SECTION IX: LIST OF DRAWINGS - EXHIBIT C

### **LIST OF DRAWINGS**

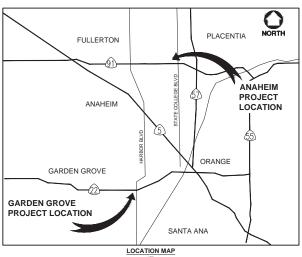
By this reference, the following drawings are incorporated in this Invitation For Bids.

Sheet Identification	Sheet Title	Number of Sheets
GC-101	Garden Grove Cover Sheet	1
CG-102	General Notes	1
CG-103	Abbreviations	1
CG-104	Overall Site Plan	1
CG-105	Civil Demolition Plan	1
CG-106	Equipment Demolition Plan - 1	1
CG-107	Equipment Demolition Plan – 2	1
CG-108	Equipment Demolition Plan – 3	1
CG-109	Electrical Demolition Plan – 1	1
CG-110	Electrical Demolition Partial Single	Line 1
CG-111	Electrical Demolition Partial Single	Line Diagram 1
CG-112	Electrical & Equipment Demolition -	-1 1
CG-113	Electrical & Equipment Demolition -	- 2 1
CG-114	Sequence of Activities	1
CG-115	Civil Improvements	1
CG-116	Civil Improvements Striping Plans	1
CG-117	Construction Details – 1	1
CG-118	Construction Details – 2	1
GA-101	Anaheim Cover Sheet	1
CA-102	General Notes	1
CA-103	Abbreviations	1
CA-104	Overall Site Plan	1
CA-105	Civil Demolition Plan	1
CA-106	Equipment Demolition Plan – 1	1
CA-107	Equipment Demolition Plan – 2	1
CA-108	Equipment Demolition Plan – 3	1
CA-109	Electrical Demolition Plan – 1	1
CA-110	Electrical Demolition Partial Single	Line 1
CA-111	Electrical Demolition Partial Single	Line Diagram 1
CA-112	Electrical & Equipment Demolition -	
CA-113	Electrical & Equipment Demolition -	- 2 1
CA-114	Sequence of Activities	1
CA-115	Civil Improvements	1
CA-116	Civil Improvements - Striping Plans	1
CA-117	Construction Details – 1	1
CA-118	Construction Details – 2	1

### **ORANGE COUNTY TRANSPORTATION AUTHORITY**

LIQUEFIED NATURAL GAS UNDERGROUND STORAGE TANKS REMOVAL AT GARDEN GROVE BUS BASE & ANAHEIM BUS BASE

IFB-7-1756



- 1. PHASE 1 GARDEN GROVE BUS BASE DRAWINGS
- 2. PHASE 2 ANAHEIM BUS BASE DRAWINGS

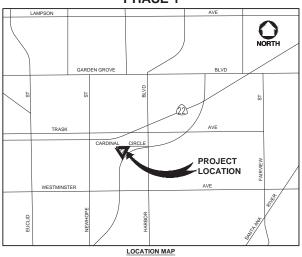




## **ORANGE COUNTY TRANSPORTATION AUTHORITY**

# LIQUEFIED NATURAL GAS UNDERGROUND STORAGE TANKS REMOVAL AT GARDEN GROVE BUS BASE

### 11790 CARDINAL CIRCLE GARDEN GROVE, CA 92843 IFB-7-1756 PHASE 1



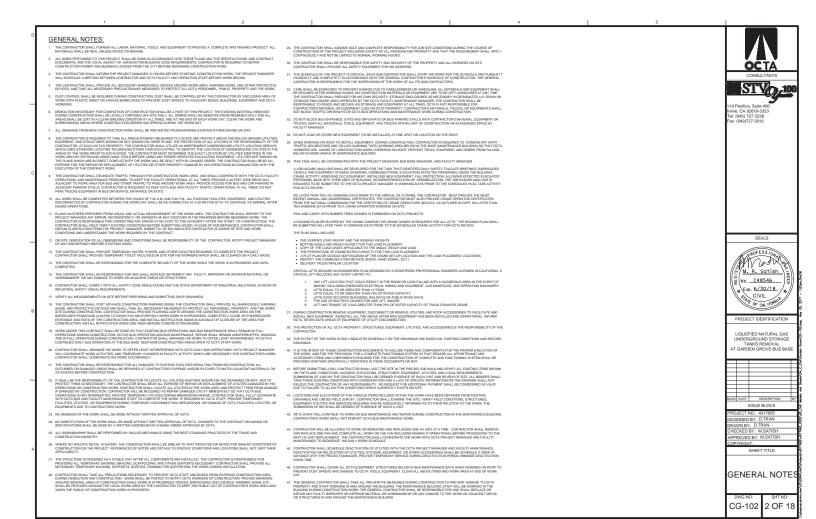
	SHEET INDEX					
SHEET NO.	DRAWING NO.	SHEET TITLE				
1	CG-101	GARDEN GROVE COVER SHEET				
2	CG-102	GENERAL NOTES				
3	CG-103	ABBREVIATIONS				
4	CG-104	OVERALL SITE PLAN				
5	CG-105	CIVIL DEMOLITION PLAN				
6	CG-106	EQUIPMENT DEMOLITION PLAN - 1				
7	CG-107	EQUIPMENT DEMOLITION PLAN - 2				
8	CG-108	EQUIPMENT DEMOLITION PLAN - 3				
9	CG-109	ELECTRICAL DEMOLITION PLAN - 1				
10	CG-110	ELECTRICAL DEMOLITION PARTIAL SINGLE LINE				
11	CG-111	ELECTRICAL PARTIAL SINGLE LINE				
12	CG-112	ELECTRICAL & EQUIPMENT DEMOLITION - 1				
13	CG-113	ELECTRICAL & EQUIPMENT DEMOLITION - 2				
14	CG-114	SEQUENCE OF ACTIVITIES				
15	CG-115	CIVIL IMPROVEMENTS				
16	CG-116	CIVIL IMPROVEMENTS - STRIPING PLAN				
17	CG-117	CONSTRUCTION DETAILS - 1				
18	CG-118	CONSTRUCTION DETAILS - 2				



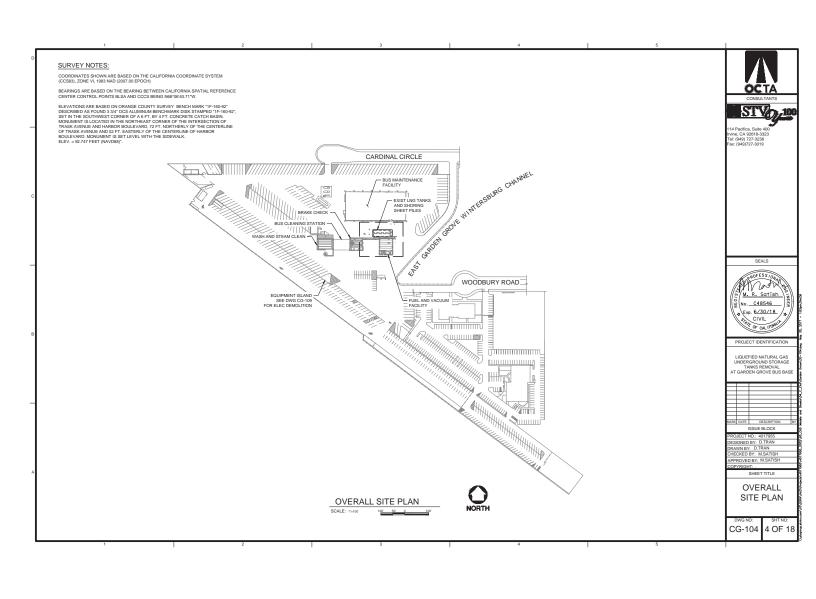
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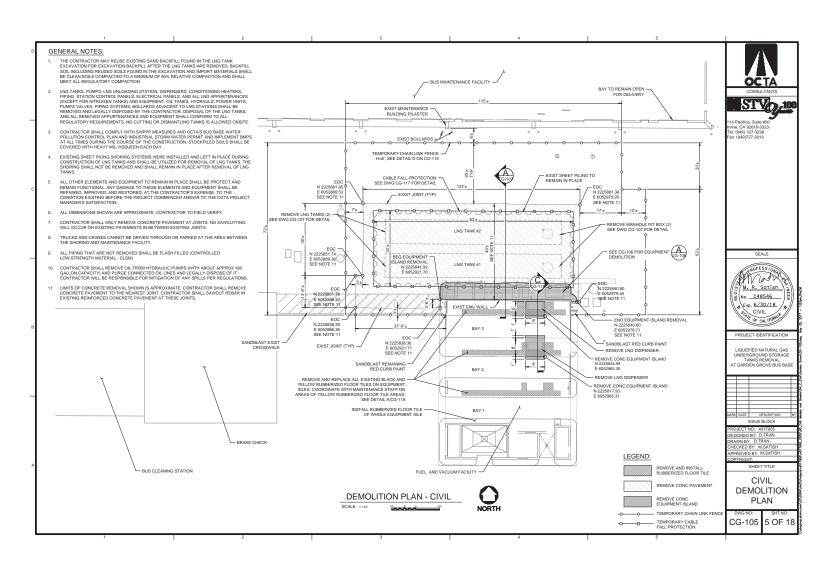
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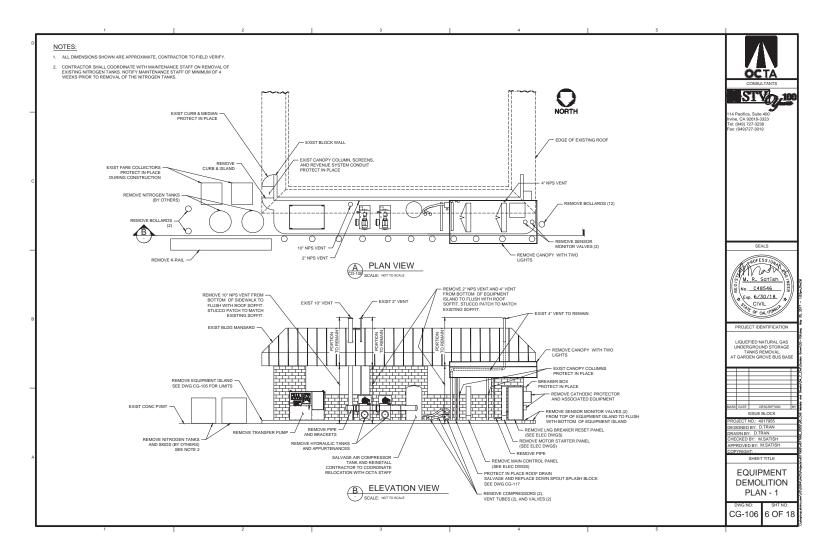
CG-101 1 OF 18

