



June 6, 2023

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTES (RFQ): 3-2615  
"Fire Extinguisher Maintenance Service"**

The Orange County Transportation Authority (Authority) invites qualified firms to provide quotes for fire extinguisher maintenance service on an as-needed basis. The budget for this effort is \$50,000 for a two (2)-year term effective July 1, 2023, through June 30, 2025.

**Please note that submitting a Quote, Firm certifies that it is not subject to any Ukraine/Russia related economic sanctions imposed by the State of California or the United States, 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 Quote, all firms agree to comply with all economic sanctions imposed by the State or U.S. Government.**

Quotes must be received at or before **11:00 a.m., June 27, 2023.**

Quotes must be sent to Susan Rosenkranz by email to [srosenkranz@octa.net](mailto:srosenkranz@octa.net) Specifying the following on the subject line: **RFQ 3-2615: Fire Extinguisher Maintenance Services**".

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

Any questions or clarifications must be in writing and must be received no later than 5:00 p.m., June 13, 2023. The Authority will respond to all written questions by issuing a written addendum June 20, 2023.

An award will be to the lowest, responsive, responsible Firm on a lump sum basis.

By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit D, entitled "Orange County Transportation Authority General Provisions", which by this reference incorporated herein.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority's interactive website. The website can be found at [www.camnet.net](http://www.camnet.net).

Firms should be aware that an award may be made without further discussion. The successful Firm will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

If you have any questions, I can be reached at (714) 560-5610.

Sincerely,

*Susan Rosenkranz*

Susan Rosenkranz  
Senior Buyer  
Contracts Administration and Materials Management

Enclosures: Exhibit A – Scope of Work  
Exhibit B - Price Summary Sheet  
Exhibit C - Quotation Form  
Exhibit D - OCTA General Provisions  
Exhibit E - Insurance Requirements  
Exhibit F – Safety Specifications

## SCOPE OF WORK FIRE EXTINGUISHER MAINTENANCE SERVICE

On an as-needed basis, no guaranteed usage, the Contractor shall provide services and repairs on Orange County Transportation Authority (Authority) fire extinguishers. At the time of service, a dry chemical, Halon or Halotron fire extinguisher shall require one (1) of three (3) types of service:

- An annual inspection
- A six (6)-year internal maintenance or a hydrostatic test
- CO<sup>2</sup> extinguishers require annual service or a five (5)-year high-pressure hydrostatic test.

### TYPES OF TESTING

**Annual inspection** requirements for the extinguishers include the following: weighing the extinguisher, checking the hose or nozzle for obstructions, inspecting the valve both under the upper handle and inside the discharge port for obstruction, replacing the low-pressure seal, and sounding the cylinder to insure the powder is free flowing and that the extinguisher is pressurized.

**Six (6)-year internal maintenance** requirements for the extinguishers are as follows:

- a) Discharge the extinguisher into a recycling system
- b) The extinguisher shall be broken down and cleaned
- c) The interior of the cylinder shall be inspected
- d) The valve stems shall be checked
- e) The collar O-ring replaced
- f) The extinguisher shall then be refilled with the proper extinguishing agent and recharged

**Hydrostatic testing** requirements for the extinguishers are as follows:

- a) Discharge into a recycling system
- b) Fill and pressurize cylinder to three (3) times the normal operating pressure, or  $\frac{3}{4}$  the original cylinder test pressure
- c) While under pressure check the cylinder for leaks and integrity
- d) The extinguisher shall be serviced in the same manner as a six (6)-year maintenance

### GENERAL SERVICE & LOCATIONS

In order to properly maintain Authority's building and vehicle fire extinguishers the Contractor shall provide recharging service at the Maintenance and Operations facilities as required at the following locations:

1717 East Via Burton, Anaheim, CA 92806  
11790 Cardinal Circle, Garden Grove, CA 92843  
14736 Sand Canyon Avenue, Irvine, CA 92618  
4301 West MacArthur Boulevard, Santa Ana, CA 92704  
16281 Construction Circle West, Irvine, CA 92606

**Annual Inspection Schedule:**

Walkthrough and service once a year at all listed maintenance bases. Annual inspection shall be scheduled in January for all extinguishers. Annual inspection shall include annual, six (6)-year, and hydrostatic testing of all base extinguishers as required by law. Inspection service includes all standard preventative maintenance parts (O-rings, etc.) weighing, inspection and continuity test, hoses, etc. Contractor shall coordinate inspection with Authority's Section Manager of Facilities Maintenance or Storeroom Supervisor. Unit shall be serviced/and or repaired as per the contract. If the extinguisher cannot be repaired, the unit will be scrapped.

