

**CONTRACT MA-012-23010125**

**BETWEEN**

**THE COUNTY OF ORANGE/OC COMMUNITY  
RESOURCES/OC PARKS**

**AND**

**U.S. OCEAN SAFETY, INC. DBA OC LIFEGUARDS**

**FOR**

**OCEAN LIFEGUARD SERVICES FOR COASTAL OPERATIONS**



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AND  
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FOR  
OCEAN LIFEGUARD SERVICES FOR COASTAL OPERATIONS**

This Contract MA-012-2301025 for Ocean Lifeguard Services for Coastal Operations, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks hereinafter referred to as “County” and U.S. Ocean Safety, Inc. dba OC Lifeguards, a California corporation, with a place of business at 34127 Pacific Coast Highway, Dana Point, CA 92629, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Payment and Compensation  
Attachment C – Staffing Plan & Organizational Structure  
Exhibit A – Maps of Orange County Beaches  
Exhibit B – Lifeguard Staffing Deployment Schedule  
Exhibit C – Contractor Safety Forms

**RECITALS**

**WHEREAS**, County solicited Ocean Lifeguard Services for Coastal Operations as set forth herein, and Contractor responded and represented that it is qualified to provide services to County as further set forth here; and

**WHEREAS**, Contractor agrees to provide Ocean Lifeguard Services for Coastal Operations to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

**WHEREAS**, the Orange County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a contract for Ocean Lifeguard Services for Coastal Operations with Contractor; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**I. General Terms and Conditions:**

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the

event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$2,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period

prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Ocean Lifeguard Services for Coastal Operations from Contractor as further detailed

in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on January 1, 2023, upon execution of all necessary signatures and approval by the Orange County Board of Supervisors, and continue for three (3) years, unless otherwise terminated by County. This contract may be renewed upon mutual concurrence for two (2) additional one-year periods. Renewal(s) may require Board approval.
3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Terminate Contract immediately, pursuant to Section K herein;
  - b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
6. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days

after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

8. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
9. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

10. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.
11. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.
12. **Cooperative Contract:** The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage

by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

13. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
14. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
15. **Disputes – Contract:**
  - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor’s Project Manager and County’s Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
    - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
    - ii. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.
  - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor’s failure to

diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in section K herein.

16. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
  - d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
    - i. Contractor has made false certification, or
    - ii. Contractor violates the certification by failing to carry out the requirements as noted above.
17. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of

compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title I of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: U.S. Ocean Safety, Inc. dba OC Lifeguards  
34127 Pacific Coast Highway  
Dana Point, CA 92629  
Attn: Dennis Yune, President  
Email: dyune@oclg.org  
Phone: 949-276-5050

County: OC Community Resources / OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Parks Division Manager – Coastal Division  
Email: ocparks@ocparks.com  
Phone: 714-973-6865

Assigned DPA: County of Orange  
OC Community Resources, Purchasing & Contract Services  
Attn: Hong Lin, DPA  
Email: Hong.Lin@ocparks.com  
Phone: 714-973-6636

20. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
21. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the

event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

22. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.
23. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
24. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
25. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
26. **Parking:** Contractor will be provided with annual parking passes ("Parking Passes") to facilitate parking for Contractor and its staff during performance of the services provided under this Contract at the designated facilities specified herein. Contractor shall maintain an active log ("Parking Pass Log") Contractor is solely responsible for the safe keeping and monitoring of all Parking Passes issued by the County. Should Contractor or its employees damage a Parking Pass, then the damaged pass shall be surrendered to County and County will replace damaged Parking Pass at no cost.

Use of Parking Passes shall be limited to the performance of services under this Contract and are limited to use on the dates and locations which services are provided by Contractor and its employees.

27. Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), and Contractor Safety-Activity Checklist to the County's Project Manager prior to the start of any work performed under this Contract. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

-SIGNATURE PAGE TO FOLLOW-

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**U.S. OCEAN SAFETY, INC. DBA OC LIFEGUARDS \***

*\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

*The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

Dennis Yune	President
_____ Print Name	_____ Title
DocuSigned by: Dennis Yune	8/23/2022
_____ Signature	_____ Date

*The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.*

Dennis Yune	Secretary
_____ Print Name	_____ Title
DocuSigned by: Dennis Yune	8/23/2022
_____ Signature	_____ Date

\*\*\*\*\*

**APPROVED AS TO FORM:**

**County Counsel**

By	DocuSigned by: Mark Batarse
	_____ Signature
	Mark Batarse
	_____ Print Name
Date	8/23/2022
	_____ Date

**COUNTY OF ORANGE**

A political subdivision of State of California

	DocuSigned by: April Alvarez
	_____ Signature
	April Alvarez
	_____ Print Name
	Procurement Operations Manager
	_____ Title
	1/1/2023
	_____ Date

**ATTACHMENT A**  
**SCOPE OF WORK**

**I. INTRODUCTION**

Contractor shall provide year-round (365 days) Ocean Lifeguard Services for the County beaches specified below, in accordance with the terms, conditions, and specifications contained herein.

OC Parks' Vision Statement:

*"Champions of the land for a thriving community."*

OC Parks' Mission Statement:

*"We preserve and enhance OC Parks' natural and cultural resources for recreation, education and exploration."*

**II. OBJECTIVES**

Contractor shall work with County to provide a safe and welcoming experience at County beaches to residents of and visitors to Orange County, who frequent our local beaches.

**III. BACKGROUND**

COUNTY OF ORANGE BEACHES

OC Parks is the department responsible for managing various public beaches along the Orange County coast from Santa Ana River Jetty Beach in the north to Poche Beach in the south. In 2021, OC Parks experienced approximately 8.4 million visitors to the Service Area listed in section D, below.

**A. Types of County of Orange Beaches**

Beaches with lifeguard service include, but is not limited, to the following :

- Gently sloping, sandy beaches
- Rocky shoreline beaches
- Steep sandy beaches with severe shore breaks
- Adjacent to the mouth of the Santa Ana River
- Quiet water beach in Dana Point Harbor

**B. Varied Access to the Beach**

In addition to the varied beach types, County of Orange beaches have varied access; some have large parking lots with easy beach entry, while others are only accessible by stairways with limited or no public parking.

**C. Year-Round Operation**

Contractor shall manage and operate a complete year-round (365 days) ocean lifeguard services program utilizing a combination of lifeguard resources dependent upon the type

of beach, normal surf conditions, known hazards, beach attendance and beach use patterns. Beaches are currently guarded by various methods, including: lifeguards stationed in towers; lifeguards patrolling in motorized vehicles; lifeguards on surfboards in the water; lifeguards operating a motorized water ski, and lifeguards positioned along the surf line. Other methods may be considered on a beach - by - beach basis, according to industry best practices. Contractor shall assess beach characteristics and determine appropriate lifeguarding methods at each beach facility.

**D. Beach Locations: Exhibit A includes maps of the beaches listed below**

*\*Addresses are approximate as these beaches do not possess physical addresses.*

**Service Area:**

1. Santa Ana River Jetty Beach — Hours of operation: 7am to sunset  
Address: No Physical Address. Coordinates:33°37'46.8"N, 117°57'34.6"W \*
2. Salt Creek Beach, including Dana Strands Beach — Hours of operation: 6am to 12am  
Address: Salt Creek Beach (33333 Coast Highway, Dana Point, CA 92629)  
Address: Dana Strands Beach (34001 Selva Road, Dana Point, CA 92629)
3. Swim (Baby) Beach – Dana Point Harbor — Hours of operation: 6am to 12am  
Address: 34451 Ensenada Place, Dana Point, CA 92629
4. Capistrano Beach — Hours of operation: 6am to 10pm  
Address: 35005 Beach Road, Dana Point, CA 92629
5. Poche Beach — Hours of operation: 6am to 10pm  
Address: 2798 N. El Camino Real, San Clemente, CA 92672

**E. Suspension of Services /Termination in Part of Contract**

In addition to the terms in Section “K” of this Contract (Termination), County reserves the right to, in its sole discretion, suspend or terminate without cause any services for any of the five (5) locations within the service area by providing 30 days’ written notice. In the event of termination or suspension of services, Contractor’s monthly service fee shall be prorated as needed to cease as of the effective date of termination or suspension.