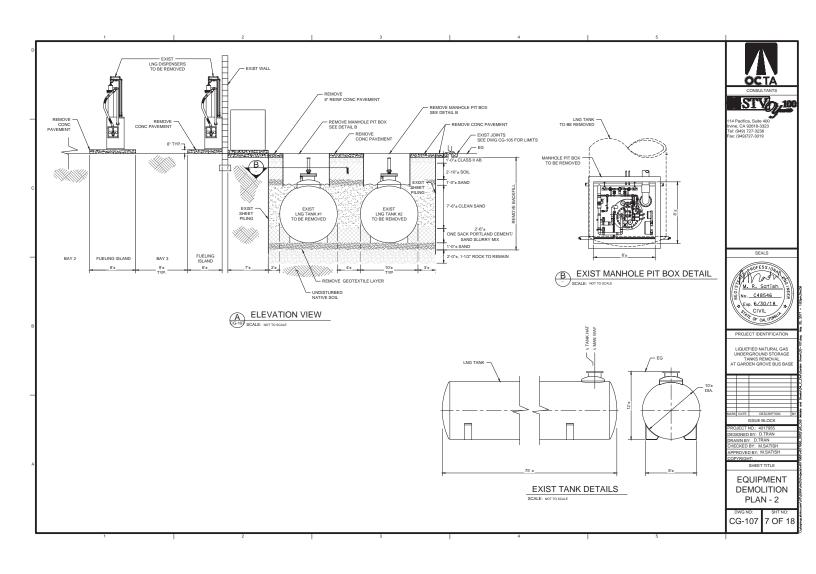


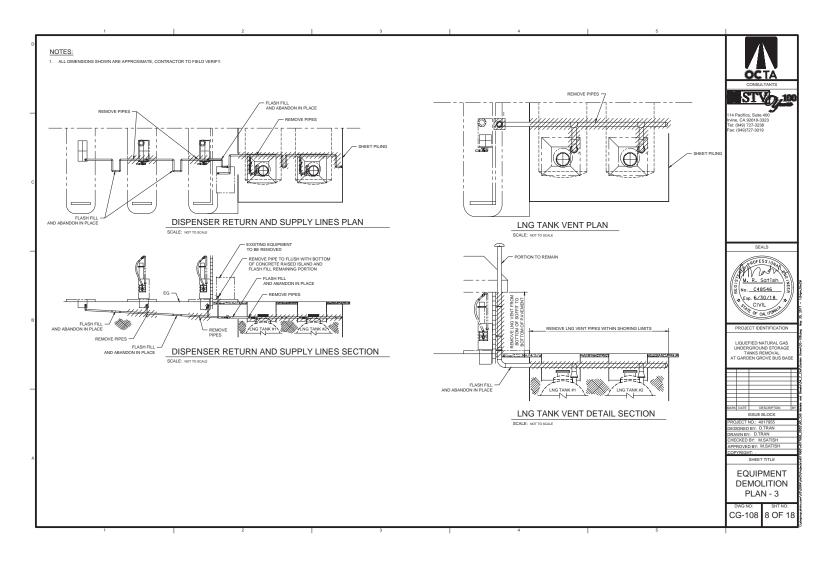
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				MATERIALS AUTOMATIC TRANSFER	NO.	NUMBER			Irvine, CA 92618-
			ATS	SWITCH	NTS	NOT TO SCALE			Tel: (949) 727-32 Fax: (949)727-30
			AVE	AVENUE	O.A.L.	OVERALL LENGTH			1
			BC	BOTTOM OF CURB	O.C.	ON CENTER			1
			BEG	BEGINNING	OCFCD	ORANGE COUNTY FLOOD			1
			BLDG	BUILDING	UCFCD	CONTROL DISTRICT			1
			BLVD	BOULEVARD	OCHCA	ORANGE COUNTY HEALTH			1
			CCS83	CALIFORNIA COORDINATE SYSTEM		CARE AGENCY			1
				OF 1983	оста	ORANGE COUNTY TRANSPORTATION			1
			C & G	CURB AND GUTTER STATE OF CALIFORNIA	-	AUTHORITY			
			CALTRANS	DEPARTMENT OF	OSHA	OCCUPATIONAL SAFETY AND HAZARD			
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			CIP	CAST IN PLACE	PVMT	PAVEMENT			
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			F	EASTING	R/W	RIGHT OF WAY			PROJECT ID
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			EG	EXISTING GRADE		SOUTHERN CALIFORNIA AIR			LIQUEFIED N
			EA.	EACH	SCAQMD	QUALITY MANAGEMENT DISTRICT			UNDERGROU TANKS
			ELEC	ELECTRICAL		SOUTHERN CALIFORNIA			AT GARDEN G
			ELEV	ELEVATION	SCE	EDISON			
			EOC	EDGE OF CONCRETE	SPA	SPACING			
			EQUIP	EQUIPMENT	_	STANDARD PLANS FOR			
			EQUIP	EXPANSION	SPPWC	PUBLIC WORKS CONSTRUCTION			
			EXPAN	EXPANSION	SSPWC	STANDARD SPECIFICATIONS FOR			
			F.O.	EXTERIOR FACE OF		PUBLIC WORKS CONSTRUCTION			MARK DATE I
				1	ST	STREET			PROJECT NO.: 4
			FS	FINISH SURFACE	STD	STANDARD			DESIGNED BY:
			FTG	FOOTING	STRUCT	STRUCTURAL			DRAWN BY: D.T CHECKED BY: N
			GPS	GLOBAL POSITIONING SYSTEM	SW	SIDEWALK			APPROVED BY:
			IFB	INVITATION FOR BID	SWPPP	STORM WATER POLLUTION PREVENTION PLAN			COPYRIGHT: -
			INT	INTERIOR	SYMM	SYMMETRICAL			SHEE
			L/S	LANDSCAPE	TC	TOP OF CURB			
			LNG	LIQUEFIED NATURAL	TYP	TYPICAL			ABBREV
				GAS	w	WEST			KDDIKE
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			LLV	LONG LEG VERTICAL	WWM	WELDED WIRE MESH			DWG NO:
					(XX.XX)	MATCH EXISTING ELEVATION			CG-103
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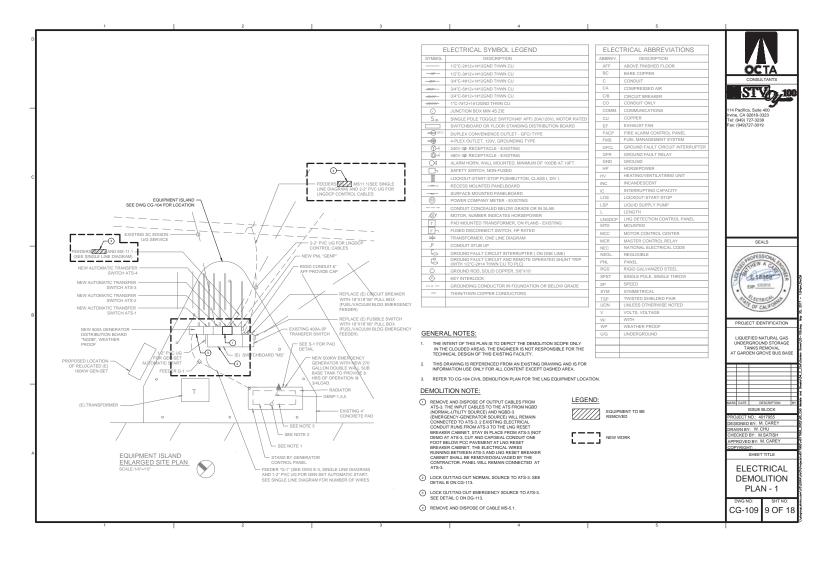


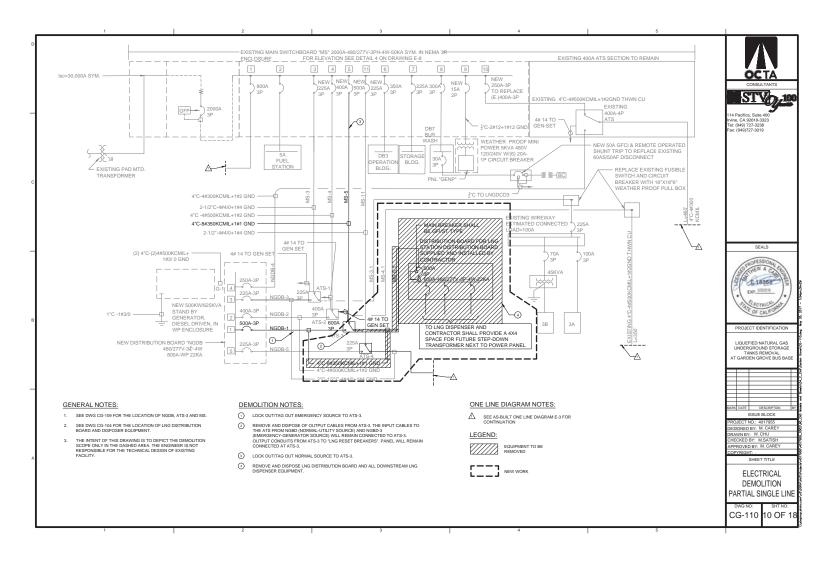


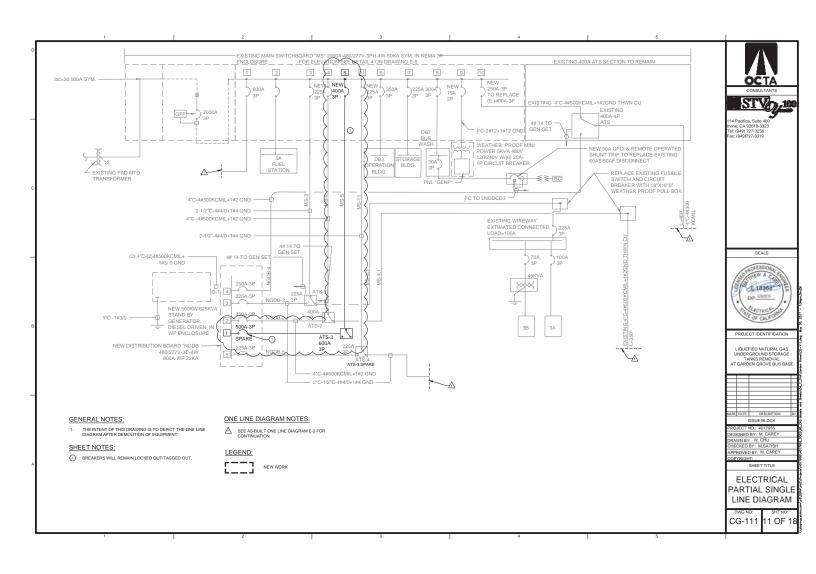




















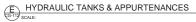












#### ELECTRICAL SCOPE OF WORK:

NOTE: THE FOLLOWING ARE THE MAJOR ITEMS OF DEMOLITION WORK (NOT LIMITED TO)

1. DEMOLITION SCOPE OF WORK

ROTE: THE COLLOWING ARE THE MAJOR ITEMS OF DEMOLITION WORK (NOT MARTIED TO)

1. DEMOLITION SCOPE OF WORK

1. THE REST SERVATES PARKET FAILING SLAND

1.1. REMOVE AND DESPOS OF "LING SIEST BEFAURES PARKET

1.2. REMOVE AND DESPOS OF "LING SIEST BEFAURES PARKET

1.3. REMOVE AND DESPOS OF "LING SIEST BEFAURES PARKET

1.4. ABANDONI UNDERSECROUND CORDUITS SEGRMEND COROUTT TO/FROM "LING SIEST BEFAURES PARKET

1.5. REMOVE AND DESPOS OF "ALL SHANDS TO/FROM "LING SIEST BEFAURES PARKET

1.6. LING SIEST SIEST BEFAURES PARKET

1.6. LING SIEST 1.1. IRMOVE AND DISPUSS OF COUPTU LINEAGE THAN WAS A CONDUST.

1.1. THE INPUT CAREES TO THE AST SHOWN NOBEN (MOMBAL CHILD).

1.1. THE INPUT CAREES TO THE AST SHOWN NOBEN (MOMBAL CHILD).

1.1. OWNER OF THE AST SHOWN NOBEN (MOMBAL CHILD).

1.1. AND OWNER CHILD TO AST SHOWN AST SHOWN AS A CONTENT OF THE AST SHOWN AST

#### NOTES:

REMOVE INTERFERING CONDUIT RUNS AS REQUIRED TO REMOVE LNG TANKS AND RELATED EQUIPMENT.





