



June 21, 2022

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTES (RFQ): 2-2522
"Moving Services"**

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites qualified firms to provide relocation services. The Authority will issue an initial three (3)-year term with a budgeted amount of \$50,000.

Quotes must be received at or before 11:00 a.m. on July 5, 2022.

Quotes must be submitted on the enclosed Quotation Form, Exhibit B and must be sent to Chiyaukaa Archer, Senior Buyer by email carcher1@octa.net or facsimile (714) 560-5316 and clearly titled "RFQ 2-2522, Moving Services."

All questions or clarifications must be submitted in writing and must be received by the Authority to carcher1@octa.net no later than 5:00 p.m., June 23, 2022. On the Email subject line, please specify: "RFQ 2-2522 - Written Questions." The Authority will respond to all written questions by issuing a written addendum no later than June 25, 2022.

Quotes received after the date and time specified above will be rejected by the Authority.

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

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

Any contract or purchase order awarded as a result of this RFQ 2-2522 will be to the overall lowest responsive and responsible firm. If there are any questions, I can be reached at (714) 560-5609.

AFFILIATED AGENCIES

Orange County
Transit District

Local Transportation
Authority

Service Authority for
Freeway Emergencies

Consolidated Transportation
Service Agency

Congestion Management
Agency

Service Authority for
Abandoned
Vehicles

Enclosures:

Exhibit A Scope of Work
Exhibit B Quotation Form
Exhibit C Price Summary Sheet
Exhibit D OCTA General Provisions
Exhibit E Insurance
Exhibit F Health and Safety Level

Sincerely,

Chiyaukaa Archer
Senior Buyer
Contracts Administration and Materials Management

**SCOPE OF WORK
MOVING SERVICES**

GENERAL DESCRIPTION

Firm to provide labor, transportation, moving equipment, and materials (boxes, dollies, tape, monitor covers, computer bags, E-Crates, labels, misc.), for organized, cooperative, and efficient moves.

- Orange County Transportation Authority (OCTA) has a normal forty-eight (48) hour advance notice for small moves (such as moving equipment or miscellaneous furniture from the Operations Building in the City of Garden Grove over to the surplus area at the Garden Grove Warehouse).
- OCTA has a one (1) to two (2) week lead time for major moves (such as moving one entire department from second floor of the Operations Building in Garden Grove over to the Bus Operations Facility in Irvine). This type of move is normally designated for a weekend move in order not to interrupt day-to-day business operations.
- Occasionally a twenty-four (24) hour and/or same day service is required. This type of service is required mainly for small moves.

REQUIREMENTS

- Firm shall notify OCTA upon any change in scheduled arrival time.

LOCATION OF FACILITIES

Firm must be able to arrive at any of the locations listed below within forty-eight (48) hours of OCTA requesting services.

The primary facilities that are occupied by OCTA personnel or equipment are (but not limited to), the following cities:

1. Irvine Sand Canyon Base
14736 Sand Canyon Road
Irvine, CA 92618
2. Santa Ana Base
4301 West MacArthur Boulevard
Santa Ana, CA 92704
3. Garden Grove Base
Maintenance Building
11790 Cardinal Circle
Garden Grove, CA 92843
4. Anaheim Base
1717 East Via Burton
Anaheim, CA 92806

5. Orange County Transportation Authority
500 S Main St
Orange, CA 92868

Prior to, during and after any major move, mover should be prepared to advise OCTA of “things to do” to include:

- 1) Providing an instruction sheet on “how” and “what” to do to coordinate a successful move, or
- 2) Attend a meeting with the department that is moving to provide instructions and to answer questions on how to achieve a successful move.

OCTA’s project manager will provide access to any OCTA facility on any predetermined date and time. OCTA is to be advised when a supervisor is required for any moving job prior to commencement.

MATERIAL

The number of e-crates required for each major move shall be estimated by the using department, the Firm shall drop off boxes to any or each of OCTA’s designated facilities prior to the move, if so requested. (Boxes will be accompanied by tape and labels.) At each location, an OCTA employee shall be appointed to intercept delivery of boxes, tape and labels.

The pickup date for all reusable boxes after the completed move shall be coordinated by the project manager and the contractor.

All unused boxes should be picked up by the contractor and credited to the invoice per the unit price indicated on Exhibit C, entitled Price Summary Sheet.

Sample of items to be moved (but not limited to):

1. Tables
2. Desks
3. Equipment
4. Chairs
5. Bookcases
6. Lateral & Horizontal Files
7. Storage Cabinets
8. Shelving
9. Partitions
10. Computers
11. Monitors
12. Copiers
13. Printers
14. Appliances
15. Network racks
16. Lockers
17. Machinery

- 18. Gym equipment
- 19. Safes

QUOTATION FORM

REQUEST FOR QUOTATION NUMBER: **RFQ 2-2522**

DESCRIPTION OF WORK: Moving Services

BIDDER NAME AND ADDRESS:

NAME AND TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE:

()

BLANKET PURCHASE ORDER

Effective July 1, 2022 through June 30, 2025 for the Authority's General Services Department's requirements on an, as-needed basis, with no guaranteed usage for moving services as specified in Exhibit A entitled "Scope of Work". The Orange County Transportation Authority (Authority) does not offer or guarantee specific quantities for service work. Firm must complete Exhibit C entitled "Price Summary Sheet". Prices quoted are firm for the term of the blanket purchase order.

Are there any additional and/or incidental costs necessary in order to fully comply with the Scope of Work? Yes/No

If "Yes", please provide a complete and comprehensive listing of all such costs:

Labor Rates:

All labor rates are “fully burdened”, i.e., includes direct labor costs, indirect costs, overhead costs, general, administrative and profit.

