

DRAFT INVITATION FOR BIDS (IFB) 250223

LOT SWEEPING 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: Monday, June 22, 2026

Question Submittal Date: Thursday, July 2, 2026 before 5:00 pm

Bid Submittal Date: July 21, 2026

SECTION I. INSTRUCTIONS TO BIDDERS

A. NOTICE TO BIDDERS

IFB 250223, "Lot Sweeping Services"

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to perform lot sweeping services. The budget for this effort is \$1,476,000 for a three (3)-year initial term.

THIS IS A PREVAILING WAGE CONTRACT.

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 submitted electronically through the Authority's OpenGov Procurement portal before 11:00 am, Tuesday, July 21, 2026.

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

Bidders interested in obtaining a copy of this Invitation for Bids (IFB) may do so by downloading the IFB from the Authority's OpenGov Procurement portal.

To receive all further information regarding this IFB, bidders and subcontractors must be registered on OpenGov Procurement and following this IFB on the [Authority's OpenGov Procurement portal](#).

A pre-bid conference will be held on Tuesday, June 30, 2026, at 10:00 am at the Authority's Administrative Office, 550 South Main Street, Orange, CA 92868 in Conference Room 07.

Participation via teleconference will also be available. Prospective bidders may join or call-in using the following credentials:

- Copy and Paste this link to join meeting online:
<https://teams.microsoft.com/meet/234512381721249?p=PzLORImdFLyIA7Zp5a>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 303 892 38#

A copy of the pre-bid conference presentation slides and registration sheet(s) will be issued via addendum prior to the date of the pre-bid conference.

All prospective bidders are encouraged to attend the pre-bid conference.

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

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.

B. PRE-BID CONFERENCE

A pre-bid conference will be held on Tuesday, June 30, 2026, at 10:00 am at Administrative Offices I: 550 South Main Street Orange, CA 92868 Conference Room 07.

Participation via teleconference will also be available. Prospective bidders may join or call-in using the following credentials:

- Copy and Paste this link to join meeting online:
<https://teams.microsoft.com/meet/234512381721249?p=PzLORImdFLyIA7Zp5a>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 303 892 38#

An on-site/in-person conference will be held on July 2, at 08:00 am. A copy of the pre-bid conference presentation slides and registration sheet(s) will be issued via addendum prior to the date of the pre-bid conference. All prospective bidders are encouraged to attend the pre-bid conference.

C. SITE VISIT

Santa Ana Base:

A site visit will be held in-person on Thursday, July 2, at 08:00 a.m.

For prospective Offerors who wish to join on-site/in-person, the site visit will be held at the Authority's Santa Ana Maintenance and Operations Base located at 4301 MacArthur Boulevard, Santa Ana, CA 92704.

Participants are limited to two (2) attendees per offeror. The Site Visit will begin promptly at 11:30 a.m. All attendees must bring and wear a reflective safety vest and safety glasses. Attendees not wearing a reflective safety vest and safety glasses will not be permitted to attend the Site Visit. The Authority will not provide reflective safety vests or safety glasses during the Site Visit.

Attendees should allocate approximately one (1) hour for the Site Visit. Upon arrival at the Santa Ana Maintenance and Operations Base, attendees shall make an immediate right after entering off of MacArthur and park at the visitor parking area. The Operations building is located directly in front of the parking lot, please wait in front of this building.

For your safety, please note:

- Reflective safety vests and safety glasses are required at all Authority bases.
- No cell phone use while walking in transit/parking areas.
- No driving in excess of 10mph on Authority property.

A copy of the site visit registration sheet(s) will be issued via addendum prior to the date of the site visit. Prospective offerors are strongly encouraged to attend the Site Visit.

D. 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.

E. 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.

F. AUTHORITY CONTACT

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

Javier Lopez Jr
Section Manager II, Maintenance Procurement
(714) 560-5781
jlopezjr@octa.net

G. CLARIFICATIONS

1. Examination of Documents

Should a bidder require clarifications to this IFB, the bidder shall submit such a request for clarification or inquiry through the "Question and Answer" section of this IFB on the Authority's OpenGov Procurement portal prior to 5:00 pm on Thursday, July 2, 2026. 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 posted to this IFB on the Authority's OpenGov Procurement portal.

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

All requests for clarification of specifications, or questions must be submitted electronically through the Authority's OpenGov Procurement portal and must be received before 5:00 pm on Thursday, July 2, 2026.

4. Authority Responses

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/247442>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this IFB on the Authority's portal.

H. BRAND NAMES

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

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

I. SUBMISSION OF BIDS

1. Date and Time

Bids must be submitted before 11:00 am, on Tuesday, July 21, 2026.

Bids received after the time due will be rejected without consideration or evaluation.

Bids will be publicly opened in the Authority's Administration Office, 600 South Main Street, Orange, California 92863 at the submission time indicated above. Participation via teleconference will also be available. Bidders may join or call-in using the following credentials:

- Copy and Paste this link to join meeting online:
 - <https://teams.microsoft.com/meet/283282098865257?p=9tuYWs0Im609dJXPNF>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 214 101 471#

2. 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.

J. 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.

K. 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.

L. 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.

M. WITHDRAWAL OF BIDS

Bidder may electronically withdraw its bid at any time prior to the due date and time for submittals by clicking the "Unsubmit Response" button if the bid has already been submitted electronically.

N. 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.

O. DELIVERY

The services described herein are to be performed at the following facilities:

Administrative Offices I:
550 South Main Street
Orange, CA 92868

Administrative Offices II:
600 South Main Street
Orange, CA 92868

Administrative Offices III:
2677 North Main Street
Santa Ana, CA 92705

Santa Ana Base:
4301 West MacArthur Boulevard
Santa Ana, CA 92704

Garden Grove Base:
11800 Woodbury Road
Garden Grove, CA 92843

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

Irvine Sand Canyon, Maintenance:
14736 Sand Canyon Road
Irvine, CA 92618

Irvine Base Construction Circle:
16281 Construction Circle West
Irvine, CA 92606

OC Streetcar Maintenance Storage Facility:
2008 W. 5th Street
Santa Ana, CA 92703

Fullerton Transportation Center
123 South Pomona
Fullerton, CA 92833

Laguna Beach Transportation Center
375 Broadway
Laguna Beach, CA 92651

Laguna Hills Transportation Center
24282 Calle De Los Caballeros
Laguna Hills, CA 92653

Laguna Hills Transportation Center
24282 Calle De Los Caballeros
Laguna Hills, CA 92653

Newport Transportation Center
1550 Avocado
Newport Beach, CA 92660

Brea Park-and-Ride
Lambert Road & 57 Freeway, CA

Fullerton Park-and-Ride
3000 West Orangethorpe Ave
Fullerton, CA 92833

P. CASH DISCOUNTS

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

Q. 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.

R. 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.

S. GENERAL WAGE RATES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The Offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

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.