LIQUEFIED NATURAL GAS UNDERGROUND STORAGE TANKS REMOVAL AT GARDEN GROVE BUS BASE

JECT NO.: 4017955 IGNED BY: M. CAREY WN BY: D.TRAN CKED BY: M.SATISH ROVED BY: M. CAREY

ELECTRICAL & EQUIPMENT DEMOLITION-1

CG-112 12 OF 18







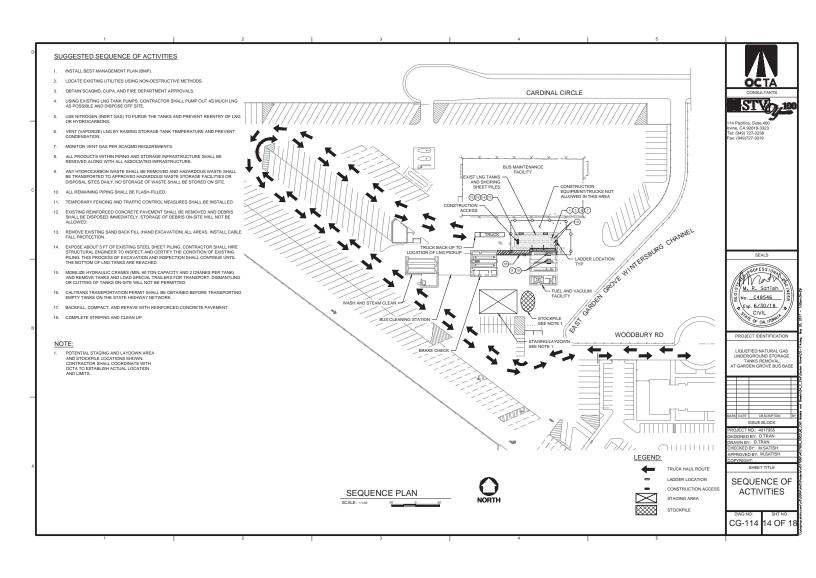


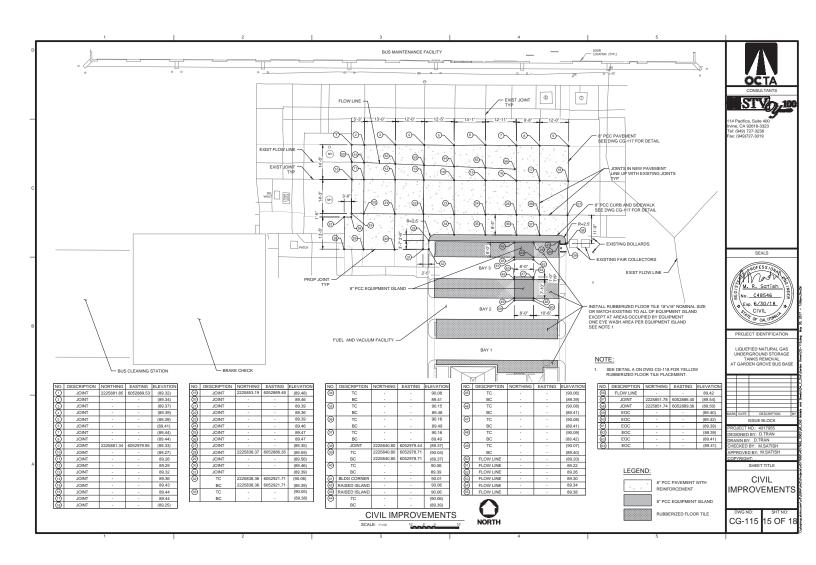


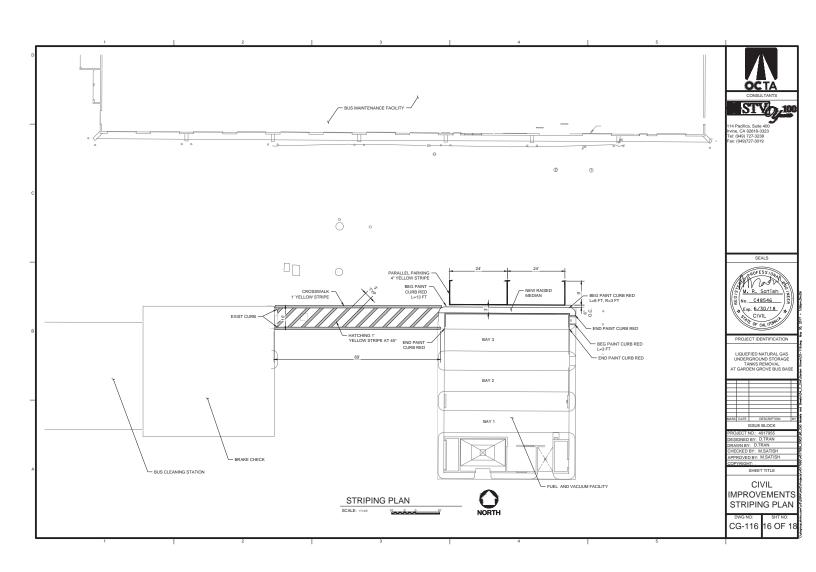


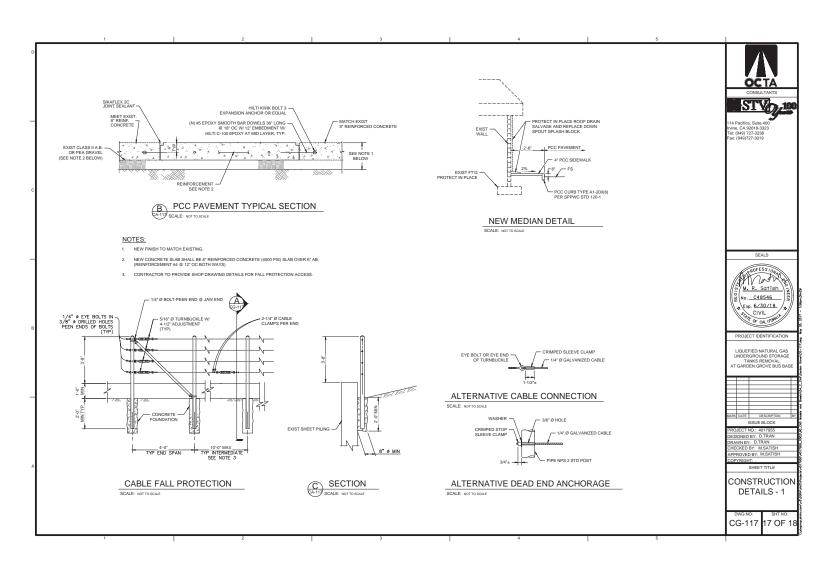
ELECTRICAL & EQUIPMENT DEMOLITION-2

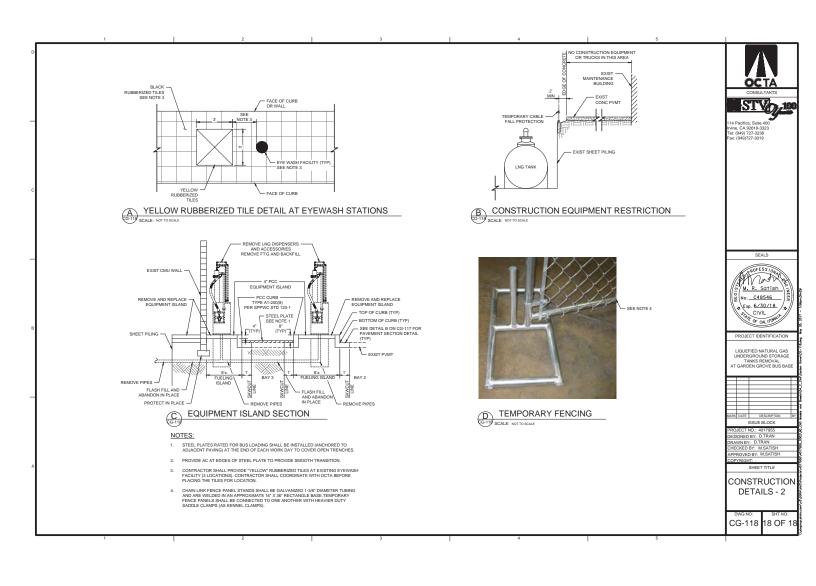
CG-113 13 OF 18







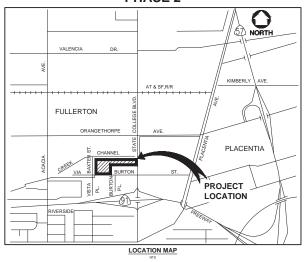




## **ORANGE COUNTY TRANSPORTATION AUTHORITY**

# LIQUEFIED NATURAL GAS UNDERGROUND STORAGE TANKS REMOVAL AT ANAHEIM BUS BASE

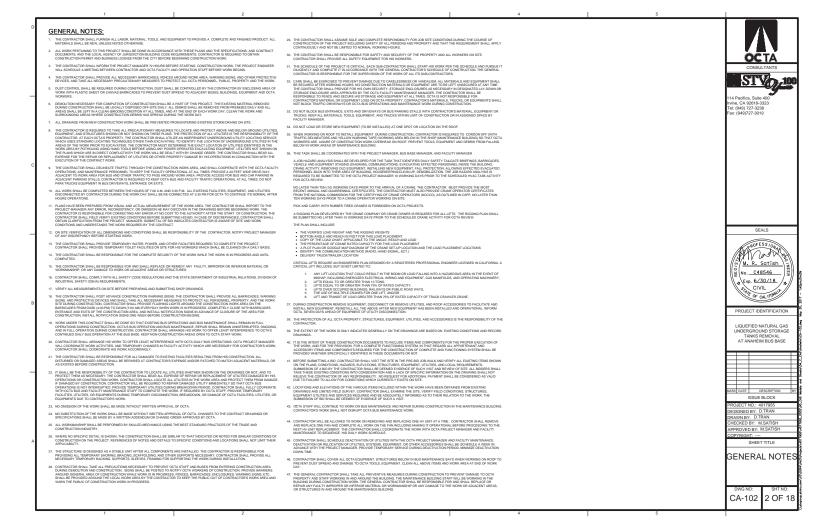
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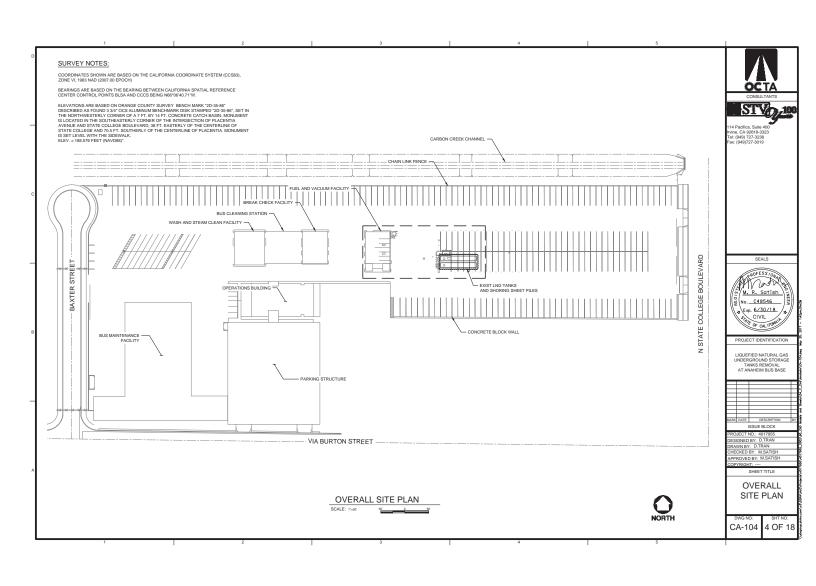
SHEET INDEX							
SHEET NO.	DRAWING NO.	SHEET TITLE					
1	CA-101	ANAHEIM COVER SHEET					
2	CA-102	GENERAL NOTES					
3	CA-103	ABBREVIATIONS					
4	CA-104	OVERALL SITE PLAN					
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6	CA-106	EQUIPMENT DEMOLITION PLAN - 1					
7	CA-107	EQUIPMENT DEMOLITION PLAN - 2					
8	CA-108	EQUIPMENT DEMOLITION PLAN - 3					
9	CA-109	ELECTRICAL DEMOLITION PLAN - 1					
10	CA-110	ELECTRICAL DEMOLITION SINGLE LINE					
11	CA-111	ELECTRICAL SINGLE LINE WIRE DIAGRAM					
12	CA-112	ELECTRICAL & EQUIPMENT DEMOLITION - 1					
13	CA-113	ELECTRICAL & EQUIPMENT DEMOLITION - 2					
14	CA-114	SEQUENCE OF ACTIVITIES					
15	CA-115	CIVIL IMPROVEMENTS					
16	CA-116	CIVIL IMPROVEMENTS - STRIPING PLAN					
17	CA-117	CONSTRUCTION DETAILS - 1					
18	CA-118	CONSTRUCTION DETAILS - 2					