**V. CONTRACTOR RESPONSIBILITIES**

**A. Lifeguard Responsibilities**

Lifeguards are to monitor and advise beach and water users concerning surf conditions and safety issues and to provide/coordinate rescue activities and emergency response. Contractor responsibilities shall include, but not be limited to, the following tasks:

1. Patrol beach and ocean waters from lifeguard towers, vehicles, watercraft or on foot or in the water.
2. Respond to emergency incidents; perform water rescues, first aid and emergency care; post injury prevention advisements

3. Provide 24-hour on-call response service accessible via pager duty to ensure a lifeguard response to incidents occurring during off duty hours as directed by OC Parks.
4. Close and evacuate beaches at the direction of the County.
5. Assess beach and water conditions, to include physical characteristics and hazards, weather conditions, surf conditions, and other mitigating factors that might pose a threat to the public and deploy staff accordingly.
6. Assess the prevailing surf conditions at a minimum of twice daily, determine the appropriate beach safety flag based on that assessment.
7. Proactively advise the public, when necessary, of dangers and providing advice to best minimize risk.
8. Educate and instruct the public on beach and ocean environment conditions.
9. Cooperate with and communicate effectively with multiple governmental agencies including OC Parks, OC Sheriff-Coroner, OC Fire Authority, municipal police and fire departments and various state and municipal marine safety divisions.
10. Issue verbal advisements and educate visitors on County Ordinances.
11. Perform public relations and customer service activities in a professional, polite and courteous manner.
12. Post water quality notifications on beach as required per direction of OC Health Care Agency.
13. Provide 800MHz radio communications equipment and dispatch services that is compatible with Orange County's Coordinated Communication system and ensure a direct link with OC Parks dispatch service provider and OC Sheriff Communications. Each on-duty lifeguard must have access to a compatible 800 Mhz radio.
14. Incidents/Reporting:
  - a. Immediately report all emergency incidents to the assigned on-duty facility supervisor.
  - b. Submit written incident reports to OC Parks within 72 hours.
  - c. Refer all media requests for statement to OC Parks Public. OC Parks staff will work with contractor to establish media communication guidelines.
  - d. Immediately report any damage or vandalism to County facilities.
  - e. Responsible for assuring the beach is in a safe condition and shall report to the on-duty supervisor or designee any condition which might require action.
  - f. Immediately report to the on-duty facility supervisor any unforeseen staffing shortages that deviate from the submitted monthly deployment schedule.
15. Ensure that employees dress in proper uniform attire; the attire must utilize the "OC Lifeguards" logo.
16. Contractor shall be responsible for procuring, and providing all necessary vehicles, equipment, and supplies.
17. Maintain towers, vehicles and equipment to standards specified by OC Parks.

**B. Employees** - Contractor shall ensure employee compliance with the following requirements:

1. **Background/Security:** All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience

and security records to perform this work. Contractor shall perform background/security checks of each employee and shall maintain a copy of the background/security check.

2. **Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person (s) under the influence of alcohol or drugs on the premises or in any buildings. Neither shall the Contractor allow the use of alcohol or drugs on the premises or in buildings.
3. **Identification:** Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing while performing services under this Contract. Contractor shall assure that every employee and supervisor is in uniform when on-site at the assigned County location. Uniform clothing shall clearly identify the "OC Lifeguard" brand and employee's name (e.g. " J. SMITH" ) in a manner that is easily identifiable via a permanently affixed badge or monogram and is to be furnished by the Contractor.
4. **Conduct:** No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs or otherwise demonstrates neglect of duty, violation of any criminal law, sleeping while on duty, disobedience of orders, or conduct unbecoming of a lifeguard. Any person found to be objectionable shall be discharged immediately and not re-employed.
5. **Supervision:** Contractor shall provide a supervisor who shall be present at all times during Contract operations, and who shall be responsible for supervision of staff. The supervisor shall be able to communicate effectively in both written and oral English.
6. **Training:** Contractor shall have an ongoing training program for all staff that meets the minimum standards of the United States Lifesaving Association. Additionally, any person practicing basic and or advanced life support services may be required to meet standards set forth by the County of Orange.
7. **Safety:** Contractor shall perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during all operations and to maintain safe conditions of premises at all times, including safely storing equipment, vehicles and materials. This includes compliance with Local County (see Exhibit 4 Contractor Safety), State or other legal intents and terms of the applicable OSHA and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and Agency against injury or damage to their property. <https://www.dir.ca.gov/DOSH/> .

## VI. CONTRACTOR'S OFFICE

Contractor shall maintain a physical office within fifty (50) miles radius of OC Parks Headquarter, located at 13042 Old Myford Rd., Irvine, CA 92602 and have access to a telephone communications system such that twenty-four (24) hour emergency notification is possible. All calls shall be returned within two (2) hours.

## VII. OPERATIONS PLAN

As part of an Operations Plan, Contractor shall be required to provide all necessary operational elements and all necessary equipment of a complete year-round (365 days) Ocean Lifeguard Services program, including but not limited to the following:

A. Staffing Plan

1. Contractor shall include both lifeguards and management plans, which would include a comprehensive staffing plan and deployment schedule (see Exhibit B) for the service area. The deployment schedule shall showcase the appropriate amount of lifeguard resources needed to facilitate a safe beach experience for the visiting public. Contractor shall utilize industry knowledge and best management practices to evaluate and propose an appropriate staffing model and deployment schedule.

B. Equipment Plan

1. Contractor shall include the type and total number of equipment. Contractor shall be responsible for procuring and providing all necessary equipment. Some examples are as follows:
  - Lifeguard towers
  - Vehicles
  - Watercraft
  - Radio communications system
  - First aid and lifesaving equipment and supplies
  - Uniforms
  - Beach wheelchairs
  - Other supplies, materials and equipment etc.
2. Contractor(s) shall be responsible for providing all necessary space for storing and maintaining equipment.

C. Maintenance program with preventative maintenance schedules for all equipment, including towers and vehicles.

D. Headquarters and satellite office space.

E. Operational procedures.

F. Plan for deployment of beach wheelchairs when requested by the public.

G. Training

1. Include procedures for testing, hiring, certifying and training new hires and year-round staff.

H. Schedule

1. Include services to be performed Sunday through Saturday (Seven (7) days a week). Provide detailed schedules showing deployment of lifeguard personnel, supervisory personnel, vehicles, towers and other equipment for the service area location over the course of a calendar year.
2. Contractor shall submit to the County a monthly deployment schedule (Monthly) prior to the start of each month.

I. "OC Jr. Lifeguards" Program

## VIII. CONTRACTOR SPECIAL REQUIREMENTS

“OC Lifeguards” BRAND is owned by the County of Orange. OC Parks has secured the DBA for the name “OC Lifeguards”.

**A. Representation by Contractor of the OC Lifeguards Brand.**

Contractor shall represent itself as “OC Lifeguards” when performing services under this Contract. Such representation shall include the following:

1. The “OC Lifeguards” logo must be placed on all staff uniforms, vehicles, lifeguard towers and equipment. The size and placement of the logo must be approved in advance by OC Parks.
2. Refer to section V (14 C) in Scope of Work for media contact guidelines. Contacts with the public or news media at beach facilities shall be made in the name of “OC Lifeguards”.
3. OC Parks retains the rights to advertise and promote itself using the “OC Lifeguards” logo. Additionally, OC Parks retains the rights to sell “OC Lifeguards” apparel, merchandise and images. Commercial marketing of the “OC Lifeguards” logo by OC Parks is subject to approval by the Orange County Board of Supervisors and must be fully compliant with Sections 2-5-120 through 2-5-130 of Division 5, Title 2 of the Codified Ordinances of Orange County [Commercial Marketing – Promotion and Advertising].
4. Contractor(s) may be able to sell apparel and merchandise with the “OC Lifeguards” logo, on a non-exclusive basis, subject to entering into a separate agreement with the County for that purpose. The agreement must be fully compliant with Sections 2-5-120 through 2-5-130 of Division 5, Title 2 of the Codified Ordinances of Orange County [Commercial Marketing – Promotion and Advertising] and must include payment to the County of a percentage of gross receipts from sales.

**B. Representation by Governmental Contractors:**

1. Lifeguards are required to wear an easily identifiable uniform, denoting the wearer as a trained rescuer (ex: "Lifeguard," "Beach Patrol," "Marine Safety") and denoting the employing agency.
2. Vehicles utilized by lifeguards must be clearly easily identifiable and marked, denoting the driver as a trained rescuer (ex: "Lifeguard," "Beach Patrol," "Marine Safety") and denoting the employing agency.

**C. “Jr. OC Lifeguards” Program:**

Upon approval by County, Contractor shall have the option to operate a Jr. Lifeguards Program(s) within the County of Orange designated beaches.

1. “OC Lifeguards” Brand - Any Jr. Lifeguards program operated by the Contractor must utilize the name “Jr. OC Lifeguards” in its operation.
2. All “OC Lifeguards” branding requirements above also extend to the “Jr. OC Lifeguards” program.
3. OC Parks supports and encourages the Contractor(s) providing ocean lifeguard services at Salt Creek Beach to provide “Jr. OC Lifeguards” program(s).
4. Jr. OC Lifeguard program (s) shall be open to the public.

5. OC Parks will assure the Contractor(s) sufficient space, location, and time allocated at the designated beach to support the program.
6. Contractor shall be required to secure a separate license from the County for each program and will be required to pay all applicable license fees.

### **VIII. EMPLOYEE TRAINING STANDARDS AND REQUIREMENTS:**

All employees providing lifeguard services must be trained to levels as required by the United States Life Saving Association for Open Water Lifeguards. This includes both Seasonal and Full-Time lifeguard employees. Additional reference to the United States Life Saving Association Open Water Lifeguards: <https://www.usla.org/page/certification/>

#### **A. Minimum training standards for Seasonal or Part-time (non-supervisory) lifeguards shall include the following:**

1. Age – A minimum of 16 years of age.
2. Swimming Ability – Demonstrates an ability to swim 500 meters (550 yards), without equipment that enhances buoyancy or propulsion, over a measured course in ten minutes or less. The annual swim standard must be met before returning to lifeguard duties. Each applying agency must have a written policy in place detailing its required swim test. The policy may, for example, be published in a policy manual or included in an official job announcement and must make clear that this is a standard that must be met and maintained by all lifeguards.
3. Health & Fitness – Possesses adequate vision, hearing acuity, physical ability and stamina to perform the duties of an open water lifeguard as documented by a medical doctor, or the doctor's designated physician's assistant or ARNP (advanced registered Nurse Practitioner).
4. Medical Aid Certification – Certified as having successfully completed a medical aid course accepted by state of California. Total formal medical aid training, including the certified medical aid course (but not the CPR course), shall be no less than 21 hours. The United States Lifesaving Association accepts the following courses, supplemented by additional training, as necessary, to meet the 21-hour requirement:
  - (a) Emergency Medical Technician.
  - (b) A course approved by California EMS authorities which complies with California Administrative Code Title 22, Division 9, Chapter 1.5 (First Aid and CPR Standards and Training for Public Safety Personnel).
5. CPR Certification – Currently certified as having successfully completed a course in providing one person adult, two-person adult, child and infant cardiopulmonary resuscitation (CPR), including obstructed airway training, AED, BVM, and use of barrier devices, accepted by the state of California (basic life support for healthcare providers).
6. Training – Certified as successfully completing a course consisting of a total of not less than 40 hours in open water lifesaving which meets the curriculum requirements of the United States Lifesaving Association. This shall not include the minimum training hours required for medical aid or CPR.
7. Scuba Training – Any lifeguard who will be required to utilize scuba in the course of employment must, at a minimum, be certified as a scuba diver at the basic level by a nationally recognized certifying agency.

8. Strength & Stamina –Successfully completes a pre-employment test demonstrating adequate physical strength and stamina to perform the duties of an open water lifeguard.

**C. Minimum training standards for Full-Time and Supervisory lifeguards shall include the following:**

1. Experience –Must have worked no less than 1,000 hours as an open water lifeguard at the beaches of the hiring agency.
2. Age –A minimum of 18 years of age.
3. Education –Must possess a high school diploma or equivalency certificate.
4. Swimming Ability –Demonstrates an ability to swim 500 meters (550 yards), without equipment that enhances buoyancy or propulsion, over a measured course in ten minutes or less.
5. Demonstrates an ability to successfully perform an open water rescue. Each applying agency shall have a written policy in place detailing its required swim test. The policy may, for example, be published in a policy manual or included in an official job announcement and must make clear that this is a standard that must be met and maintained by all lifeguards.
6. Health & Fitness – Possesses adequate vision, hearing acuity, physical ability and stamina to perform the duties of an open water lifeguard as documented by a medical doctor, or the doctor’s designated physician’s assistant or ARNP (advanced registered Nurse Practitioner).
7. Medical Aid and CPR Certification –Certified as an Emergency Medical Technician.
8. Training –Certified as successfully completing a course consisting of a total of not less than 48 hours in open water lifesaving which meets the curriculum requirements of the United States Lifesaving Association. This shall not include the minimum training hours required for medical aid and CPR.
9. Scuba Training –Any lifeguard who will be required to utilize scuba in the course of employment must, at a minimum, be certified as a scuba diver at the basic level by a nationally recognized certifying agency.
10. Strength & Stamina –Demonstrates the ability, through a test of strength and stamina, to perform the rigorous physical duties of an open water lifeguard.
11. Emergency Vehicle Operations – All personnel operating an emergency vehicle that have red emergency lighting and an audible warning device (AWD) or “Siren” (According to California Vehicle Code 25252) must successfully pass an Emergency Vehicle Operator course or successfully pass a California P.O.S.T (Peace Officer Training and Standards) Emergency Vehicle Operations course.