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

Cash discount allowable ___ % ___ days; unless otherwise stated, payment terms are: Net thirty (30) days. Cash/Payment discounts will not be considered in the evaluation of bids.

Firm agrees to the terms and conditions as stated in Exhibit D, entitled “Orange County Transportation Authority – General Provisions” which are, by this reference, incorporated herein.

By signing this form, Firm acknowledges receipt of Exhibit E, entitled “Insurance”, Exhibit F entitled “Level 1 Safety Specifications”, which, by this reference, are incorporated herein.

I acknowledge receipt of RFQ 2-2522 and Addendum No. (s) _____.

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

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND QUOTE _____

SIGNATOR'S NAME AND TITLE _____

DATE SIGNED _____

IF NOT QUOTING, PLEASE LIST REASON(S) BELOW:

PRICE SUMMARY SHEET

Estimated quantities and hours are for cost analysis purposes and do not imply any guaranteed usage. Actual usage will vary.

I. LABOR

		THREE YEAR TERM 7/1/22-6/30/25		
A.	<u>Item</u>	<u>Description</u>	Estimated	
			Hours per Year	
			<u>Hourly Rate</u>	<u>Extended Price</u>
1.	One Van and One Driver	<u>50</u>	\$ _____	\$ _____
2.	Mover's Rate	<u>50</u>	\$ _____	\$ _____
3.	Supervisor's Rate	<u>50</u>	\$ _____	\$ _____
4.	Travel Charges			NO CHARGE
			<u>SUBTOTAL A.</u> \$ _____	

B. All other hours, and weekends specify Hourly Rate below.

		THREE YEAR TERM 7/1/22 -6/30/25		
			Estimated	
			Hours per Year	
			<u>Hourly Rate</u>	<u>Extended Price</u>
1.	One Van and One Driver	<u>50</u>	\$ _____	\$ _____
2.	Mover's Rate	<u>50</u>	\$ _____	\$ _____
3.	Supervisor's Rate	<u>50</u>	\$ _____	\$ _____
4.	Travel Charges			NO CHARGE
			<u>SUBTOTAL B.</u> \$ _____	

C. Holidays specify Hourly Rate below.

		THREE YEAR TERM 7/1/22 -6/30/25		
			Estimated	
			Hours per Year	
			<u>Hourly Rate</u>	<u>Extended Price</u>
1.	One Van and One Driver	<u>50</u>	\$ _____	\$ _____

**RFQ 2-2522
EXHIBIT C**

2.	Mover's Rate	<u>50</u>	\$ _____	\$ _____
3.	Supervisor's Rate	<u>50</u>	\$ _____	\$ _____
4.	Travel Charges		NO CHARGE	
<u>SUBTOTAL C.</u>				\$ _____
<u>LUMP SUM 3-YEAR TOTAL FOR A. B.C.</u>				\$ _____

II. MATERIALS

**THREE-YEAR TERM
7/1/22-6/30/25
Unit Price Credit Price
Per Box Per Box**

<u>Item</u>	<u>Description</u>	<u>Estimated Qty.</u>		
1.	1.5 Cubic foot box	<u>25</u>	\$ _____	\$ _____
2.	3.0 Cubic foot box	<u>25</u>	\$ _____	\$ _____
4.	6.0 Cubic foot box	<u>25</u>	\$ _____	\$ _____
5.	Cost to deliver boxes only		\$ _____	\$ _____
6.	Tape and Labels		NO CHARGE	
<u>SUBTOTALS</u>			\$ _____	\$ _____

LUMP SUM 3-YEAR TOTAL FOR SECTIONS I & II \$ _____

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, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
2. **CHANGES** - By written notice or order, AUTHORITY may, from time to time, order work suspension and/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 SELLER. 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 thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein 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. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, 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 SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTS** - 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 the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of 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, it 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, any claim or 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 SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that

RFQ 2-2522
EXHIBIT D

SELLER is notified in writing of the suit or claim 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 ensure 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. **TERMINATION FOR CONVENIENCE** - AUTHORITY may terminate this agreement for its convenience at any time, in whole or in part, 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. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. 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.
12. **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.
13. **TIME IS OF THE ESSENCE** - Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
14. **WARRANTY** - SELLER warrants to AUTHORITY, its successors and customers that all items

RFQ 2-2522
EXHIBIT D

furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.

15. **FORCE MAJEURE** - Either party shall be excused from performing its obligations under this agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
16. **GOVERNING LAW** - The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
17. **SEVERABILITY** - If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **NOTICES** - All notices hereunder and communications regarding the interpretation of the terms of this agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the agreement.
19. **COMPLETE AGREEMENT** - This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications.

INSURANCE

- A.** Contractor shall procure and maintain insurance coverage during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. The bidder shall provide the following insurance coverage:
1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate.;
 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a minimum combined single limit of \$1,000,000.
 3. Workers' Compensation with limits as required by the State of California, including waiver of subrogation in favor of Authority, its officers, directors, employees or agents; and
 4. Employers' Liability with minimum limits of \$1,000,000.00 per accident, \$1,000,000.00 policy limit-disease, and \$1,000,000 policy limit employee-disease.
- B.** Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the Authority, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by Authority within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the Authority. Furthermore, Authority reserves the right to request certified copies or review all related insurance policies, in response to a related loss.
- C.** Contractor shall include on the face of the certificate of insurance the Blanket Purchase Order No. C-2-2522 and, the Senior Buyer's Name, Chiyaukaa Archer
- D.** Contractor shall also include in each subcontract, the stipulation that
- E.** subcontractor shall maintain insurance coverage in the amounts required of Contractor as provided in the Agreement. Subcontractor will be required to include Authority as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.
- F.** Insurer must provide Authority with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S.
3. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
4. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
5. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION