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May 11, 2010

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTATIONS (RFQ): 0-1560
MISCELLANEOUS BUILDING MODIFICATIONS**

The Orange County Transportation Authority (OCTA) invites quotes from Contractors to provide building modifications, on an as requested basis, no guarantee usage. The budget for this project is \$50,000 for two years.

Please submit your "Quotation Form" to the attention of Maria Cruz-Thompson. The "Quotation Form" must be submitted at or before **11:00 a.m., June 1, 2010.**

All Contractors interested in doing business with the OCTA are required to register their business on-line at CAMMNet, the Authority's interactive website. The website can be found at www.octa.net. From the site menu, click on CAMMNet to register.

Quotes shall be submitted in the following manners:

Facsimile:

**Attention: Maria Cruz-Thompson, RFQ 0-1560
Facsimile Number: (714) 560-5792**

Email:

**Attention: Maria Cruz-Thompson, RFQ 0-1560
Email: mthompson@octa.net**

Award shall be based on the lowest, responsive, responsible quoter.

Questions, comments, and clarifications shall be submitted in writing to mthompson@octa.net no later than 2:00 p.m. (Daylight Savings Time), May 21, 2010. On the email subject line, please specify: **RFQ 0-1560, Written Questions.**

The successful Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maria Cruz-Thompson".

Maria Cruz-Thompson

Buyer

Contracts Administration and Materials Management

Enclosures:

- Exhibit A - Scope of Work
- Exhibit B - Quotation Form
- Exhibit C - General Provisions
- Exhibit D - Insurance Requirements
- Exhibit E - Level 3 Safety Specifications
- Exhibit F - Information Required of Contractor
- Exhibit G - List of Subcontractors
- Exhibit H - Drug Free Workplace Act of 1988

SCOPE OF WORK

Building Modifications to OCTA Administrative Offices

GENERAL INFORMATION

The Orange County Transportation Authority (OCTA) is seeking a contractor to provide building modifications, as needed due to departmental reorganizations or structural additions that require facility modifications, to our Administrative Offices located at 550 and 600 South Main Street in Orange and our other facilities located throughout Orange County.

SERVICES REQUIRED

Provide building modifications including:

- Demolition
- Concrete work
- Millwork
- Doors
- Hardware
- Glass
- Drywall/Drywall repair
- Ceramic tile
- Wall finishes
- Floor Finishes
- Window Coverings
- Plumbing
- HVAC
- Electrical work
- Stonework
- Coring of floors

REQUIREMENTS

- Contractor must gain detailed knowledge of the office space and supporting electrical, mechanical, and plumbing specifications for the Orange Administrative Offices and other locations as needed.
- Contractor must gain a good working relationship with all the initial subcontractors involved in the construction of these buildings.
- Contractor must gain a good working relationship with PMRG Property Management company at OCTA Administration Building in 600 South Main Street, Orange, CA.

- Contractor must obtain blueprints and documents relating to these offices, as needed.
- Contractor must adhere to all applicable laws, statutes, regulations and codes required for construction.
- Contractor shall provide necessary coordination with the landlords building architects and engineers, manufacturers and dealers required to execute the design, specification, construction and installation of the project.
- Contractor shall produce a schedule to be coordinated with the building architect and will indicate the dates each service will be completed, to include approval time, order entry, delivery and installation dates of all elements.
- Contractor shall provide those services necessary to prepare construction documents consisting of drawings, specifications, and other documents listing in detail the requirements for the construction of the project.
- Contractor shall issue a "punch list" upon final completion and forward it to OCTA for their review.
- Contractor shall provide written warranties and related documents of the project to OCTA.
- Contractor must obtain all necessary permits required.

PRE-PROJECT REQUIREMENTS

- Contractor shall provide OCTA with a cost estimate of all work required, prior to the commencement of the project no later than five (5) days of OCTA's request of building modification.
- Contractor will work with OCTA to review and recommend for approval all invoices, applications, certificates of payment, and change order requests required throughout the course of construction and installation.
- Work will be paid per estimate, unless written approval has been obtained from OCTA for additional work and costs.

