4. Employers' Liability with minimum limits of \$1,000,000 per accident

b. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the ORANGE COUNTY TRANSPORTATION 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 ORANGE COUNTY TRANSPORTATION 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 ORANGE COUNTY TRANSPORTATION AUTHORITY. Furthermore, ORANGE COUNTY TRANSPORTATION AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

- c. CONTRACTOR shall include on the face of the certificate of insurance the Blanket Purchase Order No. C42492 and the Sr. Buyer's Name, Susan Rosenkranz.
- d. CONTRACTOR shall also include in each subcontract, the stipulation that subcontractors shall maintain insurance coverage in the amounts required of CONTRACTOR as provided in the Agreement. Subcontractors will be required to include ORANGE COUNTY TRANSPORTATION AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.
- e. Insurer must provide ORANGE COUNTY TRANSPORTATION AUTHORITY with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

K. INDEMNIFICATION

Bidder shall indemnify, defend and hold harmless Authority, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by bidder, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement or Purchase Order.

L. INFRINGEMENT INDEMNITY

In lieu of any other warranty by Authority or bidder against infringement, statutory or otherwise, it is agreed that bidder shall defend at its expense any suit against Authority based on a claim that any item furnished under this Agreement or Purchase Order or the normal use or sale thereof infringes any United States Letters Patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that bidder is notified in writing of the suit and given authority, information and assistance at bidder's expense for the defense of the suit. Bidder, at no expense to Authority, shall obtain for Authority the right to use and sell said item, or shall substitute an equivalent item acceptable to Authority and extend this patent indemnity thereto.

M. SUBCONTRACTORS AND ASSIGNMENTS

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

N. DISPUTES

This Agreement or Purchase Order shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, bidder shall proceed diligently with the performance of this Agreement or Purchase Order.

O. NOTICE OF LABOR DISPUTE

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

P. AUDIT AND INSPECTION OF RECORDS

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

Q. PROHIBITED INTEREST

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

R. RIGHTS IN DATA

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

S. FEDERAL, STATE AND LOCAL LAWS

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

T. EQUAL EMPLOYMENT OPPORTUNITY

If awarded an Agreement or Purchase Order resulting from this IFB, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

U. TERMINATION

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

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

V. CONFLICT OF INTEREST

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

W. CODE OF CONDUCT

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

SECTION III: SCOPE OF WORK

SCOPE OF WORK TREE MAINTENANCE AND PRUNING SERVICES

Background

The Orange County Transportation Authority (Authority) is seeking a qualified Contractor to provide all labor, equipment and materials to prune trees, remove trees, grind stumps, plant trees, and provide for on-going maintenance of the Authority's Urban Forest. The work will be performed at Authority facilities in Orange County. An initial system wide pruning and a three (3) year maintenance program will be required. All work will be under the supervision of an International Society of Arboriculture (ISA) Certified Arborist.

Purpose

The Contractor is required to make trees safer, more functional, enhance their appearance and to eliminate hazards.

Unless otherwise directed by the Authority's Project Manager, all work will be in accordance with ANSI A300, Standard Practices for Trees, shrubs and other woody plant maintenance. Washington, D.C.: American National Standards Institute.

Special Terms and Conditions

1. All applicable laws and ordinances of any government agency having jurisdiction will be followed when working on Authority's property.
2. A C-49 Contractor's license is required for tree and palm maintenance, removal and related services. Special considerations may be made for current C-61/D-49 licenses.
3. A C-31 Contractor's license is required for areas requiring zone traffic control and for the preparation and removal of lane closures, flagging or traffic diversions.
4. Any concern expressed by Contractors, adjacent property owners, or government officials regarding acceptable conditions or procedures used on Authority's property will be resolved by consultation with Authority's Project Manager prior to starting work.
5. All work will be performed under the supervision of an ISA-certified arborist. This Arborist will be available to discuss any concerns with the Authority's Project Manager on job sites.

The work areas to be serviced shall be segregated in a manner that will minimize any adverse effect on the Authority's operations. The Contractor shall be responsible for providing a visual public notice at the facility, in the general area of work, forty-eight (48)

hours prior to segregating the areas to be serviced. The Contractor shall also segregate the areas to be serviced in the early hours of the morning so that the parking stalls or lanes shall not be occupied by parked vehicles. This applies to the park and ride locations and the parking lots at the operating bases. The Contractor shall comply with all OCTA safety rules while on property.

Locations:

1. Garden Grove Base
Maintenance and Operations Complex
11800 Woodbury Road
Garden Grove, CA 92843

Common tree types: Floss Silk, various Eucalyptus, Pear, Cupania and Palm.