T. 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.

U. 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.

V. 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.

W. FORMS

1. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Bidder confirming that the information provided is true and accurate. Bidder is required to submit one copy of the completed form(s) as part of its bid.

2. List of Subcontractors Form

Bidder shall complete the Subcontractors Form 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 "Instructions to Bidders".

3. Bid Opening Sign-In Sheet

Bidders are advised that an optional teleconference is available for the bid opening scheduled for July 21, 2026, at <https://teams.microsoft.com/meet/283282098865257?p=9tuYWs0Im609dJXPNF>.

Prospective bidders can join or call-in using the following credentials:

- Copy and Paste this link to join the meeting online:
 - <https://teams.microsoft.com/meet/283282098865257?p=9tuYWs0Im609dJXPNF>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 214 101 471#

The bid opening will begin promptly at 11:00am. Callers are requested to dial in and mute the call.

SECTION II. KEY CONTRACTUAL TERMS

A. ACCEPTANCE OF ORDER

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

B. CHANGES

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

C. INVOICE AND PAYMENT

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

D. WARRANTIES

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

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

E. EXCESS REPROCUREMENT LIABILITY

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

F. PACKING AND SHIPPING

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

G. TITLE AND RISK OF LOSS

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

H. NEW MATERIALS

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

I. INSPECTION AND ACCEPTANCE

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

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

J. INDEMNIFICATION

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

K. INFRINGEMENT INDEMNITY

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

L. SUBCONTRACTORS AND ASSIGNMENTS

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

M. DISPUTES

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

N. NOTICE OF LABOR DISPUTE

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

O. AUDIT AND INSPECTION OF RECORDS

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

P. PROHIBITED INTEREST

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

Q. RIGHTS IN DATA

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

R. FEDERAL, STATE AND LOCAL LAWS

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

S. EQUAL EMPLOYMENT OPPORTUNITY

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

T. TERMINATION

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving successful bidder written notice thereof. Upon termination, the Authority may pay the successful bidder allowable costs incurred to date of termination, and those costs deemed reasonably

necessary by the Authority to effect such termination. In addition, the Authority may pay the successful bidder a percentage of profit, which relates to Agreement work, accomplished to date of termination, which shall be the date of notice of termination.

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

U. CONFLICT OF INTEREST

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

V. CODE OF CONDUCT

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

SECTION III. SCOPE OF WORK

A. SCOPE OF WORK

See Exhibit A for full Scope of Work for this IFB.

SCOPE OF WORK LOT SWEEPING SERVICES

1.0 PURPOSE

The purpose of this Scope of Work is to establish the requirements for providing routine lot sweeping services at Orange County Transportation Authority (OCTA) facilities in order to maintain clean, safe, and operational paved areas and to support ongoing transit operations.

2.0 GENERAL REQUIREMENTS

Contractor shall furnish all labor, supervision, equipment, materials, and incidentals necessary to provide complete sweeping, blowing, vacuuming, cleaning, and debris removal services for all paved parking lots, driveways, and associated areas at OCTA-owned and operated facilities. All services shall be performed in a thorough, professional manner consistent with industry best practices and OCTA requirements. All services shall meet OCTA cleanliness and safety standards as determined by OCTA's Project Manager or designee during inspection.

3.0 CONTRACTOR-FURNISHED EQUIPMENT AND MATERIAL

Contractor shall provide all equipment, labor, fuel, and materials necessary to perform the work, including but not limited to brush and vacuum-mounted mobile sweepers and portable backpack blowers. All equipment shall be properly maintained and fully operational, at all times.

Contractor shall, at all times, maintain a minimum of one (1) spare sweeping vehicle available to avoid disruption to the approved sweeping schedule outlined in **Appendix A – Lot Sweeping Schedule**. The spare sweeping vehicle shall be deployed within four (4) hours of primary equipment failure, or sooner if directed by OCTA.

All sweeping equipment shall comply with South Coast Air Quality Management District (SCAQMD) Rule 1186.1, Less Polluting Sweepers, and shall utilize alternative fuels as required.

4.0 SAFETY TRAINING

OCTA shall provide mandatory OC Streetcar Roadway Worker Program training for Contractor field personnel assigned to work near OC Streetcar facilities, tracks, or overhead contact systems. Contractor personnel must complete the training and renew it annually. Work in these areas shall not commence until training is successfully completed or a safety-trained OCTA escort is provided. Outlined in **Appendix B – OC Streetcar Yard & Maintenance Storage Facility Safety Awareness Guide**.

Contractor personnel working at any OCTA facility shall comply with OCTA safety rules, vehicle movement protocols, and facility-specific safety orientations as directed by OCTA

5.0 PREVAILING WAGES

Contractor shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the Labor Code and all applicable federal requirements respecting prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the Contractor and subcontractors shall not pay less than the higher wage rate. The DIR will not accept lower state wage rates not specifically included in the Federal minimum wage determination. Wage schedules are available on the internet at <http://www.dir.ca.gov/OPRL/statisticsresearch.html>.

6.0 EQUIPMENT CAPABILITIES AND PERFORMANCE STANDARDS

Equipment used by the Contractor shall be capable of removing oil-soaked absorbent material, small metal objects, gravel, granular material, paper, and lightweight debris.

All equipment shall be equipped with effective dust control systems and magnetic pick-up capabilities for metallic debris. Magnetic bars shall be adjusted to no more than two (2) inches from ground level unless surface conditions require adjustment.

Where vacuum-mounted sweepers cannot access required areas, Contractor shall utilize alternative debris removal methods that provide equivalent dust control and cleaning effectiveness. Alternative methods shall be subject to OCTA approval and must achieve comparable debris removal and dust control results.

Where embedded streetcar rail or flangeways are present, Contractor equipment shall include vacuum sweeping capabilities or specialized attachments suitable for cleaning rail grooves and flangeways, ensuring effective debris removal without damage to track infrastructure.

7.0 CLEANING METHODS

Litter and debris located under and around parked buses or vehicles shall be displaced using blowers into open areas to allow for effective collection by sweepers.

7.1 EMBEDDED STREETCAR TRACK AND FLANGEWAY CLEANING

Where OCTA facilities or rights-of-way include embedded streetcar rail, flangeways, or track grooves, Contractor shall provide specialized cleaning services to maintain these areas in a clean, safe, and operational condition.