QUOTATION FORM

REQUEST FOR QUOTATIONS NO.: 0-1560, MARIA CRUZ-THOMPSON

DESCRIPTION OF SERVICES: MISCELLANEOUS BUILDING
MODIFICATIONS

QUOTES ARE DUE AT: 11:00 A.M., JUNE 1, 2010

QUOTES CAN BE FAXED TO: (714) 560 – 5792 (FACSIMILE NO.)
QUOTES CAN BE EMAILED TO: mthompson@octa.net

COMPANY'S NAME AND ADDRESS: _____

NAME AND TELEPHONE NO. OF _____

AUTHORIZED REPRESENTATIVE: (____) _____

FACSIMILE NO.: (____) _____

E-MAIL ADDRESS: _____

BLANKET PURCHASE ORDER

Effective July 1, 2010 through June 30, 2012, for the OCTA's General Services Department partial requirements, on an as-requested basis, with no guarantee usage for Miscellaneous Building Modifications as specified in Exhibit A entitled "Scope of Work."

Quantities listed on the Pricing Information Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by OCTA. Prices quoted shall remain firm for the term of the Blanket Purchase Order.

AWARD

Award shall be made to the lowest responsive responsible quoter based on the total of standard hourly rates x estimated usage.

Enter below your fully burdened rates for each classification. Fully burdened rates shall include all costs. Rates shall remain firm fixed for the two years.

Classification	Standard Hours	Overtime Hours	Week-Ends	Estimated Usage for Two Years
Site Construction Laborer	\$	\$	\$	114 hours
Supervisor	\$	\$	\$	62 hours
Project Manager	\$	\$	\$	25 hours
Electrician	\$	\$	\$	135 hours
Drywall Installer	\$	\$	\$	226 hours
Carpet Layer	\$	\$	\$	27 hours
Painter	\$	\$	\$	75 hours
Millwork	\$	\$	\$	249 hours
Plumber	\$	\$	\$	72 hours

If Quoter charges for any of the following please state at what percentage this is charged per building modification:

General Conditions: _____

Insurance: _____

Profit: _____

Please include any other costs not mentioned above that will be incurred with your company. Other anticipates charges:

Description	Cost
_____	_____
_____	_____

Any costs not stated will not be paid by OCTA.

PREVAILING WAGES

It is required that all mechanics and laborer employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at OCTA's Offices or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm> and the www.access.gpo.gov/davisbacon/. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid.

QUOTER'S LICENSING REQUIREMENTS

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a bid without a license, the Quoter shall provide as part of the bid the license number, class (or type), and date of expiration of the license.

A license will be required, along with any specialty licenses necessary for this project.

Furthermore, the Quoter shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Quoter shall also certify that all information provided and representations made in the bid are true and correct, and made under penalty of perjury. Quoters shall provide this information on the certification presented in the RFQ. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the Quoter nonresponsive to this solicitation and will result in the rejection of the bid.

PERMITS AND INSPECTION COSTS

The Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

CONFLICT OF INTEREST

Contractor agrees to avoid organizational conflict of interest which would restrict full and open competition. An organizational conflict of interest means that due to other activities, relationships or contracts, the Contractor is unable,

or potentially unable to render impartial assistance or advise the Authority; Contractor's objectivity in performing the work identified in the specifications is or might be otherwise impaired; or the Contractor has an unfair competitive advantage. Contractor is obligated to fully disclose to the Authority in writing any Conflict of Interest issues as soon as they are known to the Contractor. All disclosures must be disclosed at the time of bid submittal.

CODE OF CONDUCT

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

Contractor agrees to the terms and conditions as stated in Exhibit C entitled "Orange County Transportation Authority – General Provisions" which are by this reference incorporated herein.

In signing this form, Contractor acknowledge receipt of Exhibit A entitled "Scope of Work", Exhibit B entitled "Quotation Form", Exhibit C entitled "OCTA General Provisions," Exhibit D entitled "Insurance Requirements," Exhibit E entitled "Level 3 Safety Specifications," Exhibit F entitled "Information Required From Contractor," Exhibit G entitled "List of Subcontractors," and Exhibit H entitled "Drug Free Workplace Act of 1988," which are by this reference incorporated herein.

This quotation shall remain firm for 90 days from quotation close date.

AUTHORIZED TO BIND QUOTE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY - GENERAL PROVISIONS

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment or prior inspection at SELLER'S facilities. Final inspection will be made within a reasonable time after receipt of items hereunder.
2. **CHANGES** - By written notice or order. AUTHORITY may, from time to time, order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by A. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance. SELLER OR AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against Seller, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto, and AUTHORITY shall have, such additional remedies as may be available whether or not it so terminates this agreement, including but not limited to the payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder provided such Seller's reprocurement expenses obligation shall be limited to the excess over the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and save harmless AUTHORITY from and against any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or supplies in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTORS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER either voluntarily or by operation of law, nor may all or substantially all of this agreement be further subcontracted by SELLER without the prior written consent of AUTHORITY. No consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that in the performance of this agreement is shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement statutory, or otherwise, it is agreed that SELLER shall defend at its expense and suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters Patent or copyright and shall pay cost and damages finally awarded in any such suit, provided that SELLER is notified in writing of the suit and given authority, information, assistance at SELLER'S expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, 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 hereto.
8. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this agreement, SELLER 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 at the F.O.B. point specified herein, and upon such delivery title shall pass from SELLER and SELLER'S responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER'S negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. **NOTICE OF LABOR DISPUTE** - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.
10. **EQUAL EMPLOYMENT OPPORTUNITY** - In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. **DISADVANTAGE BUSINESS ENTERPRISE** - In connection with the performance of this agreement, the SELLER will cooperate with the AUTHORITY in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged business enterprises, and seller will use its best efforts to insure that disadvantaged business enterprises shall have an equitable opportunity to compete for subcontract work under this agreement.
12. **PROHIBITED INTEREST** - A. SELLER covenants that no member of, or delegate to, the Congress of the United States shall have any interest, direct or indirect, in the agreement or the proceeds hereof.
B. SELLER further covenants that, for the term of this agreement, no director, member, officer, or employee of the AUTHORITY during his tenure in office or one (1) year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof.
13. **TERMINATION FOR CONVENIENCE** - the Authority may terminate this agreement at any time by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.
14. **AUDIT AND INSPECTION OF RECORDS** - SELLER shall provide AUTHORITY such access to SELLER'S books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER'S performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.

INSURANCE REQUIREMENTS

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

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

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

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

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

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. CONTRACTOR shall include on the face of the Certificate of Insurance the Blanket Purchase Order No. Agreement Number C-0-1560; and, the Buyer's Name, Maria Cruz-Thompson.

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

LEVEL 3 SAFETY SPECIFICATIONS

APPLICATION - Level 3 Safety Specifications apply to contracts, as determined by the Authority, including subcontracts, with contractors that are entered into by and between the Authority or in the case of subcontracts, that arise out of a contract entered into by the Authority. The scope of these contracts require the contractor to manage recognized hazards with a potential of injury or property damage and may require routine unescorted access to Authority property, and including, but not limited to, work in and around maintenance areas, shop and bus base areas, on-board buses, highways, and rail construction sites.

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its sub-tier contractors, suppliers, and employees have the obligation to comply with all Authority HSEC requirements, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority including California Department of Transportation safety requirements and special provisions. 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 health and safety standards, non-conformance of Authority health, safety and environmental compliance (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination for cause, of agreements with the Authority, at the sole discretion of the Authority.
- C. 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.
- D. 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 sub-tier contractors (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.
- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, California Code of Regulations (CCR) Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who work on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

- 2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (CFR 1926 & 1910 Standards), state (CCR Title 8 Standards), Local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope, and make available to the Authority upon request within 72 hours.

- A. Comprehensive Project Specific Safety Work Plan.
- B. Company Safety Manual
- C. Certification of Compliance of Company's Injury Illness Prevention Program in accordance with California Code of Regulations (CCR) Title 8, Section 3203.
- D. Policy or Certification of Compliance Company's Substance Abuse Prevention Policy.
- E. The qualifications/certifications of assigned project competent person, and designated safety representative.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report)

The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections.
- H. Contractors and sub-tier contractors competent person list (submit to Authority Project Manager monthly).
- I. Contractors and sub-tier contractors qualified equipment operators list (submit to Project Manager monthly).
- J. A monthly report that includes number of workers on project, a list of sub-tier contractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and Recordable incident rate.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority upon request within 72 hours. Training may be required by the Authority or CCR Title 8 (Cal/OSHA), and required for activity on Authority's property and/or Authority controlled projects.

2.2 HAZARD COMMUNICATION (§5194)

- A. 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 MSDS for all applicable products.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

2.3 DESIGNATED SAFETY REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an on-site Safety Representative. 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 include schedule and budget impacts.
- B. The Contractor's safety representative for Authority projects are subject to Acceptance by the Authority Project Manager. All contact information of the safety representative (name, phone, fax and pager/cell phone number) shall be provided to the Authority Project Manager.
- C. QUALIFICATIONS – Safety Representative shall possess knowledge equal to CIH, CSP, CHST, OSHA 10 hour training, or similar professional standing. Rare circumstances may require an exception for these minimum qualification requirements, and shall be at the discretion of the Authority Project Manager and the Authority HSEC Department.
 - 1. Competent Person, means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
 - 2. Qualified Person, means one who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.
- D. Authority's Project Manager reserves the right to require the Contractor to provide one full-time qualified person as a safety representative whenever the Contractor

and its sub-tier contractors, suppliers, and Contractors meets or exceeds 10 workers, or warranted by scope of work.

2.4 SITE SAFETY ORIENTATION

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, sub-tier contractors, suppliers, Contractors, 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, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic routing, 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.

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, Contractors, visitors, or members of the general public that arise from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.

B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

C. A serious incident 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. In addition, property damage that causes disruption of operations, delay of work schedule, causes a serious injury, causes third party or other property damage, or requires emergency services.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

A. Frequent and regular inspections of the project jobsite shall be made by contractor safety representative, or another competent person designated by the Contractor.

Unsafe acts and/or conditions noted during inspections shall be corrected immediately.

- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible when applicable for Contractor scope.

2.7 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, suppliers, Contractors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles of the Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.8 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.9 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated sub-tier contractors, Contractors 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.

- A. RESPIRATORS (§5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

2.10 AERIAL DEVICES (§3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8 Standard, Section 3648 shall be provided to the Authority's Project Manager upon request within 72 hours.

2.11 CONFINED SPACE ENTRY (§5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8 Standard, Section 5157 shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. RECOMMENDED, a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

2.12 CRANES

A. MOBILE CRANES (§5006)

Prior to using mobile cranes the Contractor shall provide items 1, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 each day of activity.

- i. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection
- ii. A copy of each crane operator's qualification (NCCCO, or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8 Standard, Section 5006.1.
- iii. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in California. Critical lifts include lifts equal or over 10 tons, lift and transit of load, 85% or greater of rated capacity, multiple cranes for one lift, lifts over buildings, equipment or structures.
- iv. Documented daily crane inspection report.

B. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.13 DEMOLITION OPERATIONS (§1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Article 31.

2.14 EXCAVATION OPERATIONS (§1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Section 1541.

- A. A copy of the Contractor's Excavation Permit.

2.15 FALL PROTECTION (§1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.16 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (§3664)

CCR Title 8 defines backhoes as "industrial tractors", the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title, Section 3664, Operating Rules.

- A. A copy of each operator's certificate or a list, of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.17 HIGH VOLTAGE ELECTRICAL OPERATIONS (§2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manager must be notified and provide approval. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. A list of the name of the company-designated high voltage Qualified Electrical Worker(s).

2.18 POWDER-ACTUATED TOOLS (§1685)

Before using tools such as "Hilti guns" or other powder-actuated tools the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. A copy of each qualified person's valid operator card.

2.19 SCAFFOLDS (§1635.1-1677)

Scaffold Erection shall be in compliance with CCR Title 8. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Sections 1635.1-1677.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.

- B. Contractor shall arrange for a third party inspection at least quarterly by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 compliance for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.20 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

INFORMATION REQUIRED OF CONTRACTOR

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

1. Name of Contractor, Firm or Corporation: _____
2. Business Address: _____
3. Telephone: () _____
4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Business License No.: _____ Years of Experience: _____
7. Expiration Date of Business License: _____
8. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

9. List a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the recent past, similar services as described herein:

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

LIST OF SUBCONTRACTORS

List only the subcontractors, which will perform, work or labor or render services to the Quoter in excess of one-half of one percent of the Quoter's total bid amount. Do not list alternative subcontractors for the same work.

Name Under Which Subcontractor is Licensed	Complete Address	Specific Description of Subcontract	Dollar Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL			\$

Quoters Name _____



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, *(raising the contractor amount from \$25,000 to \$100,000)*, requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee. Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).