**Item Service as Required:**

- 1) Halotron – All sizes
  - a) Annual inspection
  - b) Six (6)-year maintenance
  - c) Twelve (12)-year hydro test
  - d) Halotron refill as needed
- 2) CO<sup>2</sup> Extinguishers – All sizes
  - a) Annual inspection
  - b) Five (5)-year hydro test
  - c) CO<sup>2</sup> refill as needed
- 3) Dry Chemical – All sizes
  - a) Annual inspection
  - b) Six (6)-year maintenance
  - c) Five (5) or twelve (12)-year hydro-testing
- 4) Wheeled Engines – 50 lbs.
  - a) Annual inspection
  - b) Six (6)-year maintenance
  - c) Twelve (12)-year hydro testing

**INFORMATION SHEET**

Approximate inventory of fire extinguishers:

	<u>Quantity</u>
2½ lb. Extinguisher	250
5 lb. Extinguisher	660
6 lb. Extinguisher	8
10 lb. Extinguisher	350
20 lb. Extinguisher	60
15 lb. CO <sup>2</sup> Extinguisher	2
5 lb. Halotron Extinguisher	8
50 lb. Wheeled Engines	7

Recharge Service Schedule

Anaheim, Garden Grove, and Santa Ana Maintenance and Operations Facilities require service weekly or as needed.

Annual Inspection Schedule

Anaheim, Garden Grove, Santa Ana, Irvine – Construction Circle and Irvine/Sand Canyon require annual service in January.

Service must include, at no charge, leak repairs and loaners for off-site testing.

Licenses/Certifications

Contractor must maintain at a minimum a Type B and Type D License issued by the State of California Fire Marshal.

Failure to include the required licenses/certifications may deem the bidder non-responsive.

Parts

The following list of Parts is provided for informational purposes only and based on historical usage.

O-Rings: All Types
Valve stems: All Types
Gauges
Nozzles - Dry Chemical or Halotron
Hoses - Dry Chemical or Halotron
Hoses - CO2
Hose - Wheeled engines
Hose Bands: All types
Handles - Lower
Handles - Upper
Halotron - Per pound
CO2 - Per pound
BC Powder - Per pound
ABC Powder - Per pound
D Powder – Per pound

## PRICE SUMMARY SHEET FIRE EXTINGUISHER MAINTENANCE SERVICE

Enter below the firm-fixed rates. Firm-fixed rates include all direct and indirect costs of providing the services, fuel costs, travel time, trip charge, overhead, freight, applicable sales tax and profits. Prices quoted shall remain firm for the two-year term of the Blanket Purchase Order. Estimated weekly, five (5)-year, six (6)-year and annual services are for evaluation purposes only and do not guarantee any minimum or maximum.

**\*\*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 providing all replacement parts. Payments are contingent upon vendor providing proof of cost.**

### RECHARGE SERVICE SCHEDULE:

Anaheim, Garden Grove and Irvine Maintenance and Operations Facilities; Once per week.

### ANNUAL INSPECTION SCHEDULE:

Walkthrough and service once a year. Annual inspection in January for all extinguishers.

**Bidders must bid both years or will be deemed non-responsive.**

**YEAR ONE: JULY 1, 2023, THROUGH JUNE 30, 2024**

<b>Service</b>	<b>Term of 07/01/23 thru 6/30/24</b>
<b>Service Description</b>	<b>Price Per Extinguisher</b>
Halotron annual inspection/services	\$
Halotron Six (6)-year maintenance	\$
Halotron Hydrostatic Testing	\$
CO <sup>2</sup> annual inspection/services	\$
CO <sup>2</sup> Hydrostatic Testing	\$
Dry Chemical annual inspection/services	\$
Dry Chemical Six (6)-year maintenance	\$
Dry Chemical Five (5)-year or twelve (12)-year Hydrostatic Testing	\$
30 lbs. Class D wheeled extinguisher inspection/service (see sample as Attachment A)	\$
30 lbs. Class D wheeled extinguisher Six (6)-year maintenance (see sample as attachment A)	\$
30 lbs. Class D wheeled extinguisher Hydrostatic Testing (See sample as attachment A)	\$