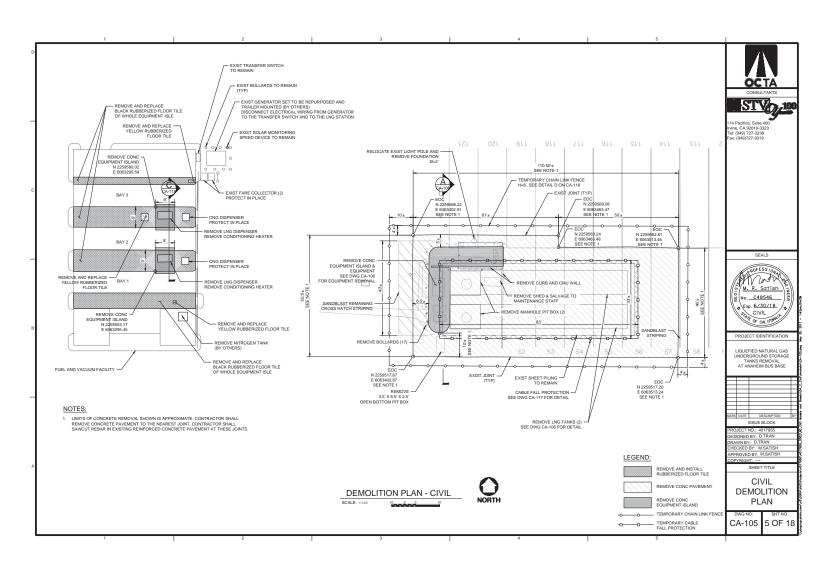


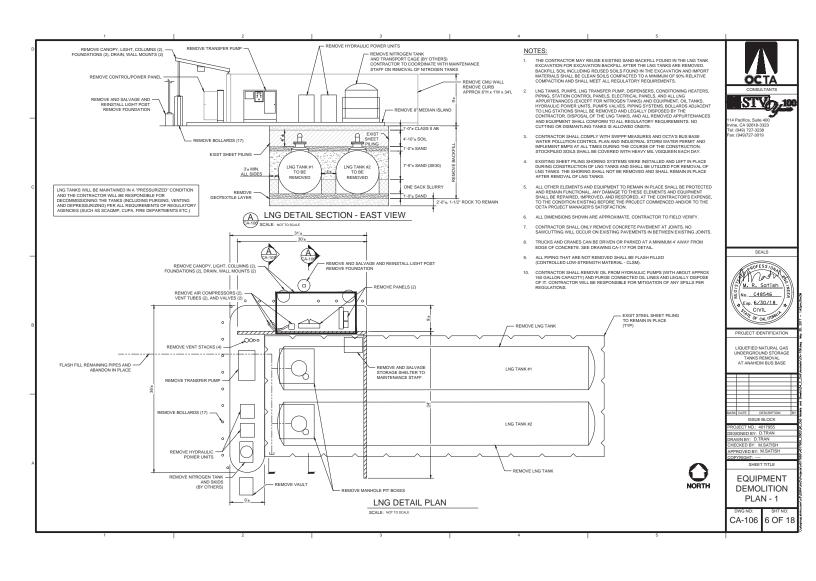


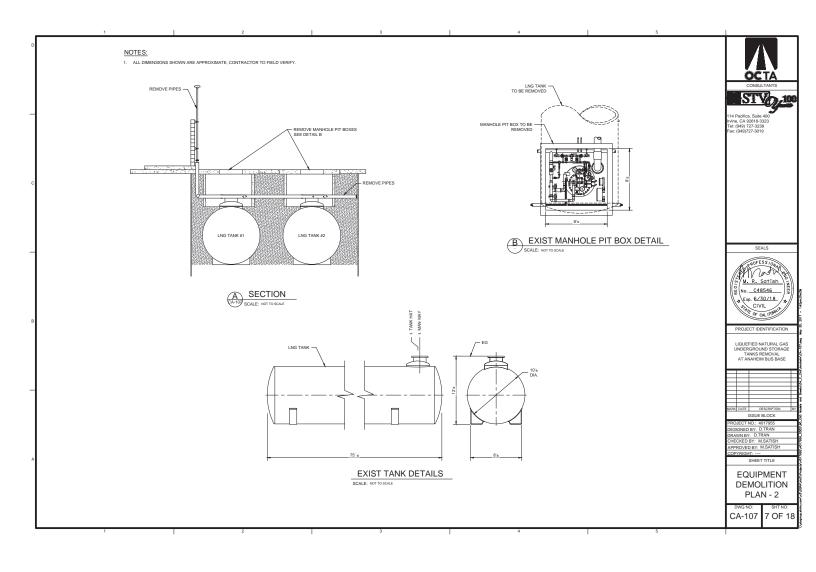


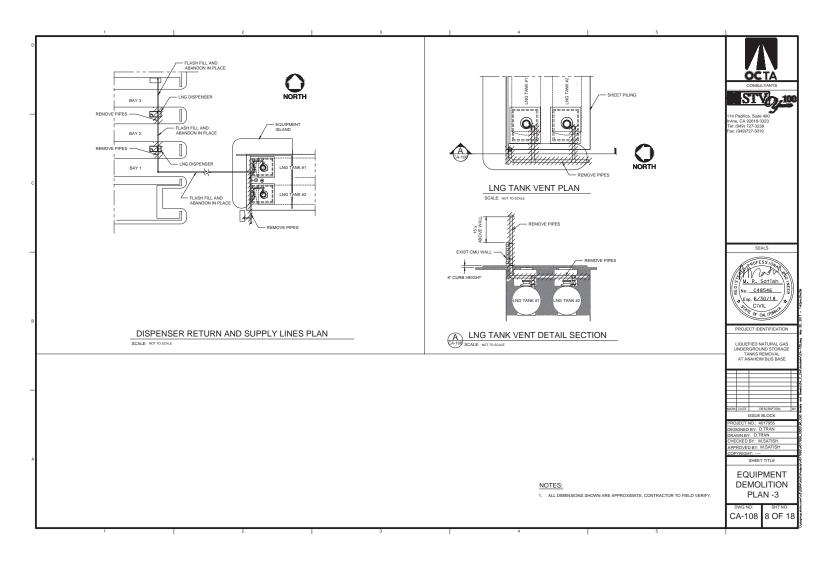
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		APN	ASSESSOR PARCEL	NAD	NORTH AMERICAN DATUM			DI A
			NUMBER AMERICAN SOCIETY FOR					114 Pacifica. Suite 400
		ASTM	TESTING AND MATERIALS	NO.	NUMBER			Irvine, CA 92618-3323 Tel: (949) 727-3238
		ATS	AUTOMATIC TRANSFER	NTS	NOT TO SCALE			Fax: (949) 727-3236
		AVE	SWITCH AVENUE	OAL	OVERALL LENGTH			
		вс	BOTTOM OF CURB	O/C OR O.C.	ON CENTER			
		BEG	BEGINNING	OCFCD	ORANGE COUNTY FLOOD CONTROL DISTRICT			
		CCS83	CALIFORNIA COORDINATE SYSTEM OF 1983	OCHCA	ORANGE COUNTY HEALTH CARE AGENCY			
		C & G	CURB AND GUTTER		ORANGE COUNTY			ı
		CALTRANS	STATE OF CALIFORNIA DEPARTMENT OF	ОСТА	TRANSPORTATION AUTHORITY			
		CIP	TRANSPORTATION  CAST IN PLACE	PCC	PORTLAND CONCRETE CEMENT			
		CONC	CONCRETE	PED	PEDESTRIAN			I
		CONT	CONTINUOUS	PIP	PROTECT IN PLACE			I
		CLR	CLEAR	PROJ	PROJECTING			
		CL	CENTERLINE	PROP	PROPOSED			SEALS
		CMU	CONCRETE MASONRY	PSI	POUNDS PER SQUARE INCH			ROFESS
		CMU	UNIT	REINF.	REINFORCING			
		CNG	COMPRESSED NATURAL GAS	RFI	REQUEST FOR INFORMATION			M. R. Sa
		CUPA	CERTIFIED UNIFIED PROGRAM AGENCIES	REQ'D	REQUIRED RIGHT OF WAY			( NoC4854
		DIA	DIAMETER	s	SOUTH			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
		DWG	DRAWING		SOUTHERN CALIFORNIA AIR			N. CIVIL
		DWY	DRIVEWAY	SCAQMD	QUALITY MANAGEMENT			OF CAL
		F	EASTING		DISTRICT			PROJECT IDENT
		EA.	EACH	SCE	SOUTHERN CALIFORNIA EDISON			TROSECT IDENT
		EG	EXISTING GRADE	SPA	SPACING			LIQUEFIED NATI
		ELEC	ELECTRICAL	-				UNDERGROUND TANKS REM
		ELEV	ELEVATION	SPPWC	STANDARD PLANS FOR PUBLIC WORKS			AT ANAHEIM B
		EOC	EDGE OF CONCRETE		CONSTRUCTION			
		EQUIP	EQUIPMENT	SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS			
		EXPAN	EXPANSION		CONSTRUCTION			
		EXIST	EXISTING	STD	STANDARD			
		EXT	EXTERIOR	STRUCT	STRUCTURAL			MARK DATE DESC
		F.O.	FACE OF	SWPPP	STORM WATER POLLUTION PREVENTION PLAN			ISSUE BLO
		FS	FINISH SURFACE	SW	SIDEWALK			PROJECT NO.: 4017 DESIGNED BY: D.TR
		FTG	FOOTING	SYMM	SYMMETRICAL			DRAWN BY: D.TRAN
		GPS	GLOBAL POSITIONING	TC	TOP OF CURB			CHECKED BY: M.SA APPROVED BY: M.S.
		GPS IFB	SYSTEM INVITATION FOR BID	TYP	TYPICAL			COPYRIGHT:
				w	WEST			SHEET TIT
		INT	INTERIOR	W/	WITH			ABBREVIA
		L/S	LIQUEFIED NATURAL	WWM	WELDED WIRE MESH			ADBREVIA
		LNG	GAS NATURAL	(XX.XX)	MATCH EXISTING ELEVATION			
		LONG.	LONGITUDINAL	· ·	-			1
		LLV	LONG LEG VERTICAL					DWG NO:
				_				CA-103 3
							_	