Notes: Recommendation requested.

2. Anaheim Base
Maintenance and Operations Complex
1717 East Via Burton
Anaheim, CA 92806

Common tree types: Chitalpa Tashkentensis, Quercus Virginiana

Notes: Recommendation requested.

3. Santa Ana Base
4301 W. MacArthur Boulevard
Santa Ana, CA 92707

Common Tree Types: Crape Myrtle, Date Palm, Canary Island Pine; California Sycamore, Ornamental Pear and Chinese Fringe Tree.

Notes: Recommendation requested.

4. Irvine Sand Canyon Base
Maintenance and Operations Complex
14736 Sand Canyon Road
6671 Marine Way
Irvine, CA 92618
(One continuous property)

Common Tree Types: Kaffirboom Coral, Canary Island Pine, Jacaranda, Xylosma, Ash and Ficus.

Notes: Recommendation requested.

5. Irvine Construction Circle Base
16281 Construction Circle West
Irvine, CA 92606

Notes: Recommendation Requested.

6. Brea Park and Ride
937 Lambert Road
Brea, CA 92821

Common tree types: Eucalyptus and Laurel.

Notes: Recommendation requested.

7. Fullerton Park and Ride
3000 West Orangethorpe
Fullerton, CA 92633

Common Tree Types: Jacaranda, various Eucalyptus, Palm, Pine, Ash, Chinese Elm, Tristania and Chestnut.

Notes: Recommendation requested.

8. Laguna Hills Transportation Center
24282 Calle los Caballeros
Laguna Hills, CA 92653

Common Tree Types: Ficus (large), Pine, Olive and Palm.

Notes: Recommendations requested.

9. Laguna Beach Transportation Center
375 Broadway
Laguna Beach, CA 92651

Common Tree Types: Eucalyptus, Umbrella Palm and Laurel.

Notes: Location currently not being serviced but a possibility in the future.

10. Newport Beach Transportation Center
1550 Avocado Avenue
Newport Beach, CA 92660

Common Tree Types: Pines and Ficus

Notes: Recommendations requested.

11. Golden West Transportation Center
7301 Center
Huntington Beach, CA 92647

Common Tree Types: Bottle Palm, various Eucalyptus, Ficus, Jacaranda, Australian Tea Tree, Palms, African Sumac, Dwarf Willow and Spanish Dagger.

Notes: Recommendations requested.

12. Golden West Transportation Center Parking Lot
7401 Center
Huntington Beach, CA 92647

Common Tree Types: Tuskegee Crape Myrtle, Date Palm.

Notes: Recommendations requested.

13. Fullerton Transportation Center
123 South Pomona
Fullerton, CA 92633

Notes: Location currently not being serviced but a possibility in the future.

Schedule of Work

As soon the contract is awarded, the Contractor shall provide the Authority with the following:

- A proposal detailing recommendations and cost breakdown per site
- A work plan for each site's activities

The Authority staff shall approve the work plans prior to commencing any work. Contractor shall coordinate work schedules with the Authority staff.

All work performed by the Contractor shall be inspected by the Base Facilities Maintenance Supervisor, or designee prior to departing premises. A Verification of Work document (Attachment 1)shall be completed by the Contractor and forwarded to Section Supervisor responsible for all base or property work is performed, prior to approval of invoice for payment. Failure to adhere to this requirement will delay payment of invoice.



VERIFICATION OF WORK

Facilities Maintenance Contractors

☐ Administration Building (Orange)

Date: _____

☐ Anaheim (Base 6)

Time In: _____

☐ Garden Grove (Base 4)

☐ Irvine (Base 7)

Time Out: _____

☐ Santa Ana (Base 1)

☐ Brea Park & Ride

☐ Fullerton Park & Ride

☐ Fullerton Transportation Center

☐ Golden West Transportation Center

☐ Laguna Beach Transportation Center

☐ Laguna Hills Transportation Center

☐ Newport Beach Transportation Center

☐ Maintenance Streetcar

Name of Contractor: _____

Description of Work: _____

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

Number

Signed: _____
Contractor's Representative

Verified: _____
OCTA's Representative

SECTION IV: BID PACKAGE

SECTION IV. BID PACKAGE

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

EXHIBIT A. BID FORM

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

EXHIBIT B. PRICE SUMMARY SHEET

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

EXHIBIT E. STATUS OF PAST AND PRESENT CONTRACTS FORM

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

EXHIBIT F. LIST OF SUBCONTRACTORS FORM

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

EXHIBIT A: BID FORM

BID FORM

INVITATION FOR BIDS NUMBER:	4-2492
DESCRIPTION:	TREE MAINTENANCE AND PRUNING SERVICES
BIDDER'S NAME AND ADDRESS	_____ _____ _____ _____
NAME OF AUTHORIZED REPRESENTATIVE	_____
TELEPHONE NUMBER	_____
FAX NUMBER	_____
EMAIL ADDRESS	_____
I acknowledge receipt of IFB and Addenda Numbers:	_____
AUTHORIZED SIGNATURE TO BIND BID:	_____
PRINT SIGNER'S NAME AND TITLE:	_____ _____
DATE SIGNED:	_____

BLANKET PURCHASE ORDER

Effective for a three (3-)-year term from January 1, 2025, through December 31, 2027, for the Authority's requirements on an "as-needed" basis, with no guaranteed usage as specified in Section III, entitled 'Scope of Work". Bidders must bid on all line items, for three years for the services listed in Exhibit B, "Price Summary Sheet" or will be deemed non-responsive. Prices quoted shall remain firm for the term of the Blanket Purchase Order.

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

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

All certifications and documents requested herein are attached and properly completed.

The following completed licenses, certifications and forms are included in the bid:

- 1. California C-31**
- 2. California C-49**
- 3. California C61/D49 B C27**
- 4. International Society of Arboriculture Certified Arborist Certification**
- 5. Licensed horticulture specialist**

YES _____ NO _____

For service locations see Scope of Work, Section III.

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

Payment terms are: Net 30 days. This bid shall be in effect for 120 days after the bid close date.

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

Enter below the firm fixed rates. Firm Fixed rates include all direct costs of providing the services, fuel costs, disposal fees, clean-up fees, travel time, trip charge overhead, freight, applicable sales tax and profits. Billing shall be broken down by property and line item. Prices quoted shall remain firm for the (3) three-year term of the Blanket Purchase Order. Estimated annual services are for evaluation purposes only and do not guarantee any minimum or maximum. **THIS IS A PREVAILING WAGE CONTRACT.**

THREE YEARS: January 1, 2025, through December 31, 2027

TREE TYPE	SIZE	3-Year Estimated Qty	Unit of Measure	Unit Price	Extended Price
African Sumac	MED	43	ea	\$	\$
African Sumac	LRG	13	ea	\$	\$
Arbutus Unedo (Saplings)	SML	20	ea	\$	\$
Ash - Shamel	XLRG	1	ea	\$	\$
Bottlebrush - Lemon	MED	1	ea	\$	\$
Brachychiton - Bottle Tree	SML	6	ea	\$	\$
Brachychiton - Bottle Tree	MED	31	ea	\$	\$
Carrotwood	SML	6	ea	\$	\$
Carrotwood	MED	32	ea	\$	\$
Carrotwood	LRG	4	ea	\$	\$
Carrotwood	XLRG	4	ea	\$	\$
Chinese Fringe	SML	13	ea	\$	\$
Chitalpa Tashkentensis (Saplings)	SML	20	ea	\$	\$
Coral Spp.	MED	1	ea	\$	\$
Coral Spp. (Broken in drainage channel)	MED	1	ea	\$	\$
Crape Myrtle	SML	15	ea	\$	\$
Crape Myrtle	MED	33	ea	\$	\$
Crape Myrtle	LRG	1	ea	\$	\$
Elm - Chinese	MED	7	ea	\$	\$
Eucalyptus - Citriodora	MED	2	ea	\$	\$
Eucalyptus - Citriodora	LRG	10	ea	\$	\$
Eucalyptus - Red Ironbark	XLRG	24	ea	\$	\$
Eucalyptus - Viminalis	MED	3	ea	\$	\$
Ficus - Rubiginosa	MED	8	ea	\$	\$

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EXHIBIT B**

Ficus - Rubiginosa	LRG	5	ea	\$	\$
Gold Medallion	SML	2	ea	\$	\$
Guava	MED	1	ea	\$	\$
Honey Locust	MED	14	ea	\$	\$
Jacaranda	MED	4	ea	\$	\$
Jacaranda	LRG	2	ea	\$	\$
Jacaranda	XLRG	5	ea	\$	\$
Jacaranda (Topped by SCE)	SML	2	ea	\$	\$
Jacaranda (Topped by SCE)	MED	6	ea	\$	\$
Jacaranda (Topped by SCE)	LRG	11	ea	\$	\$
Jacaranda (Topped by SCE)	XLRG	1	ea	\$	\$
Liquidambar	MED	2	ea	\$	\$
Locust - Black (Dead) (Water Stressed)	MED	5	ea	\$	\$
Magnolia	MED	2	ea	\$	\$
Myoporum	LRG	1	ea	\$	\$
Palm - Dactylifera	LRG	26	ea	\$	\$
Palm - Mexican Fan	LRG	73	ea	\$	\$
Palm - Windmill	MED	2	ea	\$	\$
Palm Dactylifera	LRG	26	ea	\$	\$
Pear - Bradford	SML	58	ea	\$	\$
Pear - Bradford	MED	43	ea	\$	\$
Pear - Evergreen	MED	2	ea	\$	\$
Pepper - Brazilian	SML	2	ea	\$	\$
Pepper - Brazilian	MED	2	ea	\$	\$
Pepper - California	MED	4	ea	\$	\$
Photinia - Fraseri	SML	11	ea	\$	\$
Pine - Canary Island	SML	9	ea	\$	\$
Pine - Canary Island	MED	19	ea	\$	\$
Pine - Canary Island	LRG	67	ea	\$	\$
Pine - Canary Island	XLRG	2	ea	\$	\$
Pine - Stone	MED	2	ea	\$	\$