**D. Minimum recurring training standards for all lifeguards shall include the following:**

1. Daily Physical Training -Employees are provided daily opportunities, conditions permitting, for activities such as swimming, rescue board training and running.

2. Annual Rescue Skills Training -Subsequent to initial training being provided, employees are provided a minimum of 16 hours per year in formal training.
3. Regular Drills -Drills are conducted such as mock rescues and other emergencies including missing swimmers at least once per month which allow each employee some degree of participation.
4. Maintaining current Medical Aid certification.
5. Marine Protected Areas (MPA).
6. Endangered bird species (western snowy plover) that migrate to our coast. Plovers are federally protected.
7. Marine mammal handling (deceased marine mammals on the beach, notifications for sick or injured marine mammals and or marine life).

#### **IX. RADIO COMMUNICATIONS SYSTEM**

The Contractor must provide radio communications equipment that is compatible with Orange County's 800 MHz Countywide Coordinated Communications System (CCCS) and must ensure that each on-duty dispatcher, lifeguard and supervisor has a direct link to Orange County's CCCS and with OC Parks Dispatch Services Provider and with all applicable County and municipal fire/rescue agencies. Communications equipment is to be purchased through the Orange County Equipment Price Book. The Contractor will be responsible for their share of any associated CCCS expenses. The cost may vary upon numerous factors including; number of radios, features and function of each radio etc. Payments can be made to the County of Orange through the OC Sheriff's Department, Communications & Technology Division.

#### **X. RECORD KEEPING AND REPORTING:**

- A. Contractor shall have a system for documenting lifeguard activities, consistent with USLA standards, with annual statistical data reported to the USLA statistics coordinator by March 1 of each year.
- B. Contractor shall have a system for writing, filing, and maintaining incident reports and Patient Contact Reports (for EMT certified lifeguards).
- C. Contractor shall track and report on a monthly basis staff hours deployed per lifeguard service area location and include this information on each invoice billed to County.

#### **XI. MINIMUM EQUIPMENT STANDARDS:**

##### **A. Rescue:**

1. At least one rescue floatation device (RFD) for each lifeguard on duty.
2. Mask(s), snorkel(s), and swim fins readily accessible to mount an underwater search and rescue, as appropriate.
3. Binoculars readily accessible in the beach area, and in each main tower and emergency vehicle.
4. Marker buoy(s) readily accessible for submerged victim search and rescue.
5. Swim fins for rescue purposes readily accessible to lifeguards as appropriate according to local conditions

6. Surf condition flags that inform public of surf/tide/hazard conditions and designated swim/surf zones, i.e., red flag, yellow flag, green flag, black ball.

**B. Medical:**

1. A medical aid kit adequate to treat minor injuries at each staffed lifeguard post.
2. A medical aid kit adequate to treat both minor and major medical emergencies at each beach area.
3. Equipment to protect against bloodborne pathogens consistent with OSHA requirements.
4. Spinal stabilization equipment, including spine board, head and neck immobilization devices, and fastening devices readily accessible at each beach area.
5. Oxygen readily accessible at each staffed beach area, with all lifeguard personnel trained in its use.
6. An automatic external defibrillator (AED) or semi-automatic defibrillator readily accessible at each staffed beach area, with personnel trained in its use.

**C. Communications:**

1. Equipment for lifeguards to communicate with the public at a distance (ex: whistles, megaphone(s), air horn(s), etc.).
2. Two-way radios or similar equipment for lifeguard-to-lifeguard communication (See the RADIO COMMUNICATIONS SYSTEM of this section).
3. Equipment for lifeguards to immediately activate local emergency medical services (EMS).