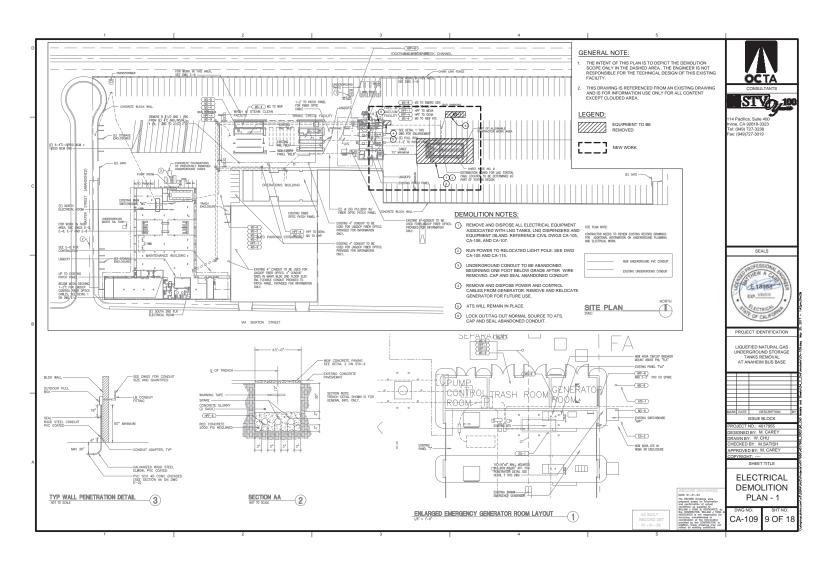


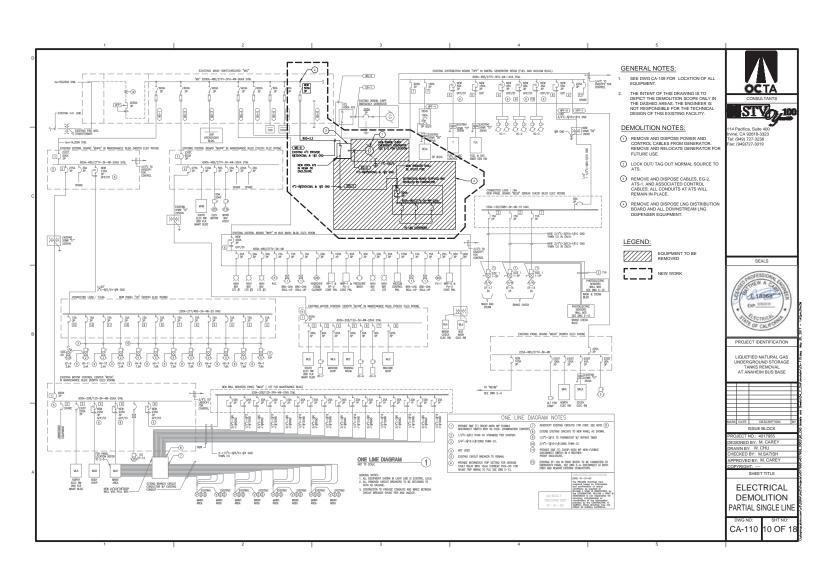


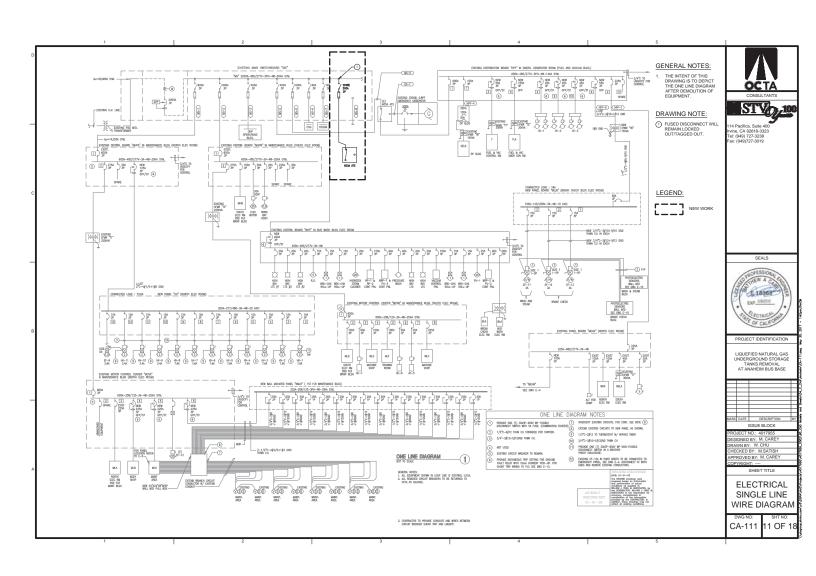


















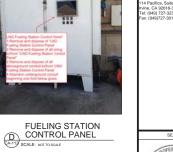
B MOTOR STARTING PANEL



CONDUITS

CA-117 SCALE: NOT TO SCALE













CONDUITS

CA-112 SCALE: NOTTO SCALE



MOTOR STARTER PANEL

A-113 SCALE: NOTTO SCALE



EQUIPMENT
CA-113 SCALE: NOTTO SCALE



ELECTRICAL & EQUIPMENT DEMOLITION-1

CA-112 12 OF 18





















E ATS

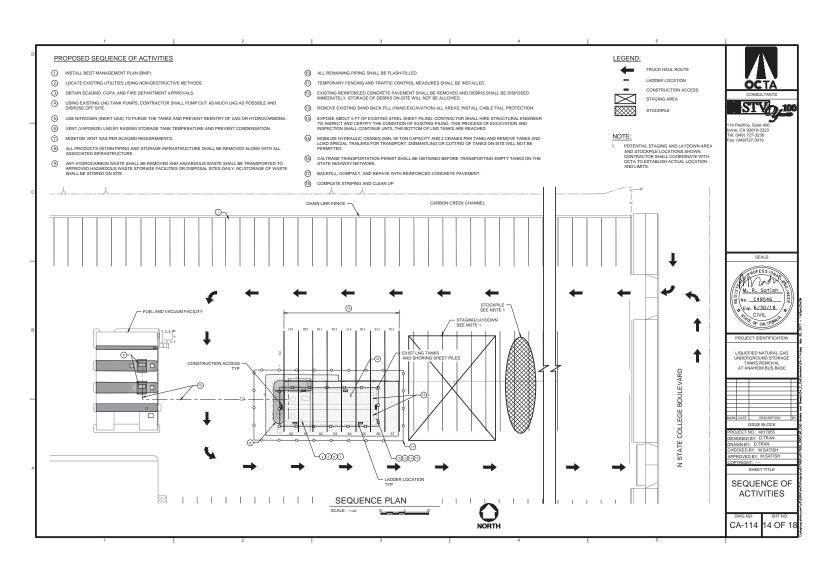
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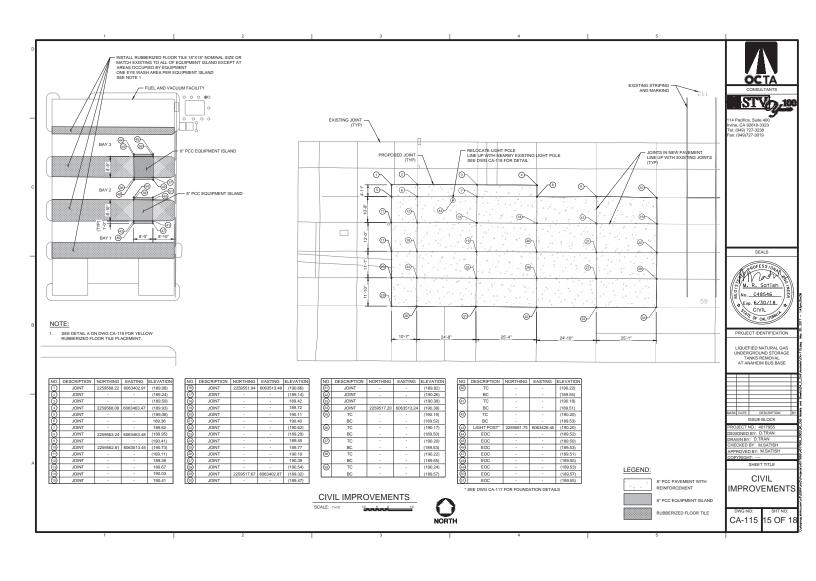


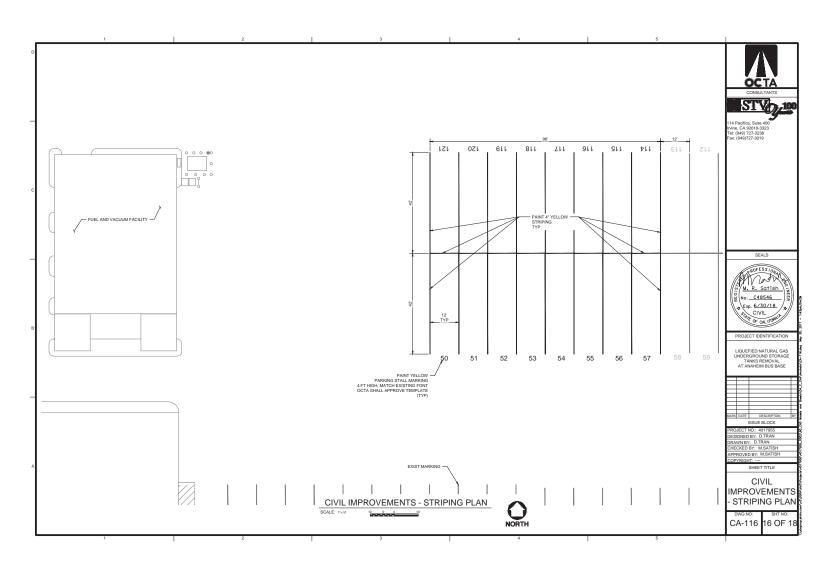
MARK	DATE	DESCRIPTION				
ISSUE BLOCK						
PROJECT NO.: 4017955						
DESIGNED BY: D.TRAN						
DRAWN BY: D.TRAN						
CHECKED BY: M SATISH						