Contractor shall clean embedded rail grooves and flangeways using vacuum-based sweeping equipment or attachments specifically capable of removing compacted fine sand, grit, metal fragments, leaves, trash, and other debris from within the rail groove. Mechanical agitation or brushing may be used as necessary to loosen embedded material prior to vacuum extraction. Blowing, flushing, or displacement methods that relocate debris without capture are prohibited within flangeways unless immediately followed by vacuum collection and approved by OCTA. Cleaning methods shall not damage rail, rail fasteners, elastomeric grout, sealants, pavement, or adjacent track components. Scraping, chiseling, or other destructive methods are not permitted.

Embedded track and flangeways shall be left visibly free of debris, with no accumulation that could impede wheel passage, drainage, or safe streetcar operations.

Embedded track cleaning shall be performed:

- In conjunction with scheduled sweeping services where track is present
- After storm events, construction activity, or special events impacting track areas
- Upon notification by OCTA when buildup presents a safety or operational concern, Contractor shall respond and commence corrective cleaning within twenty-four (24) hours, or sooner if conditions present an immediate safety or operational concern.

Contractor shall coordinate work in embedded track areas in accordance with OCTA safety requirements, including OC Streetcar Roadway Worker Program training and escort provisions, as applicable.

8.0 STAFFING AND QUALITY CONTROL

For quality control purposes, Contractor shall assign consistent personnel to OCTA facilities for the duration of the contract. Any non-emergency staffing changes shall be submitted in writing and approved by Project Manager or designee at least seventy-two (72) hours in advance. Emergency staffing substitutions may occur with immediate notification to OCTA, followed by written confirmation.

9.0 TRASH AND DEBRIS DISPOSAL

All trash and debris generated from sweeping operations shall be removed from OCTA premises and disposed of legally. Services shall include removal of paper and debris along fence lines, walls, gutters, and storm water runoff paths, including cigarette butts and similar refuse. Disposal shall comply with all applicable local, state, and federal environmental and stormwater regulations.

10.0 FINAL INSPECTION AND ACCEPTANCE

Upon completion of work, OCTA’s Facilities Manager or designee shall inspect and verify all services performed. Contractor shall complete a Verification of Work Form (Attachment 1) for each task performed. Failure to comply with these requirements may result in delayed or denied payment. Deficiencies identified during inspection shall be corrected within a timeframe specified by OCTA at no additional cost.

11.0 FACILITIES AND LOCATIONS

This is a listing of all structures, Maintenance and Operation Bases, Transportation Centers, and Park-and-Ride complexes controlled by the OCTA. The total acreage of all properties is given as well as the approximate building sizes. The area to be swept should be approximately equal to the area of the lot less the area of the building(s) on said lot, if any.

Santa Ana (Base 1) Maintenance and Operations	
Address:	4301 Mac Arthur Boulevard Santa Ana, CA 92704
Land:	20.0 acres
Occupancy:	The Maintenance buildings are occupied 24 hours per day, 7 days/ week. Note: Fuel Service, Brake Check, Bus Wash and detailing buildings have heavy occupancy from 5:00 PM – 2:30 AM daily. Bus Operations Hours: 4:00 AM – Midnight, 7 days/ week.
Buildings:	<ul style="list-style-type: none"> • One story, 90,945 ft² maintenance building • One story, 111,893 ft² operations building • One story, 18,620 ft² bus fueling, bus vacuum station, brake check, and tire building • One story, 6,075 ft² detailing/ cleaning station building • One story, 2,763 ft² storage building
Parking Stalls:	293 Buses and 445 Automobiles on a paved surface
Irvine Construction Circle (Base 2) Maintenance and Operations	
Address:	16281 Construction Circle West Irvine, CA 92606
Land:	9.1 acres
Occupancy:	The Bus Operations building is occupied by four (4) different divisions, Hours: 4:30 AM – 11:00 PM, 7 days/ week.

Buildings:	<p>This single-story building is separated into four (4) separate areas totaling up to over 37,000 square feet:</p> <ul style="list-style-type: none"> • 15,000 ft² Operations area • 16,350 ft² Maintenance area • 4,100 ft² Fuel Island area • 1,500 ft² Bush Wash area
Parking Stalls:	275 Small Buses and 282 Automobiles on a paved surface
Garden Grove (Base 4) Maintenance and Operations	
Address-Operations:	11800 Woodbury Road Garden Grove, CA 92843
Address-Maintenance:	11790 Cardinal Circle Garden Grove, CA 92843
Land:	13.6 acres (Addresses are one continuous property)
Occupancy:	<p>The Maintenance buildings are occupied 24 hours per day, 7 days/ week. Note: Fuel Service, Brake Check, and Bus Wash buildings have heavy occupancy from 5:00 PM – 2:30 AM daily.</p> <p>Bus Operations Hours: 4:00 AM – Midnight, 7 days/ week.</p>
Buildings:	<ul style="list-style-type: none"> • Two story, 38,000 ft² maintenance building including equipment related to bus maintenance • One story, 9,300 ft² operations building • One story, 1,200 ft² tire shop • One story, 2,550 ft² masonry brake-check building • One story, 3,450 ft² masonry fuel station building • One story, 3,550 ft² bus wash and steam cleaning station • One story, 1,600 ft² Facilities Maintenance
Parking Stalls:	270 Buses and 446 Automobiles on a paved surface
Garden Grove Annex The Garden Grove Annex is considered a part of the Garden Grove Maintenance and Operation Base Complex.	
Address:	11800 Woodbury Road Garden Grove, CA 92843
Building:	Approximately 20,000 ft ²
Occupancy:	4:00 AM – Midnight, 7 days/ week.

Anaheim (Base 6) Maintenance and Operations	
Address-Operations:	1717 E Via Burton Anaheim, CA 92806
Land:	10.5 acres
Occupancy:	The Maintenance buildings are occupied 24 hours per day, 7 days/ week. Note: Fuel Service, Brake Check, and Bus Wash buildings have heavy occupancy from 5:00 PM – 2:30 AM daily. Bus Operations Hours: 4:00 AM – Midnight, 7 days/ week.
Buildings:	<ul style="list-style-type: none"> • Two story, 47,000 ft² masonry maintenance building • Split level 11,600 ft² masonry operations building • One story, 3,500 ft² masonry brake-check building • One story, 3,500 ft² masonry fuel station building • One story, 4,600 ft² bus wash building
Parking Stalls:	220 Buses on a paved surface and 250 Automobiles in an 82,000 ft ² concrete parking structure
Irvine Sand Canyon (Base 7) Maintenance and Operations	
Address-Operations:	6671 Marine Way Irvine, CA 92618
Address-Maintenance:	14736 Sand Canyon Road Irvine, CA 92618
Land:	13.2 acres (Addresses are one continuous property)
Occupancy:	The Maintenance buildings are occupied 24 hours per day, 7 days/ week. Note: Fuel Service, Brake Check, and Bus Wash buildings have heavy occupancy from 5:00 PM – 2:30 AM daily. Bus Operations Hours: 4:00 AM – Midnight, 7 days/ week.
Buildings:	<ul style="list-style-type: none"> • Two story, 43,700 ft² steel frame and masonry maintenance building • One story, 8,400 ft² operations building • One story, 3,500 ft² bus fueling and bus interior vacuum station • One story, 3,600 ft² brake-check building • One story, 3,600 ft² bus wash building • One story, 2,500 ft² parts storage building
Parking Stalls:	232 Buses and 343 Automobiles on a paved surface

Irvine Sand Canyon Access Road to Maintenance and Operations Buildings	
Address:	6671 Marine Way Irvine, CA 92618 This road is located off Marine Way and is the access to the OCTA's Bus Operations Building and the Caltrans maintenance site gate.
Land:	27,492 ft ² includes curbs, gutters, and shoulders from fence to fence.
Brea Park-and-Ride	
Address:	965 E Lambert Road Brea, CA 92821
Land:	35,000 ft ²
Occupancy:	24 hours, 7 days/ week.
Parking Stalls:	80 standard Automobile spaces and 4 Accessible spaces on a paved surface
Fullerton Transportation Center	
Address:	123 South Pomona Avenue Fullerton, CA 92832
Occupancy:	4:30 AM – 11:00 PM, 7 days/ week.
Parking Stalls:	40 standard Car spaces and 2 Accessible spaces on a paved surface
Fullerton Park-and-Ride	
Address:	3000 West Orangethorpe Avenue Fullerton, CA 92833
Land:	11.1 acres
Occupancy:	4:30 AM – 11:00 PM, 7 days/ week.
Parking Stalls:	785 standard Automobile spaces and 30 Accessible spaces on a paved surface
Goldenwest Transportation Center	
Address:	7301 & 7401 Center Avenue Huntington Beach, CA 92647 Addresses are one continuous property

Land:	4.2 acres total (1.5 acres & 2.7 acres)
Occupancy:	4:30 AM – 11:00 PM, 7 days/ week.
Parking Stalls:	At 7301 Center: 104 standard Car spaces and 6 Accessible spaces on a paved surface At 7401 Center: 198 standard Car spaces and 7 Accessible spaces on a paved surface
Laguna Hills Transportation Center	
Address:	24282 Calle De Los Caballeros Laguna Hills, CA 92653
Land:	2.3 acres
Occupancy:	4:30 AM – 11:00 PM, 7 days/ week.
Parking Stalls:	160 standard Automobile spaces and 6 Accessible spaces on a paved surface
Newport Beach Transportation Center	
Address:	1550 Avocado Avenue Newport Beach, CA 92660
Land:	2.8 acres
Occupancy:	4:30 AM – 11:00 PM, 7 days/ week.
Parking Stalls:	70 standard Car spaces and 4 Accessible spaces on a paved surface
OC Streetcar Maintenance Storage Facility (MSF)	
Address:	2008 W 5 th Street Santa Ana, CA 92703
Land:	2.9 acres
Occupancy:	Mon - Thurs 6:00 AM – 11:00 PM, Fri – Sat 6:00 AM – 1:00 AM, Sun and Holidays 7:00 AM – 10:00 PM (Applies to all OC Streetcar locations)
Buildings:	<ul style="list-style-type: none"> • Two story, 49,619 ft² maintenance building • One story, 5,155 ft² (street)car wash building
Parking Stalls:	52 Automobiles on a paved surface

OC Streetcar Harbor Park-and-Ride	
Address:	13914 Harbor Boulevard Garden Grove, CA 92843
Land:	24,000 ft ²
Parking Stalls:	40 standard Automobile spaces and 2 Accessible spaces on a paved surface
OC Streetcar Flangeway	
Address:	Streetcar street crossings and street path embedded rail from Harbor Park-and-Ride lot, Garden Grove, CA to Santa Ana Regional Transportation Center (SARTC), Santa Ana, CA
Land:	4.2-mile line length of track



VERIFICATION OF WORK

Facilities Maintenance Contractors

- Administration Building (Orange)
- Anaheim (Base 6)
- Garden Grove (Base 4)
- Irvine Sand Canyon (Base 7)
- Irvine Construction Circle (Base 2)
- Santa Ana (Base 1)
- Brea Park & Ride
- Fullerton Park & Ride
- Fullerton Transportation Center
- Goldenwest Transportation Center
- Laguna Hills Transportation Center
- OC Streetcar Maintenance Storage Facility
- Tustin Transportation Center
- Newport Beach Transportation Center

Date: _____

Time In: _____

Time Out: _____

OCTA WO #: _____

Name of Contract: _____

Description of Work: _____

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

Signed: _____
Contractor's Representative

Verified: _____
OCTA's Representative

**APPENDIX A
LOT SWEEPING SCHEDULE**

Sweeping services shall be performed as written below. OCTA's Section Manager of Facilities Maintenance or designee must first approve any changes to this established schedule in writing. All sweeping operations must comply with local jurisdiction's noise restrictions.

Sweep locations twice per week, unless otherwise notes, during times listed:

<u>Location</u>	<u>Days of Week</u>	<u>Hours:</u>
Brea Park and Ride	Monday, Thursday	9:00 PM – 10:00 PM
Laguna Hills Transportation	Monday, Thursday	10:00 PM – 11:00 PM
Irvine Sand Canyon Base, Bus Operations & Access Road	Monday, Thursday	10:30 PM – 11:59 PM
Garden Grove Annex, Bus Operations	Tuesday, Friday	12:01 AM – 2:00 AM
Santa Ana Base, Operations	Tuesday, Friday	2:00 AM – 2:30 AM
Anaheim Base, Parking	Tuesday, Friday	2:30 AM – 3:00 AM
Fullerton Transportation	Tuesday, Saturday	2:30 AM – 3:00 AM
Fullerton Park-and-Ride	Tuesday, Saturday	3:00 AM – 4:00 AM
Newport Beach Transportation	Tuesday, Saturday	3:00 AM – 4:00 AM
Goldenwest Transportation	Tuesday, Saturday	5:00 AM – 6:00 AM
Laguna Beach Transportation	Tuesday, Saturday	7:00 AM – 10:00 AM
Garden Grove Base, Bus Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM
Santa Ana Base, Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM
Anaheim Base, Bus Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM
Irvine Sand Canyon Base Bus Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM
Irvine Construction Circle Base, Maintenance Yard	Monday, Thursday	8:00 AM – 10:00 AM
Irvine Construction Circle Base, Operations	Monday, Thursday	12:00 AM – 2:00 AM
OC Streetcar MSF	Monday, Thursday	1:00 AM – 6:00 AM
OC Streetcar Harbor Park-and-Ride	Monday, Thursday	1:00 AM – 6:00 AM
OC Streetcar Flange-way	Monday or Thursday	1:00 AM – 6:00 AM

This is a proposed schedule and may be revised with the written approval of the Facilities Maintenance Manager.