**Bidders must bid both years or will be deemed non-responsive.**

**YEAR TWO: JULY 1, 2024, THROUGH JUNE 30, 2025**

**Service**

**Term of 07/01/24 thru 6/30/25**

<b>Service Description</b>	<b>Price Per Extinguisher</b>
Halotron annual inspection/services	\$
Halotron Six (6)-year maintenance	\$
Halotron Hydrostatic Testing	\$
CO <sup>2</sup> annual inspection/services	\$
CO <sup>2</sup> Hydrostatic Testing	\$
Dry Chemical annual inspection/services	\$
Dry Chemical Six (6)-year maintenance	\$
Dry Chemical Five (5)-year or twelve (12)-year Hydrostatic Testing	\$
30 lbs. Class D wheeled extinguisher inspection/service (see sample as attachment A)	\$
30 lbs. Class D wheeled extinguisher Six (6)-year maintenance (see sample as Attachment A)	\$
30 lbs. Class D wheeled extinguisher Hydrostatic Testing (See sample as attachment A)	\$

**QUOTATION FORM**  
**REQUEST FOR QUOTATIONS (RFQ) 3-2615**

REQUEST FOR QUOTATION NO: 3-2615

DESCRIPTION OF SERVICES: FIRE EXTINGUISHER  
MAINTENANCE SERVICE

QUOTES ARE DUE AT: **11:00 a.m., June 27, 2023**

QUOTES SHALL BE EMAILED TO: **srosenkranz@octa.net**

FIRM'S NAME AND ADDRESS

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NAME OF AND TELEPHONE NO. OF

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AUTHORIZED REPRESENTATIVE:

(\_\_\_\_) \_\_\_\_\_

FACSIMILE NO:

(\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS:

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**BLANKET PURCHASE ORDER**

Effective for a two (2)-year term from July 1, 2023, through June 30, 2025, on an as-needed basis, with no guaranteed usage to provide fire extinguisher maintenance services as specified in Exhibit A, entitled "Scope of Work" and Exhibit B, entitled "Price Summary Sheet". Prices quoted are firm for the life of the blanket purchase order. Firm must complete Exhibit C, entitled "Quotation Form" and Exhibit B, "Price Summary Sheet", in order to be considered responsive. Payment terms are Net 30 days.

For evaluation purposes, the Authority is using the lowest average cost in the cost price analysis. Prices quoted shall remain firm for the entire term of the Blanket Purchase Order.

The Authority shall award to the lowest responsive, responsible firm.



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

Deliveries shall be made to the following address:

See Scope of Work for list of Locations

Firm acknowledges receipt of and agrees to the terms and conditions as stated in all Exhibits which are by this reference incorporated herein.

- 1. I acknowledge receipt of RFQ 3-2615 and Addenda No(s). \_\_\_\_\_
- 2. This offer shall remain firm for \_\_\_\_\_ days from the date of quote.  
(Minimum 120)

COMPANY NAME	_____
ADDRESS	_____
TELEPHONE	_____
SIGNATURE OF PERSON AUTHORIZED TO BIND QUOTE	_____
SIGNATOR'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, 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 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 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 REQUIREMENTS**

Contractor shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. Contractor shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

3. Worker's Compensation with limits as required by the State of California, including 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 employee-disease, and \$1,000,000 policy limit employee-disease..

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.

Contractor shall include on the face of the Certificate of Insurance the Purchase Order Number C32615; and, the Senior Buyer's Name, Susan Rosenkranz.

Contractor shall also include in each subcontract, the stipulation that subcontractors shall maintain insurance coverage in the amounts required of Contractor as provided in the blanket purchase order.

Insurer must provide Authority with at least thirty (30) day's prior notice of cancellation or material modification of coverage, and ten (10) day's prior notice for non-payment of premium.

## **LEVEL 2 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

### **PART I – GENERAL**

#### **1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

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

#### **C. INJURY AND ILLNESS PREVENTION PROGRAM**

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

#### **D. SUBSTANCE ABUSE PREVENTION PROGRAM**

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

#### **E. HAZARD COMMUNICATION PROGRAM**

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

**F. STORM WATER POLLUTION PREVENTION PLAN**

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

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

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

**H. SCOPE PLANNING**

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or

similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**I. ORIENTATION**

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

**J. TRAFFIC & PARKING**

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

**K. GENERAL PROVISIONS**

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

5. The Contractor shall instruct all its employees, and all associated 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