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EXHIBIT B**

Pine Aleppo (Dead)	LRG	2	ea	\$	\$
Pine Aleppo (Slope)	LRG	32	ea	\$	\$
Pine Aleppo (South Slope)	XLRG	2	ea	\$	\$
Pittosporum - Victorian Box	MED	3	ea	\$	\$
Pittosporum - Victorian Box	LRG	3	ea	\$	\$
Pittosporum - Victorian Box (Broken in drainage channel)	LRG	1	ea	\$	\$
Pittosporum - Victorian Box (Dead)	MED	1	ea	\$	\$
Pittosporum - Victorian Box (Dead)	LRG	1	ea	\$	\$
Podocarpus - Gracilious	MED	1	ea	\$	\$
Quercus Virginiana (Saplings)	MED	4	ea	\$	\$
Silk Floss	MED	2	ea	\$	\$
Silk Floss	LRG	2	ea	\$	\$
Sycamore - London Plane	SML	1	ea	\$	\$
Sycamore - London Plane	MED	24	ea	\$	\$
Sycamore - London Plane	LRG	30	ea	\$	\$
Tristania (Brisbane Box)	SML	50	ea	\$	\$
Tristania (Brisbane Box)	MED	28	ea	\$	\$
Tristania (Brisbane Box)	LRG	11	ea	\$	\$
Tupidanthus	MED	2	ea	\$	\$
Willow - Australian	MED	8	ea	\$	\$
Tree Removal	SML	1	ea	\$	\$
Tree Removal	MED	1	ea	\$	\$
Tree Removal	LRG	1	ea	\$	\$
Palm Tree Skinning	SML	1	ea	\$	\$
Palm Tree Skinning	MED	1	ea	\$	\$
Palm Tree Skinning	LRG	1	ea	\$	\$
Total:				\$	\$
Three-Year Lump Sum Total:				\$	\$

** All parts ordered that exceed a unit price of \$500.00 will require supporting documentation. Vendor shall provide supporting documentation to confirm the actual cost of providing all replacement parts. Payments are contingent upon vendor providing proof of cost.

EXHIBIT C: INFORMATION REQUIRED OF BIDDER

INFORMATION REQUIRED OF BIDDER

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

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

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

EXHIBIT D: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

E. HAZARD COMMUNICATION PROGRAM

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

F. STORM WATER POLLUTION PREVENTION PLAN

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

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

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

H. SCOPE PLANNING

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

I. ORIENTATION

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

J. TRAFFIC & PARKING

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

K. GENERAL PROVISIONS

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

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

1.2 ENVIRONMENTAL REQUIREMENTS

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

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

1.5 LANGUAGE REQUIREMENTS

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

1.6 WARNING SIGNS AND DEVICES

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

1.7 REFERENCES

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

END OF SECTION

EXHIBIT E: 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 F: LIST OF SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS

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

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

Bidder's Name: _____

EXHIBIT G: BID OPENING SIGN-IN SHEET

EXHIBIT G

BID OPENING SIGN-IN SHEET

IFB Number: IFB 4-2492

IFB Title: "TREE MAINTENANCE AND PRUNING SERVICES"

Bid Opening Date and Time: December 4, 2024, 11:00 a.m.

Name of Attendee: _____

Firm Name: _____

EXHIBIT H: GENERAL WAGE RATES

EXHIBIT H

GENERAL WAGE RATES

A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et. seq.), regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or subcontractor and their respective mechanics, laborers, journeypersons, work persons, crafts persons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONTRACTOR upon request. Wage schedules are available on the internet at http://www.dir.ca.gov/DLSR/statistics_research.html. Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement of the Notice Inviting Sealed Bids. CONTRACTOR shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the Labor Code of the state of California, which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.