REQUIREMENTS

IFB 250223
EXHIBIT A
APPENDIX B

SECURITY & CHECK- IN

- All personnel, visitors, vendors, and contractors must sign in at the front entrance security desk upon arrival.
- Employees and contractors must display their OCTA issued badge.
- All work performed by contractors or vendors must be coordinated and planned through the Operations Control Center (OCC) and a designated site supervisor/project manager.



OC STREETCAR YARD & MAINTENANCE STORAGE FACILITY

SAFETY AWARENESS GUIDE

PPE

- Yard: Orange hi-visibility vest, closed toe shoes.
- Maintenance Shop: ASTM F2413 EH rated safety shoes, orange hi-visibility vests, and clear safety glasses with side shields.

TRACK ACCESS

Requires prior authorization and may only occur under approved conditions. Unauthorized access to tracks is strictly prohibited.

ROADWAY WORKER PROTECTION (RWP)

Anyone performing work within 6 ft of the track or 10 ft of overhead powerlines/equipment must receive training and authorization.

EMERGENCY RESPONSE

- **Dial 911** for life-threatening emergencies and immediately contact OCC.
- **Follow evacuation routes** to designated Assembly Areas.
- **Report** all incidents, injuries, and near-misses immediately to OCC.



2008 W. 5th Street, Santa Ana, CA 92703
Operations Control Center (OCC)
(888) 560-5050

SAFETY PRINCIPLES

SAFETY IS A CORE VALUE

No job should be performed unsafely.

STOP WORK AUTHORITY

Anyone can stop work if an unsafe condition or behavior is observed.

REPORT HAZARDS

Notify a supervisor or manager.



Specialty Work Includes:

- Hot Work, Confined Space, Chemicals/Spills Response, LOTO/Control of Hazardous Energy, etc.
- ALL SPECIALITY WORK MUST BE PERFORMED BY QUALIFIED INDIVIDUALS WITH PRIOR AUTHORIZATION FROM OCC.

SHOP SAFETY

- Pits/Elevated Work: Always keep safety gates and railings in place. Never leave openings unprotected.
- Jacks/Lifts, Cranes/Rigging: Only to be used by authorized, trained individuals. Do not walk under a raised load, or through barricaded/restricted area(s).

ELECTRICAL & OVERHEAD POWER HAZARDS

- Treat all overhead wires, contact systems, and electrical equipment as energized unless verified and grounded by qualified personnel.
- Stay 10 ft away from overhead power lines unless authorized, qualified, and protected.
- Only trained staff may de-energize, re-energize, test, or apply safety devices to any electrified system.

Unsafe acts may lead to immediate site removal.

MOTOR VEHICLE SAFETY

- Do not drive vehicles past parking area without permission from OCC.
- Park only in designated parking spots.
- Keep a safe distance from moving vehicles and never drive between streetcars unless permitted by OCC.

YARD & TRACK SAFETY

RAIL SAFETY AWARENESS

- Expect rail vehicle movement on any track, in any direction, at any time.
- Rail vehicles have the right-of-way.

WALKING AND ACCESS

- Use walkways and avoid distractions.
- Avoid walking or stepping on rail.
- Keep fire lanes and designated walkways clear.

WARNING SIGNS

- Blue Flag/Blue Light Protection indicates someone is working on, under, or between streetcars.
- Red Flag Protection indicates track is out of service.

PERSONAL ELECTRONIC DEVICE USE

- Prohibited within 6 ft of any track.
- Includes but not limited to wireless phones, smart phones, smart watches, Bluetooth devices, laptop computers, headphones, and/or earbuds.

SECTION IV. BID PACKAGE**A. BID**

The Bidder shall complete all the forms identified below and contained in this IFB. The bid may not contain exceptions to or deviations from the requirements of this IFB.

Quantities listed on the Bid Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. Prices quoted shall remain firm for the term of the Agreement or Purchase Order.

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

1. Bid Form

In compliance with the Invitation for Bids, "**Lot Sweeping Services**", the Bidder with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The Bidder affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Bidder's Authorized Representative - Name*

Please provide the full name of the Bidder's Authorized Representative.

*Response required

Bidder's Authorized Representative - Title*

Please provide the full title/position of the Bidder's Authorized Representative.

*Response required

Bidder's Authorized Representative - Telephone Number*

Please provide the full phone number of the Bidder's Authorized Representative. Be sure to include area code and extension (if applicable)

*Response required

Bidder's Authorized Representative - Fax Number

Please provide the full fax number of the Bidder's Authorized Representative. Be sure to include area code and extension (if applicable)

Bidder's Authorized Representative - Email Address*

Please provide the full email address of the Bidder's Authorized Representative.

*Response required

Bidder's Post Office Address*

Please provide the full physical address of Bidder as used by the post office or delivery service.

*Response required

2. Information Required of Bidder

Type of Firm*

Which type of firm best describes the Bidder's company?

- Individual
- Partnership
- Corporation

*Response required

Corporation?*

Is the Bidder's Company a corporation organized under the laws of a given State?

- Yes
- No

*Response required

When equals "Yes"

State of Incorporation*

Under the laws of what State is the Bidder's Company incorporated?

*Response required

DIR Registration Number*

What is your Public Works Contractor Registration (PWCR) Number as issued by the California Department of Industrial Relations?

*Response required

Certified Small Business?*

Is your firm a certified small business in California?

- Yes
- No

*Response required

Owners or Officers*

List the names and addresses of all owners of the firm or names and titles of all officers of the corporation.

*Response required

Project References*

List at least three project references for which Bidder has provided similar services and/or products in the last two years.

Please be sure to provide the following for each reference:

- Type of Service/Product

- Date Completed
- Name and Address of Owner
- Contact Name, Phone Number, and Email Address
- Total Cost

*Response required

3. Forms

Status of Past and Present Contracts Form*

Please download the below documents, complete, and upload.

- [Status of Past and Present ...](#)

*Response required

List of Subcontractors Form*

Please download the below documents, complete, and upload.

- [List of Subcontractors.docx](#)

*Response required

4. Submittal

Bidder Acknowledgement*

The Bidder hereby proposes to supply all services and products as required in the **IFB 250223, "Lot Sweeping Services"**, and to hold bid pricing for 120 calendar days after the bid close date.