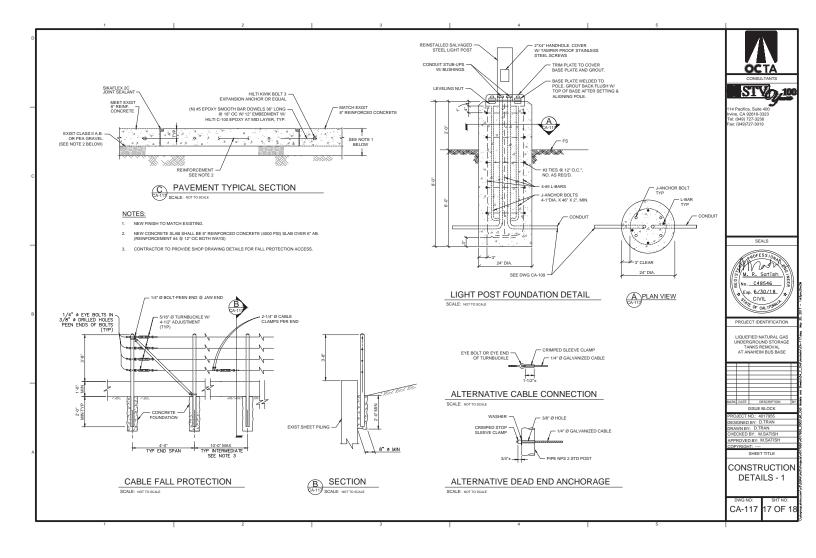
ELECTRICAL & EQUIPMENT DEMOLITION-2

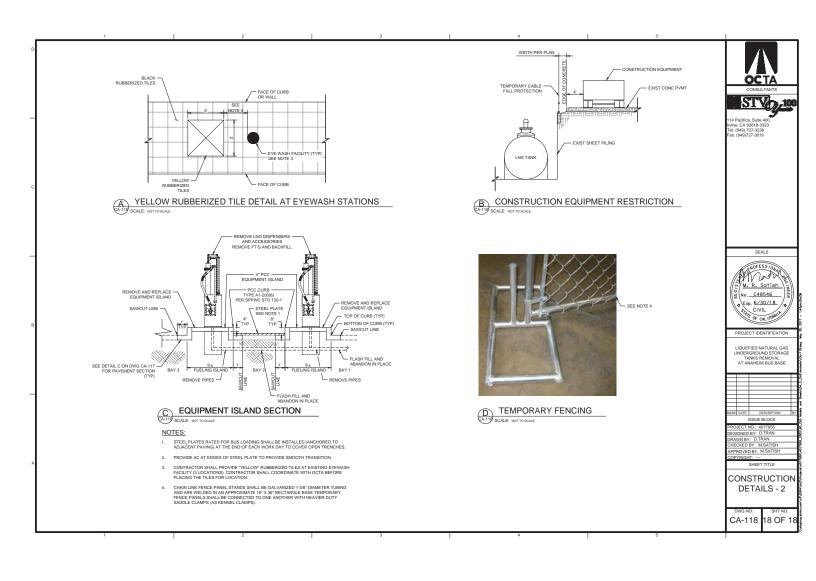
CA-113 13 OF 18











SECTION X: SAFETY SPECIFICATIONS (HSE) - EXHIBIT H

# LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS REQUIRED HSE SUBMITTAL SUMMARY

The contractor shall submit copies of the items listed below for contract scope work on Orange County Transportation Authority (OCTA or Authority) projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act and California Code of Regulations (CCR) Title 8 regulatory standards for review by OCTA.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards, and/or new developed written programs/plans shall be prepared by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs.

- 1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- 2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- 3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- 4. Contractor shall provide a copy of their Hazard Communication Program and MSDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
- 5. On-Site HSE Representative:
  - On Facility Modification Projects, The Contractor's On-Site HSE Representative shall preferably have a certification from the Board of Certified Safety Professionals (BCSP) and as a minimum, a 30 hour OSHA training certificate, plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority.
  - On Capital Programs, The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or similar professional HSE Certificate of standing acceptable to the Authority and have a minimum of five (5) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority.

# 6. Site Specific HSE Work Plan:

Indicate methods, procedures, equipment, and sequence of tasks as listed on the project schedule. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

#### PART I - GENERAL

# 1.0 GENERAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

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 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.

Observance of repeated unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

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.

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.

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, CCR Title 8 Standards, and recognized safe work practices.

The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who works 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 (Code of Federal Regulations (CFR) Sections 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 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 for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 Standards, and/or new developed written programs/plans shall be prepared by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs.

A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.

The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

Site Specific HSE Plan: Indicate methods, procedures, equipment, and sequence of tasks as listed on the project schedule. Specify safety measures in accordance with applicable

Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.

Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.

Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.

Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.

Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

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

A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.

Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).

Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).

A monthly report that includes number of workers on project, a list of subcontractors, 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. Contractor shall provide to the Authority, upon request, within 72 hours.

#### 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 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

# 2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Material Safety Data Sheet (MSDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

# 2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

Before beginning on-site activities, the Contractor shall designate an On-site HSE 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 have associated cost, schedule and budget impacts.

The Contractor's On-site HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

qualifications – On Capital Programs, the Contractor shall submit the resume of the full time, of the On-site HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of five (5) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a CHST with current standing from the BCSP or a CIH with current standing from the ABIH, or similar professional HSE Certificate of standing acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours.

The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours.

On Facility Modification Projects, the Contractor shall submit the resume of the qualified On-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall preferably have a certification from the BCSP and as a minimum, a 30 hour OSHA training certificate, plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.

Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.

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.

Qualified Individual means an individual 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.

The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.

On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.

On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

#### 2.4 SITE HSE ORIENTATION

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 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.

#### 2.5 INCIDENT NOTIFICATION AND INVESTIGATION

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

Damage to Authority property (or incidents involving third party property damage);

Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);

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, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

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, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss may 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. 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.

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.

Serious Incident: includes 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, etc.) notification or representation.

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.

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.

## 2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the

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

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.

#### 2.7 ENVIROMENTAL REQUIREMENTS

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.

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.

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.

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.

If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and

report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.

The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous substance" means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

#### 2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors 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.

Personal vehicles belonging to 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

The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.

The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

#### 2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor 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.

#### 2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

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.

RESPIRATORS (CCR Title 8, Section 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, Section 5144, Respiratory Protective Equipment.

EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.

- A. CONSTRUCTION PROJECTS Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- B. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- C. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.

CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).

CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes. 2.11 AERIAL DEVICES (CCR Title 8, Section 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, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

# 2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)

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

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.

#### 2.13 CRANES

Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items I, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.

Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.

A copy of each crane operator's qualification (NCCCO or equivalent) of companyauthorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.

A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.

Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.

Rigging scope activity shall comply with 29 CFR Subparts1926.250, 1929.753 and CCR Title 8 Standards.

All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.

Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.

Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.

Contractor shall prepare a documented daily crane inspection report.

Pick and carry with rubber tired cranes is forbidden on Authority projects.

# **Engineered Critical Lifts**

A critical lifts is established where any one of the following conditions are created:

- 1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
- 2. A gross weight equal to, or greater than 10 tons.
- 3. Lifts over buildings, equipment, public roadways, structures, or power lines.
- 4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
- 5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
- 6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
- 7. Hoisting of suspended work platforms.
- 8. Static tower crane erection and dismantlement.
- Making lifts below the ground level where the crane is positioned.
   Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

#### Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.

- Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
- 3. Engineering data shall be provided on the hook assembly (manufacture's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.
- 4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
  - A. Locations of all components to be lifted prior, during and after the lift is completed.
  - B. Radius points.
  - C. Swing patterns.
  - D. In the event that the lift must be aborted, positions where the load may be safely landed.
  - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
- 5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
- 6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

**Note:** This information may be available from the Authority for selected locations on some projects.

- 7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
  - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
  - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
- 8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load

information and calculations contained in the plan are approved, acceptable and safe to perform.

- 9. Operator qualifications.
- 10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
- 11.A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
- 12. Emergency action plan.
- 13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

## **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.

## 2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

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

The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.

The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.

Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.

Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

# 2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 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 shall comply with the following CCR Title 8, Section 1541 requirements:

A copy of the Contractor's Excavation Permit.

Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.

The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.

Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.

Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

# 2.16 FALL PROTECTION (CCR Title 8, Sections 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.

Fall protection is required for workers exposed to falls in excess of six (6) feet.

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.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

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

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.).

## 2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 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 Manger must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority's Project Manager, upon request, within 72 hours:

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

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

A. <u>Electrical Certification of Training</u>; Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical

devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees' NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

# 2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)

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

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

# 2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

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

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.

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).

Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.

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.

#### 2.21 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.

#### 2.22 STEEL ERECTION

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.

The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.

A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.

A qualified rigger shall inspect the rigging prior to each shift and each lift.

Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

## 2.23 AUDITS

The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.

The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

#### 2.24 RAILWAY SAFETY PRECAUTIONS

A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).

- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

#### 2.25 FINES

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract.

#### 2.26 COMPLIANCE COSTS

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

#### 2.27 REFERENCES

CCR Title 8 Standards (Cal/OSHA)
CFR Including 1910 and 1926 Standards
NFPA, NEC, ANSI, NIOSH Standards
Construction Industry Institute (CII)
OCTA Construction Management Procedures Manual
OCTA Yard Safety Rules

**END OF DOCUMENT** 

# BID BOOKLET INVITATION FOR BID (IFB) 7-1756 BOOK 2 OF 2

# LNG TANK REMOVAL AT GARDEN GROVE AND ANAHEIM BUS BASES



# ORANGE COUNTY TRANSPORTATION AUTHORITY

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

# **Key IFB Dates**

Issue Date: July 24, 2017

Pre-Bid Conference/Site Visit: August 1, 2017

Questions/Approved Equal Submittal: August 3, 2017

Bids Submittal Date: August 24, 2017

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT



#### **BID FORM**

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in the **IFB 7-1756**, "**LNG TANK REMOVAL AT GARDEN GROVE AND ANAHEIM BUS BASES**", and to do everything required therein; and further proposes that, if this bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

ITEM	DESCRIPTION / BID ALLOWANCES*	LUMP SUM PRICE		
1	Phase 1-Garden Grove: Removal and all associated costs as identified in Exhibit B	\$		
2	Phase 2-Ananheim: Removal and all associated costs as identified in Exhibit B	\$		
3	Allowance for shoring, <i>if required</i> , due to excessive corrosion of existing buried sheet pile	\$ 400,000		
	TOTAL LUMP SUM BID AMOUNT	\$		

**NOTE:** The Bidder shall complete the Bid Form in its entirety. The "allowance" amount allocated shall be inclusive of the total lump sum bid amount.

Refer to the Project Specifications, Exhibit B, for a complete description of the work. The Description in this form only serves the purpose of a title.

In the case of an error in the entry of the "Total Lump Sum Bid Amount", the Authority will correct these discrepancies accordingly, and the corrected "Total Lump Sum Bid Amount" determined by the Authority shall be final.

A responsible bidder who submitted the lowest "Total Lump Sum Bid Amount" as determined by this section shall be awarded the contract, if it is awarded.

A cashier's check/certified check/bid bond (circle applicable term) properly made payable to Orange County Transportation Authority, hereinafter designated as the Owner, for the sum of

Dollars (\$

which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds, "Guaranty", "Certificate of Restriction on Lobbying", and "Certificate of Insurance", if awarded the contract, and in case of failure to do so within the time provided, (a) the proceeds of said check shall be forfeited to the Authority; or (b) surety's liability to the Authority for forfeiture of the face amount of the bond shall be considered as established [circle (a) or (b)].

The undersigned hereby represents that:

- Bidder has thoroughly examined and become familiar with the work required and documents included under this IFB. The bidder understands that the award of the contract, if it is awarded, will be based on the lowest total bid submitted by a responsive and responsible bidder, and further, that the amounts and the total on the Bid Form will be subject to verification by the Authority.
- 2. By investigation at the site of the work and otherwise, it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.
- 3. Bidder fully understands the scope of the work/specifications and has checked carefully all words and figures inserted in said Invitation For Bids (IFB) and further understands that the Authority will in no way be responsible for any errors or omissions in the preparation of this bid. Bidder further asserts that it is capable of performing quality work to meet Authority's requirements.
- 4. Bidder will execute the Agreement and furnish the required Performance and Payment Bonds, Guaranty and proof of insurance coverage within ten (10) calendar days after notice of acceptance of bid by the Authority; and further, that this bid may not be withdrawn for a period of 120 calendar days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw its bid within said period, the bidder shall be liable under the provisions of the Bid Security, or the bidder and the surety shall be liable under the Bid Bond, as the case may be.

- 5. Bidder hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
- 6. In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the Bidder shall execute the document included in this IFB entitled "Bidder's Certificate of Compliance Regarding Workers' Compensation Insurance."
- 7. Bidder hereby further certifies that each, and every representations made in this bid are true and correct and made under penalty of perjury.
- 8. Bidder shall permit the authorized representative of the Authority to inspect and audit all data and records of bidder relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of bidder related to bidder's performance of such contract.
- 9. Bidder does not employ anyone who is now, or for one (1) year immediately prior to the date of this offer was, a director, officer, member, or employee of the Orange County Transportation Authority. The undersigned has not agreed to pay a fee contingent upon the award of a contract resulting from this bid to anyone who is now, or for one (1) year immediately prior to the date of this bid was, a director, officer, member, or employee of the Orange County Transportation Authority. No member of or delegate to the Congress of the United States shall be admitted to any share of the contract or to any benefit arising therefrom.
- 10. If awarded a contract resulting from this bid, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 11. If awarded a contract resulting from this bid, Bidder will cooperate with the Authority in meeting commitments and goals with regard to the maximum utilization of DBE firms and will use its best efforts to ensure that DBE firms shall have the maximum practicable opportunity to compete for subcontract work under such contract.
- 12. Bid will be in effect for 120 calendar days after the bid closing date.

Now: In compliance with the **Invitation For Bids (IFB) 7-1756**, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated	, 2017	Bidder
The above bid includes		Signature
Addenda Nos.		Name
		Title
Bidder's Authorized Repres	sentative	
Title		
Telephone #		
Fax#		
Email Address		
Bidders post office address		
Corporation organized under	er the laws of	the State of
Contractor's License No.		
Expiration Date of License		
Surety or sureties		
		(CORPORATE SEAL)

# BID SECURITY FORM BID BOND

# **KNOW ALL MEN BY THESE PRESENTS:**

That,		principal and
Bidder and		
Dollars (\$), to be paid to the		rs, and assigns;
for which payment, well and truly to be made, b		
administrators, successors, and assigns, jointly a	nd severally, firmly by t	hese presents,
this amount being ten percent (10%) of the total a		•
THE CONDITION OF THIS OBLIGATION IS SU	<b>CH</b> , that if the certain b	id of the above
named bounden principal		
for	at the O	 vrange County
Transportation Authority's		as
specifically set forth in documents entitled IFB	7-1756. "LNG TANK	
GARDEN GROVE AND ANAHEIM BUS BASES'		
of 120 calendar days after the date set for the ope	•	•
by law, and notwithstanding the award of the cont	• (	•
bid is accepted by the Authority through action		
authorities and if	the	above
bounden		its heirs,
executors, administrators, successors and assign	ıns, shall execute a co	ntract for such
construction and deliver the required Performance		
Restrictions on Lobbying", "Guaranty," and proof		
calendar days after notification of contract award		
shall become null and void; otherwise it shall be a		
IN WITNESS WHEREOF, we hereunto set our, 2017.	hands and seals this _	day of

NOTE: The standard printed bond form of any bonding company acceptable to the Authority may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Authority are not in any way reduced by use of the security company's printed standard form.

# BID SECURITY FORM CHECK TO ACCOMPANY BID

(NOTE: The following form shall be used in case check accompanies bid)

Accompanying this bid is a Certified or Cashiers check (circle the appropriate one payable to the order of Orange County Transportation Authority, hereinafter referred to as "Authority" for
dollars (\$), this amount being ten percent (10%) of the tota
amount of the Bid submitted in response to IFB 7-1756, "LNG TANK REMOVAL AT
GARDEN GROVE AND ANAHEIM BUS BASES". The proceeds of this check shall
become the property of Authority provided this bid shall be accepted by Authority through
action of its legally constituted contracting authorities and the undersigned shall fail to
execute a contract and furnish the required Guaranty Form, Performance and Paymen Bonds and proof of insurance coverage within ten (10) calendar days after date of
notification of contract award from the Authority. The proceeds of this check shall also
become the property of the Authority if the undersigned bidder withdraws the bid within
the period of 120 days after the date set for the opening thereof, unless otherwise required
by law, and notwithstanding the award of the contract to another bidder. Otherwise, the
check shall be returned to the undersigned.
D: 1.1
Bidder:
Signature:
Date:

NOTE: If the bidder desires to use a bond instead of check, the Bid Bond form shall be executed and the sum of this bond shall be ten percent [10%] of the total amount of the bid.

# INFORMATION REQUIRED OF BIDDER

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

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

# **INFORMATION REQUIRED OF BIDDER, PAGE 2**

10. Please list the following: a) All prior and current license numbers that the current owner(s) or officers possess or have possessed in the last five years and the current status of those license; b) any prior company names that the owner(s) had in operation during the previous five years.

Current Officers or Owners Name	Prior Company Names (During the last 5 years)	Prior and Current License Numbers	Status of License

*Note*: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information may result in your bid being found non-responsive and your bid being rejected.

11. List all construction projects (public and private) for which Bidder has provided general contractor services for the past three years:

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

*Note*: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected.

-					
12.List the name	e, address and pho	one numb	per of Supe	erintendent for this	s project:
	truction projects rices as a Superin				perintendent has
Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number
Bidder hereby ce	ertifies that it:				
	is a certified Disa	ıdvantage	ed Busines	ss Enterprise as d	efined herein.
	is not a Disadvar	ntaged Bu	usiness En	terprise as define	d herein.
inancial data, or	sted by the Author other information scurrent financial	and refe	erences su		
hereby certify th	ne above is true a	nd correc	t to the be	st of my belief.	
				·	
Signature					
Name					
Title					
Company	Name				
Telephone	e Number				
Fax Numb	per				

**Email Address** 

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Bidders' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate <u>work force</u> in each trade on all construction work in the covered area, are as follows:

Timetable Goals for Minority Participation for Each Trade (11.9)

Goals for Female Participation in Each Trade (6.9)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" includes the County of Orange, California.

## BIDDER'S CERTIFICATE OF COMPLIANCE REGARDING WORKERS' COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Bidder/Contractor:	
Signature:	
Name and Title:	
Date:	

# BIDDER'S CERTIFICATE OF COMPLIANCE REGARDING STATE OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number:	
Expiration Date of Contractor's Licen	se:
Each, every and all of the represent and correct.	ations made by Bidder in the attached bid are true
Name of Bidder/Contractor: _	
Signed:	
Title:	
	a Notary Public in and for the State of, 201
No	tary Public
Му	commission expires on:
	(NOTARY SEAL)

### **LIST OF SUBCONTRACTORS (EXHIBIT D)**

List only the subcontractors, which will perform work or labor or render services to the bidder in excess of one-half of one percent (1/2 of 1%) of the bidder's total bid amount. Do not list alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	DIR Registration No.	Specific Description of Work to be Rendered	Small Business Y/N	Type*	Dollar Amount
						\$
						\$
						\$
						\$
						\$
						\$
	TOTAL VA	LUE OF SUBCONTRAC	CTED WORK			\$

Bidder's Name	

### STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlement	s, arbitrations, or investigations associated with contract:
(2) Summary and Status of contra	ct:
(2) 0	Handida Handa
(3) Summary and Status of action	identified in (1):
(4) Reason for termination, if appl	icable:
(4) Reason for termination, if appr	icable.
By signing this Form entitled "Statuinformation provided is true and accu	is of Past and Present Contracts," I am affirming that all of the rate.
Name	Signature
 Title	 Date

Last Rev. 03/15/2017

### **Non-Collusion Affidavit**

To the Orange County Transportation Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder:		
Signature:		
		_
Date:		



### **DBE Participation Commitment(s) Form**

NOTE: Please refer to instructions on the reverse side of this form.

	Bidder to Compl	lete this Section		
2. Project Name/Description:				_
4. Contract DBE Goal %:				-
	DBE Commitm	nent Information		
<b>5.</b> Bidded DBE Firm (Name and Address)	6. DBE Certification Number	7. Description of Scope of Services/Work to be Provided	8. Dollar Value (\$) and/or Percentage (%) Of Contract	9. Percentage (%) of Work to be Performed by DBE Firm(s)
written confirmation from the	submit, for each DBE to perform to be been been been been been been been	articipating in the contract	\$	11. Total DBE (%) Claimed towards Goal:
	ation on this form is complete and a ation have been submitted to supp			•
12. Preparer's Name (Print)	13. Preparer's Signatur	re 14.	. Preparer's Title	
<b>15.</b> Date	16. (Area Code) Tel. N	lo. 17.	Email Address	

### **INSTRUCTIONS - DBE Participation Commitment(s) Form**

### **Bidder Section**

The Bidder shall:

- 18. IFB No. Enter the IFB Number.
- 19. Project Name/Description Enter the name and/or description of the project.
- 20. Prime Bidder Name Enter the contractor's firm name.
- 21. Contract DBE Goal % Enter the contract DBE goal percentage.
- 22. Proposed DBE Firm Enter name and address of the bidded DBE Firm.
- 23. DBE Certification Number Enter the DBEs Certification Identification Number. All DBEs must be certified on the date proposals are opened. (DBE subcontracted contractors should notify the prime contractor in writing with the date of the decertification if their status should change during the course of the contract).
- **24. Description of Score of Services/Work to be Provided** Enter the scope of services/work that the bidded DBE Firm will be performing for this project and is eligible to perform the scope of services/work.
- 25. Dollar Value (\$) and/or Percentage of Contract- Enter the bidded dollar value and/or percentage of commitment each listed DBE firm.
- 26. Percentage (%) of Work to be Performed by DBE Firm(s) Percent of participation listed under column 8 of work to be performed or services to be provided by DBE firms. This percentage should include work to be self-performed by the listed DBE as well as work that will be performed by lower-tier sub contractors to the listed DBE. DBE credit will only be credited for work performed by DBE firms, non-DBE sub contractors should not be reflected in the percentage (%).
- 27. Total Value Claimed (\$)-Enter the total dollar value of DBE credit claimed.
- **28.** Total DBE % Claimed towards Goal Enter the total participation claimed. If the Total % Claimed is less than item "4. Contract DBE Goal", a Good Faith Effort (GFE) is required.
- 29. Preparer's Name (Print) Clearly enter the name of the authorized person signing the form for the contractor.
- **30. Preparer's Signature** –The person completing this section of the form for the contractor's firm must sign their name.
- 31. Preparer's Title Enter the position/title of the authorized person signing the form for the contractor.
- **32.** Date Enter the date the form is signed by the contractor.
- **33.** (Area Code) Telephone Number Enter the area code and telephone number of the authorized person signing the form for the contractor.
- 34. Email Address- Enter the email address of the authorized person signing the form for the contractor.

PLEASE NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Bidders are to verify that listed subcontractor contain DBE certification in the NAICS codes that they are being listed to perform.