Please confirm

*Response required

PRICE SUMMARY SHEET

Enter below the proposed firm-fixed prices for each service location described in the Scope of Work. Prices below shall include all direct costs, indirect costs (including prevailing wage), and profits for providing monthly lot sweeping services. Contractor shall provide services per the frequencies listed in accordance with Appendix A, Sweeping Schedule, at the Service Locations listed below. Prices quoted shall remain firm for the entire term of the agreement. Contractors must quote all line items for all five (5) years for monthly services, failure to quote all years shall result in a non-responsive bid. THIS IS A PREVAILING WAGE CONTRACT.

3-Year Initial Term: Effective November 1, 2026 Through October 31, 2029

LINE ITEM NO.	SERVICE LOCATIONS	YEAR 1 11/1/2026 - 10/31/2027 MONTHLY RATE:	YEAR 2 11/1/2027 - 10/31/2028 MONTHLY RATE:	YEAR 3 11/1/2028 - 10/31/2029 MONTHLY RATE:
1	Brea Park and Ride	\$ -	\$ -	\$ -
2	Laguna Hills Transportation	\$ -	\$ -	\$ -
3	Irvine Sand Canyon Base, Bus Operations & Access Road	\$ -	\$ -	\$ -
4	Garden Grove Annex, Bus Operations	\$ -	\$ -	\$ -
5	Santa Ana Base, Operations	\$ -	\$ -	\$ -
6	Anaheim Base, Parking	\$ -	\$ -	\$ -
7	Fullerton Transportation	\$ -	\$ -	\$ -
8	Fullerton Park-and-Ride	\$ -	\$ -	\$ -
9	Newport Beach Transportation	\$ -	\$ -	\$ -
10	Goldenwest Transportation	\$ -	\$ -	\$ -
11	Laguna Beach Transportation	\$ -	\$ -	\$ -
12	Garden Grove Base, Bus Maintenance Yard	\$ -	\$ -	\$ -
13	Santa Ana Base, Maintenance Yard	\$ -	\$ -	\$ -
14	Anaheim Base, Bus Maintenance Yard	\$ -	\$ -	\$ -
15	Irvine Sand Canyon Base Bus Maintenance Yard	\$ -	\$ -	\$ -
16	Irvine Construction Circle Base, Maintenance Yard	\$ -	\$ -	\$ -
17	Irvine Construction Circle Base, Operations	\$ -	\$ -	\$ -
18	OC Streetcar MSF	\$ -	\$ -	\$ -
19	OC Streetcar Harbor Park-and-Ride	\$ -	\$ -	\$ -
20	OC Streetcar Flange-way	\$ -	\$ -	\$ -
Subtotal per Month		\$ -	\$ -	\$ -
Subtotal per Year		\$ -	\$ -	\$ -
Total for TABLE A - Initial 3-year Term			\$ -	\$ -

Option Term: Effective November 1, 2029 through October 31, 2031

LINE ITEM NO.	SERVICE LOCATIONS	OPTION TERM - YEAR 1 11/1/2029 - 10/31/2030 MONTHLY RATE:	OPTION TERM - YEAR 2 11/1/2030 - 10/31/2031 MONTHLY RATE:
1	Brea Park and Ride	\$ -	\$ -
2	Laguna Hills Transportation	\$ -	\$ -
3	Irvine Sand Canyon Base, Bus Operations & Access Road	\$ -	\$ -
4	Garden Grove Annex, Bus Operations	\$ -	\$ -
5	Santa Ana Base, Operations	\$ -	\$ -
6	Anaheim Base, Parking	\$ -	\$ -
7	Fullerton Transportation	\$ -	\$ -
8	Fullerton Park-and-Ride	\$ -	\$ -
9	Newport Beach Transportation	\$ -	\$ -
10	Goldenwest Transportation	\$ -	\$ -

PRICE SUMMARY SHEET

11	Laguna Beach Transportation	\$ -	\$ -
12	Garden Grove Base, Bus Maintenance Yard	\$ -	\$ -
13	Santa Ana Base, Maintenance Yard	\$ -	\$ -
14	Anaheim Base, Bus Maintenance Yard	\$ -	\$ -
15	Irvine Sand Canyon Base Bus Maintenance Yard	\$ -	\$ -
16	Irvine Construction Circle Base, Maintenance Yard	\$ -	\$ -
17	Irvine Construction Circle Base, Operations	\$ -	\$ -
18	OC Streetcar MSF	\$ -	\$ -
19	OC Streetcar Harbor Park-and-Ride	\$ -	\$ -
20	OC Streetcar Flange-way	\$ -	\$ -
Subtotal per Month		\$ -	\$ -
Subtotal per Year		\$ -	\$ -
Total for TABLE B - Option: 2-Year Term		\$ -	\$ -

Total for TABLE A - Initial 3-year Term	\$ -
Total for TABLE B - Option 2-year Term	\$ -
GRAND TOTAL (A) + (B)	\$ -

PRICE INCREASES /DECREASES:

Enter below the proposed firm-fixed prices for each service location described in the Scope of Work. Prices below shall include all direct costs, indirect costs (including prevailing wage), and profits for providing monthly lot sweeping services. Contractor shall provide services per the frequencies listed in accordance with Appendix A, Sweeping Schedule, at the Service Locations listed below. Prices quoted shall remain firm for the entire term of the agreement. Contractors must quote all line items for all five (5) years for monthly services, failure to quote all years shall result in a non-responsive bid. THIS IS A PREVAILING WAGE CONTRACT.

FIRM DISCOUNT AND PRICING STRUCTURE:

Bidder guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Bidder agrees that no price increases shall be passed along to Authority during the term of this Blanket Purchase Order.

Contractor Name:

PROPOSED AGREEMENT NO. 250223

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this ____ day of _____, 2026 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY") and _____, _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide Lot Sweeping Services; and

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

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

WHEREAS, CONTRACTOR wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part

1 of any term or condition of this Agreement shall not affect the validity of other terms or
2 conditions.

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

11 **ARTICLE 2. AUTHORITY DESIGNEE**

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

14 **ARTICLE 3. SCOPE OF WORK**

- 15 A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to
16 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by
17 this reference, incorporated in and made a part of this Agreement. All services shall be
18 provided at the times and places designated by AUTHORITY.
- 19 B. CONTRACTOR shall provide the personnel listed below to perform the above-specified
20 services, which persons are hereby designated as key personnel under this Agreement.

21 **Names / Functions**

- 22
- 23
- 24 C. No person named in paragraph B of this Article, or his/her successor approved by
25 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon
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1 function or level of commitment hereunder be changed, without the prior written consent
2 of AUTHORITY.

- 3 D. Should the services of any key person become no longer available to CONTRACTOR, the
4 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for
5 approval as soon as possible, but in no event later than seven (7) calendar days prior to the
6 departure of the incumbent key person, unless CONTRACTOR is not provided with prior notice
7 by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7)
8 calendar days following receipt of these qualifications concerning acceptance of the candidate
9 for replacement.

10 **ARTICLE 4. TERM OF AGREEMENT**

11 This Agreement shall commence upon the effective date of this Agreement, and shall continue in
12 full force and effect through October 31, 2029, unless earlier terminated or extended as provided
13 in this Agreement.

- 14 A. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
15 additional twenty-four (24) months commencing _____, 20__, and continuing
16 through _____, 20__ ("Option Term"), and thereupon require CONTRACTOR to continue
17 to provide services, and otherwise perform, in accordance with Exhibit A and at the amounts
18 or rates set forth in Article 5, "Payment."
- 19 B. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its
20 right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default
21 as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the
22 period extending from commencement through _____, 20__, which period encompasses
23 the Initial Term and Option Term.

24 **ARTICLE 5. PAYMENT**

- 25 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement,
26 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,

1 AUTHORITY shall pay CONTRACTOR on a firm fixed price basis in accordance with the
2 following provisions.

- 3 B. The following schedule shall establish the firm fixed payment to CONTRACTOR by
4 AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include
5 any CONTRACTOR expenses not approved by AUTHORITY including but not limited to
6 reimbursement for local meals.
- 7 C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to
8 the work actually completed by CONTRACTOR. Percentage of work completed shall be
9 documented in a monthly progress report prepared by CONTRACTOR, which shall
10 accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish
11 such other information as may be requested by AUTHORITY to substantiate the validity of an
12 invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task
13 listed in paragraph B of this Article until such time as CONTRACTOR has documented to
14 AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required under
15 the task. AUTHORITY's payment in full for any task completed shall not constitute
16 AUTHORITY's final acceptance of CONTRACTOR's work under such task.
- 17 D. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
18 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices
19 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net.
20 Each invoice shall be accompanied by the monthly progress report specified in paragraph C
21 of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt
22 and approval of each invoice. Each invoice shall include the following information:
- 23 1. Agreement No. 250223;
 - 24 2. Specify the task number for which payment is being requested;
 - 25 3. The time period covered by the invoice;
 - 26 4. Total monthly invoice (including project-to-date cumulative invoice amount) and retention;

- 1 5. Monthly Progress Report;
- 2 6. Weekly certified payroll for personnel subject to prevailing wage requirements, if
- 3 applicable;
- 4 7. Certification signed by the CONTRACTOR or his/her designated alternate that a) The
- 5 invoice is a true, complete and correct statement of reimbursable costs and progress; b)
- 6 The backup information included with the invoice is true, complete and correct in all
- 7 material respects; c) All payments due and owing to subconsultants and suppliers have
- 8 been made; d) Timely payments will be made to subconsultants and suppliers from the
- 9 proceeds of the payments covered by the certification and; e) The invoice does not include
- 10 any amount which CONTRACTOR intends to withhold or retain from a subconsultant or
- 11 supplier unless so identified on the invoice;
- 12 8. Any other information as agreed or requested by AUTHORITY to substantiate the validity
- 13 of an invoice.

14 **ARTICLE 6. MAXIMUM OBLIGATION**

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

20 **ARTICLE 7. NOTICES**

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

25 To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

Name:

Title:

Phone:

Email:

ARTICLE 8. INDEPENDENT CONTRACTOR

- A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
- B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

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- 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, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;
 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;
 3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and
 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.
 5. Contractors Pollution Liability with limits of not less than \$1,000,000 per claim and aggregate arising from the contractor's operations;
- 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.

- 1 C. CONTRACTOR shall also include in each subcontract, the stipulation that subconsultants shall
2 maintain insurance coverage in the amounts required of CONTRACTOR as provided in the
3 Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on
4 the Commercial General Liability, and Auto Liability insurance policies.
- 5 D. 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 E. CONTRACTOR shall submit required insurance certificates to AUTHORITY's insurance
8 tracking contractor, InsureTrack. CONTRACTOR shall respond directly to InsureTrack's
9 request for updated insurance certificates and other insurance-related matters by email
10 to octa@instracking.com.
- 11 F. CONTRACTOR shall include on the face of the certificate of insurance, the following
12 information:
- 13 1. The Agreement Number 250223 and, the Section Manager's Name, Javier Lopez Jr
 - 14 2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors,
15 employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

16 **ARTICLE 10. ORDER OF PRECEDENCE**

17 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1)
18 the provisions of this Agreement, including all exhibits; (2) the provisions of IFB 250223 ; (3)
19 CONTRACTOR's bid dated _____; (4) all other documents, if any, cited herein or incorporated
20 by reference.

21 **ARTICLE 11. CHANGES**

- 22 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
23 make changes in the general scope of this Agreement, including, but not limited to, the services
24 furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such
25 work suspension or change causes an increase or decrease in the price of this Agreement or
26 in the time required for its performance, CONTRACTOR shall promptly notify AUTHORITY

1 thereof and assert its claim for adjustment within ten (10) calendar days after the change or
2 work suspension is ordered, and an equitable adjustment shall be negotiated. However,
3 nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the
4 Agreement as changed.

- 5 B. CONTRACTOR shall only commence work covered by an amendment after the amendment
6 is executed by AUTHORITY.

7 **ARTICLE 12. DISPUTES**

- 8 A. Except as otherwise provided in this Agreement, when a dispute arises between
9 CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If
10 project managers do not reach a resolution, the dispute will be decided by AUTHORITY's
11 Director of Contracts Administration and Materials Management (CAMM), who shall reduce
12 the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The
13 decision of the Director, CAMM, shall be the final and conclusive administrative decision.
- 14 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the
15 performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
16 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision
17 of any AUTHORITY official or representative on a question of law, which questions shall be
18 settled in accordance with the laws of the State of California.

19 **ARTICLE 13. TERMINATION**

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

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

12 **ARTICLE 14. INDEMNIFICATION**

13 CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
14 employees and agents (indemnities) from and against any and all claims (including attorneys' fees
15 and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
16 death, damage to or loss of use of property caused by the negligent acts, omissions or willful
17 misconduct by CONTRACTOR, its officers, directors, employees, agents, subconsultants or suppliers
18 in connection with or arising out of the performance of this Agreement.