### **BIDDERS LIST**

OCTA	
Bidder:	IFB No.:

The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Bidder, and submit this information at the time of bid submission, or as otherwise specified in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall DBE goal-setting process.

a. Prime Bidder Information:	
Name of Prime's Firm:	b. Phone: ( )
c. Firm Address:	d. Fax: ( )
	E-mail:
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):	Less than \$1 million
African AmericanAsian Pacific American	Less than \$5 million
Native AmericanWoman	Less than \$10 million
Hispanic AmericanSubcontinent Asian American	Less than \$15 million
Other	☐ More than \$15 million

e. Provide the following information for every fir quote on this DOT-assisted project, whether success a contract:	
Firm Name:	f. Phone: ( )
g. Firm Address:	h. Fax: ( )
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26?  Yes No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):	Less than \$1 million
African AmericanAsian Pacific American	Less than \$5 million
Native AmericanWoman	Less than \$10 million
Hispanic AmericanSubcontinent Asian American	Less than \$15 million
Other	More than \$15 million
Firm Name:	i. Phone: ( )
j. Firm Address:	k. Fax: ( )
	E-mail:
Number of traces in business.	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26?  Yes No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):	Less than \$1 million
African AmericanAsian Pacific American	Less than \$5 million
Native AmericanWoman	Less than \$10 million
Hispanic AmericanSubcontinent Asian American	Less than \$15 million
Other	More than \$15 million

### IFB 7-1756 EXHIBIT E-2

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract. Failure of the Bidder to submit the required "Bidders List" form may deem the Bidder non-responsive.



I.

### DBE INFORMATION - GOOD FAITH EFFORTS

IFB No:	No: Bid Opening Date				
The Orange County Transports Enterprise (DBE) goal of% Faith Effort (GFE) was made by _	for this contract. The	e information p	rovided herein s		
Bidder shall submit the following submit the following information education has met the DBE goal. This determines that the Bidder failed at bid opening, or the Bidder made	even if the "DBE Parti is will protect the Bidd to meet the goal for v	cipation Commer's eligibility for arious reasons	nitment(s) Form" or award of the c	indicates that the ontract if Authority	
Submittal of only the form may no faith efforts were made.	ot provide sufficient do	ocumentation to	o demonstrate th	nat adequate good	
The following GFE items (A throucomplete the following items in smeet the established DBE goal:					
Items of work the Bidder made a amount, as a percentage of total work provided (including those economically feasible units to fact the Bidder's responsibility to departicipation as follows (please p	work made available items normally perfolilitate DBE participation monstrate that suffici	to DBEs by the ormed by the on sufficient to ent work was	e Bidder, a break Bidder with its meet the DBE c made available	own of contract own forces) into ontract goal. It is to facilitate DBE	
Items of Work	Proposer Normally Performs (Y/N)(\$)	Breakdown of Items	Amount (\$)	Percentage Of Contract	

J.	Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs
	soliciting bids for this project and the dates and methods used to following up initial solicitations to
	determine with certainty whether the DBEs were interested (please attach all copies of solicitation
	telephone records, fax confirmations, etc.), amount of DBEs to repond, the DBE firms were provided
	information about the contract (location of project, contract number, bid date, items of work made
	available and contact information) in the Invitation to bid from the Bidder, the Bidder solicited through
	all reasonable means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the
	interest of all certified DBEs who have the capability to perform the work of the contract, Bidder to
	provide proof of aforementioned items, and DBE's in the market area for the work identified in 'Item A
	as follows:

	Names of DBEs Solicited Methods and Dates	Date of Initial Solicitation	Follow Up			
t	Rejected DBE Bid Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the Bidder's rejection of the DBE firms, the firms selected and accepted for nat work (please attach all copies of quotes from the firms involved) and the price difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.  Names, addresses and phone numbers of rejected DBEs and the reasons for the Bidder's rejection of the DBEs as follows:					
	Names, addresses and phone numbers of firms selected for the work					

	each publication in which a request for DBE participation for this project was placed by the Bidder (please attach copies of advertisements or proof of publications). (Please note: If IFB due date is extended, Bidder is to re-advertise new bid due date.)			
	Publications	Dates of Advertisement		
M.	Agencies, Organizations, or Groups contacted to provide assistance in Contract Using DBEs; the names of agencies, organizations or groups contacted to pr contacting, recruiting and using DBE firms (please attach copies of requests to responses received), as follows:	ovide assistance in		
N.	<ol> <li>Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; effort made to assist interested DBEs in obtaining necessary materials, or related assistance or services Bidder to provide evidence of effort.</li> </ol>			
Ο.	Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to DBEs in obtainting bonding, lines of credit or insurance, and any technical assistance related to the plans, specifications and requirements for the work which was provided to provide a list of any assistance provided to prospective and bided DBEs.	nce or information ded to DBEs,		

L. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of

P.	Additional Data to Support a Demonstration of Good Faith Efforts; (for additional data please use additional sheets as necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

### **IRAN CONTRACTING ACT CERTIFICATION**

(California Public Contract Code sections 2200, et seq.)

The Iran Contracting Act of 2010 (PCC sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

- 3. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 4. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

### **Option #1: Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution:			
Signature:			
Name and Title:			
Date:			
n #2: Exemption			

### Option

Pursuant to PCC section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution:
Signature:
Name and Title:
Date:

### **Option #3: Non-Applicability**

Pursuant to PCC section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _	
Signature:	
Nigora and Title.	
Date:	

# BIDDER'S CERTIFICATE REGARDING "BUY AMERICA" REQUIREMENTS FOR STEEL, IRON, OR MANUFACTURED PRODUCTS

In order to demonstrate compliance with the Buy America Requirements (see Book 1, Section II, of this IFB for further explanation), if the bid is for a contract greater than one hundred and fifty thousand dollars (\$150,000), Bidder shall complete only one of the two statements below:

	Firm name/principal			
hereby certifies that it <b>will comply</b> with the requirements of 49 U.S.C. Section 5323(j), and the applicable regulations in 49 CFR Part 661.				
Signature				
	Name			
	Title			
	Date			
5323(j), but may qualify for ar	Firm name/principal  t comply with the requirements of 49 U.S.C. Section exception to the requirement pursuant to 49 U.S.C. d, and the applicable regulations in 49 CFR Part 661.7			
hereby certifies that it <b>canno</b> t 5323(j), but may qualify for an	Firm name/principal  t comply with the requirements of 49 U.S.C. Section exception to the requirement pursuant to 49 U.S.C.			
hereby certifies that it <b>canno</b> t 5323(j), but may qualify for an	Firm name/principal  t comply with the requirements of 49 U.S.C. Section exception to the requirement pursuant to 49 U.S.C. d, and the applicable regulations in 49 CFR Part 661.7			
hereby certifies that it <b>canno</b> t 5323(j), but may qualify for an	Firm name/principal  t comply with the requirements of 49 U.S.C. Section exception to the requirement pursuant to 49 U.S.C. d, and the applicable regulations in 49 CFR Part 661.7  Signature			

## CERTIFICATION LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

### A. DEFINITIONS

- 1. Authority, as used in this clause, means the Orange County Transportation Authority.
- 2. Covered Federal action, as used in this clause, means any of the following Federal actions:
  - a. The awarding of any Federal contract.
  - b. The making of any Federal grant.
  - c. The making of any Federal loan.
  - d. The entering into of any cooperative agreement.
  - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - f. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
- 3. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- 4. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- 5. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
  - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.

- b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
- d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 6. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- 7. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer of employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
- 8. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
- 9. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- 10. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
- 11. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

### B. PROHIBITIONS

- Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
- 3. The prohibitions of the Act do not apply under the following conditions:
  - a. Agency and legislative liaison by own employees.
    - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (2) For purposes of paragraph C.3.a. (1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:
      - i. Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.
      - ii. Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
    - (4) The following agency and legislative liaison activities are

permitted where they are prior to formal solicitation of any covered Federal action:

- Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- b. Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
  - (1) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.
  - (2) Only those services expressly authorized by paragraph C.3.a. (1) of this clause are permitted under this clause.
- c. Professional and technical services
  - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:
    - i. A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.
    - ii. Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.
    - iii. For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or

technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- iv. Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- v. Only those services expressly authorized by paragraph C.3.a. (1) and (2) of this clause are permitted under this clause.
- vi. The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

### d. Disclosure

(1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include

- profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - iii. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime CONSULTANT. The prime CONSULTANT shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding CONSULTANT.

### Agreement

(1) The consultant agrees not to make any payment prohibited by this clause.

### e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

### f. Cost Allowability:

(1) Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

(Title of authorized official)

### CERTIFICATION OF RESTRICTIONS ON LOBBYING

I,		, hereby certify on behalf (name of offeror) of			
				that:	
		(Firm name)			
Α.	any ager of a mak coop	ederal appropriated funds have been paid person for influencing or attempting to incy, a member of congress, an officer or member of congress in connection with the ing of any federal grant, the making of an perative agreement, and the extension, ification of any federal contract, grant, load	influence an officer of e employee of congress, he awarding of any fede ny federal loan, the ente continuation, renewal,	employee of any or an employee eral contract, the ering into of any amendment, or	
	1.	If any funds, other than Federal appropaid to any person for making lobbying any agency, a Member of Congress, at employee of a Member of Congress it grant, loan, or cooperative agreement submit the attached Standard Form-LL accordance with its instructions.	g contracts to an officer n officer or employee of n connection with this F nt, the undersigned sha	or employee of Congress, or an ederal contract Il complete and	
	2.	The undersigned shall require that the in all subcontracts, and that all subaccordingly.	0 0		
trans maki perso	action ng or on who	cation is a material representation of fact was made or entered into. Submission entering into this transaction imposed by a fails to file the required certification shadon and not more than \$100,000 for each section.	of this certification is a section 1352, title 31, lall be subject to civil pe	prerequisite for J.S. Code. Any	
each	agrees	nent of its certification and disclosure, if a that the provisions of 31 U.S.C. 3801 if any.		der understands	
		Executed this	day of	,201	
		Ву			
		·	(Signature of au	thorized official)	

### **DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB 003480045

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal	Action:	3. Report Type:	
a. contract b. grant	a. bid/offer app b. initial award		a. initial filing b. material changes	
c. cooperative agreement d. loan	c. post-award		For Material Change Only:	
e. loan guarantee f. loan insurance			year quarter date of last report	
Name and Address of Reporting Entity:		5. If Reporting Enti	ty in No. 4 is Subawardee, Enter Name and Address of Prime:	
Prime Subawardee			<b>,</b>	
Tier, if known:				
Congressional District, if known:		Congressional D	District, if known:	
6. Federal Department/Agency:		7. Federal Program Name/Description:		
		CFDA number, in	f applicable:	
8. Federal Action Number, if known:		9. Award Amount, if known:		
		\$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)		b. Individuals Perfo (last name, first	orming Services (including address if different from No 10a) name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)  11. Amount of Payment (check all that apply):  13. Type of Payment (check all that apply):				
11. Amount of Layment (check all that appry).		a. retainer	i (oneck all that appry).	
\$ actual	planned			
12. Forum of Payment (check all that apply):		b. one-time		
		c. commission		
a. cash		d. contingent fee		
b. in-kind; specify nature: value:		e. deferred		
		f. other spe	cify:	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:				
<u>(a</u>	ttach Continuation She	eet(s) SF-LLL-A if nece	essary)	
15. Continuation Sheet(s) SF-LLL-A attached:	Yes	No		
16. Information requested through this form is authorized by 0		Signature:		
1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not		Print name:		
		Print name:		
		Title:		
more than \$100,000.00 for each such failure.		Telephone No:		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL	

Approved by OMB 003480045

### INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
- 7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
- 12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 13. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 14. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
- 15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 17. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection for information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

#### Approved by OMB 003480045

### **DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET**

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