19 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

- 20 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
21 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this
22 Agreement be subcontracted by CONTRACTOR, without the prior written consent
23 of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of
24 its obligations to comply fully with all terms and conditions of this Agreement.
- 25 B. If CONTRACTOR wishes to subcontract any of the work described in Exhibit B, AUTHORITY
26 must be given prior notification and must consent to CONTRACTOR's subcontracting portions

1 of the Scope of Work to the requested subconsultant(s). If AUTHORITY approves of the
 2 subconsultant, CONTRACTOR shall include in the subcontract agreement the stipulation that
 3 CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subconsultant for
 4 the amounts owing and that the subconsultant shall have no claim, and shall take no action,
 5 against AUTHORITY, its officers, directors, employees or sureties for nonpayment by
 6 CONTRACTOR.

<u>Subcontractor Name</u>	<u>Addresses</u>	<u>Function</u>
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10 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

20 **ARTICLE 17. CONFLICT OF INTEREST**

21 A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict
 22 of interest means that due to other activities, relationships or contracts, the CONTRACTOR is
 23 unable, or potentially unable to render impartial assistance or advice to the AUTHORITY;
 24 CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might
 25 be otherwise impaired; or the CONTRACTOR has an unfair competitive
 26

1 advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict
2 of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be
3 submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure
4 requirement is for the entire term of this Agreement.

- 5 B. If the AUTHORITY determines that CONTRACTOR, its employees, or subconsultants are
6 subject to disclosure requirements under the Political Reform Act (Government Code section
7 81000 et seq.), CONTRACTOR and its required employees and subconsultants shall complete
8 and file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board
9 disclosing all required financial interests.

10 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

23 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

5 **ARTICLE 22. PROHIBITED INTERESTS**

- 6 A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or
7 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall
8 have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 9 B. No member of or delegate to, the Congress of the United States shall have any interest, direct
10 or indirect, in this Agreement or to the benefits thereof.

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

- 12 A. The originals of all letters, documents, reports and other products and data produced under
13 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may
14 be made for CONTRACTOR's records but shall not be furnished to others without written
15 authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and
16 all rights in copyright therein shall be retained by AUTHORITY.
- 17 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
18 descriptions, and all other written information submitted to CONTRACTOR in connection with
19 the performance of this Agreement shall not, without prior written approval of AUTHORITY, be
20 used for any purposes other than the performance under this Agreement, nor be disclosed to
21 an entity not connected with the performance of the project. CONTRACTOR shall comply with
22 AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which
23 is otherwise known to CONTRACTOR or is or becomes generally known to the related industry
24 shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name,
25 photographs of the project, or any other publicity pertaining to the project in any professional
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1 publication, magazine, trade paper, newspaper, seminar or other medium without the express
2 written consent of AUTHORITY.

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

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

- 10 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright
11 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its
12 expense any claim or suit against AUTHORITY on account of any allegation that any item
13 furnished under this Agreement or the normal use or sale thereof arising out of the performance
14 of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and
15 CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim,
16 provided that CONTRACTOR is promptly notified in writing of the suit or claim and given
17 authority, information and assistance at CONTRACTOR's expense for the defense of
18 same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results
19 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered
20 form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a
21 deliverable in combination with other material not provided by CONTRACTOR when such use
22 in combination infringes upon an existing U.S. letters patent or copyright.
- 23 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
24 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify
25 AUTHORITY under any settlement made without CONTRACTOR's consent or in the
26 event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided,

1 however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said
2 item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to
3 AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute
4 an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity
5 thereto.

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

7 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,
8 photographs, tapes, software, software design documents, including without limitation source
9 code, binary code, all media, technical documentation and user documentation, photo prints
10 and other graphic information required to be furnished under this Agreement, shall
11 be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as
12 such, shall be free from proprietary restriction except as elsewhere authorized in this
13 Agreement. CONTRACTOR further agrees that it shall have no interest or claim to such
14 finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the
15 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 CONTRACTOR. Preliminary data includes roughs,
18 visualizations, software design documents, layouts and comprehensives prepared by
19 CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's
20 acceptance before approval is given for preparation of finished artwork. Preliminary data title
21 and right thereto shall be made available to AUTHORITY if CONTRACTOR causes
22 AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

23 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS**

24 CONTRACTOR shall comply with all the requirements set forth in Exhibit, titled "Level II SAFETY
25 SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall
26 mean "Sub-consultant."

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

1 CONTRACTOR shall not make, participate in making, or use its position to influence any governmental
2 decisions as defined by the Political Reform Act, Government Code section 8100 et seq., and the
3 implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
4 CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct
5 any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or
6 enter into any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's
7 personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting
8 a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and
9 management.
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ARTICLE 28. GENERAL WAGE RATES

11 All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier working on the
12 construction site, will be paid unconditionally and not less often than once a week and without any
13 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or
14 required by federal, state or local law, regulation or ordinance), the full amounts due at the time of
15 payment computed at wage rates and per diem rate not less than the aggregate of the highest of the
16 two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained
17 in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the
18 Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the
19 State of California, commencing at Section 1770 et. seq.), regardless of any contractual relationship
20 which may be alleged to exist between CONTRACTOR or subcontractor and their respective
21 mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the
22 current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's
23 offices and will be made available to CONTRACTOR upon request. CONTRACTOR shall post a copy
24 thereof at each job site at which work hereunder is performed.
25

26 In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the Labor

1 Code of the State of California, which are incorporated herein by reference, pertaining to workers
2 performing work hereunder including, but not limited to, those provisions for work hours, payroll
3 records and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or
4 cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform
5 work hereunder regardless of the subcontractor tier.

6 **ARTICLE 29. FORCE MAJEURE**

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

14 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. 250223 to be
15 executed as of the date of the last signature below.

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CONTRACTOR

ORANGE COUNTY TRANSPORTATION
AUTHORITY

SIGNATURE

DARRELL E. JOHNSON, CHIEF EXECUTIVE
OFFICER

DATE SIGNED

APPROVED AS TO FORM:

JAMES M. DONICH, GENERAL COUNSEL

APPROVED:

JOHNNY DUNNING JR., CHIEF OPERATIONS
OFFICER

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

E. HAZARD COMMUNICATION PROGRAM

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

F. STORM WATER POLLUTION PREVENTION PLAN

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

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

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

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

H. SCOPE PLANNING

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

I. ORIENTATION

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

J. TRAFFIC & PARKING

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

K. GENERAL PROVISIONS

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

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

1.2 ENVIRONMENTAL REQUIREMENTS

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

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

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

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

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

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

1.5 LANGUAGE REQUIREMENTS

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

1.6 WARNING SIGNS AND DEVICES

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

1.7 REFERENCES

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

END OF SECTION