**D. Vehicles:**

1. Vehicles must be clearly easily identifiable and marked, denoting the driver as a trained rescuer (ex: "Lifeguard," "Beach Patrol," "Marine Safety") and denoting the employing agency.
2. Vehicles outfitted with emergency lighting and an audible warning device must follow California vehicle code section 25252 and be certified for emergency vehicle response by the California Highway Patrol (California Vehicle Code 2416).
3. Vehicles must be 4-wheel drive capable for sand driving.
4. Vehicles must be street legal.
5. Vehicles must have a public address system (PA).
6. Vehicles must be equipped with all necessary lifeguard equipment including but not limited to:
  - (a) Rescue paddle board.
  - (b) All equipment mentioned above in the "Rescue", "Medical", and "Communications" of this section.

**E. Off-highway Vehicles:**

1. Off-highway vehicles (OHV) may be used by agencies on county beaches for day-to-day duties of lifeguards. OHVs must adhere to the following: Off-highway vehicles must be clearly easily identifiable and marked, denoting the driver as a trained rescuer (ex: "Lifeguard," "Beach Patrol," "Marine Safety") and denoting the employing agency.
2. Drivers must be trained on the use of off-highway vehicles before utilizing them for lifeguard duties.
3. Off-highway vehicles must be stored in compliance with NPDES guidelines and kept in working order.

**XII. MEETINGS**

Contractor shall attend meetings as required by OC Parks.

**XIII. ADDITIONAL SERVICES**

County, at its discretion, shall have the option to request additional services (as needed), with prior written approval by Project Manager or designee.

**ATTACHMENT B  
PAYMENT AND COMPENSATION**

1. **Compensation:** This is an all-inclusive, firm fixed fee Contract between the County and Contractor as further set forth in the Scope of Work, attached hereto as Attachment A.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions.**

- ~~2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:~~

~~————— **CONTRACT SHALL NOT EXCEED: \$6,122,945.41** —————~~

~~(Six Million Two Hundred Eighteen Thousand Six Hundred Forty Dollars and Three Cents)~~

<del>TERM</del>	<del>YEAR 1** (1/1/2023- 12/31/2023)</del>	<del>YEAR 2* (1/1/2024- 12/31/2024)</del>	<del>YEAR 3* (1/1/2025- 12/31/2025)</del>	<del>OVERALL TOTAL</del>
<del>ANNUAL TOTAL</del>	<del>\$2,021,911.00</del>	<del>\$2,025,202.18</del>	<del>\$2,075,832.23</del>	<del>\$6,122,945.41</del>

~~\*Annual Consumer Price Index (CPI) increase, including any extensions, shall not exceed 2.5% per year.~~

~~\*\*Total for Year 1 includes all service areas for January and February 2023.~~

~~Contractor shall submit separate invoices on a monthly basis for each service location (see Table 1.0).~~

~~**Invoices shall include an overall monthly cost and also be broken down as follows:**~~

- ~~b. Labor — include staffing hours deployed for each location~~
- ~~c. Equipment and Supplies~~
- ~~d. Training and Professional Development~~
- ~~e. Insurance~~
- ~~f. General Overhead and Administration~~

**Table 1.0**

B	Location-Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
1	Santa-Ana-River Jetty-Beach	\$ 905.00	\$ 905.00	\$ 905.00	\$ 2,712.00	\$ 3,616.00	\$ 7,232.00	\$ 10,849.00	\$ 9,040.00	\$ 2,712.00	\$ 904.00	\$ 904.00	\$ 904.00	\$ 41,588.00
2	Salt-Creek-Beach; Dana-Starnds-Beach	\$ 45,204.00	\$ 45,204.00	\$ 135,612.00	\$ 193,202.00	\$ 180,816.00	\$ 203,419.00	\$ 270,994.00	\$ 223,670.00	\$ 180,816.00	\$ 104,873.00	\$ 45,204.00	\$ 45,204.00	\$ 1,674,218.00
3	Swim-(Baby)-Beach- DP-Harbor	\$ 1,808.00	\$ 1,808.00	\$ 3,616.00	\$ 9,492.00	\$ 10,849.00	\$ 17,113.00	\$ 22,602.00	\$ 18,081.00	\$ 10,849.00	\$ 8,743.00	\$ 1,808.00	\$ 1,808.00	\$ 108,577.00
4	Copitirano-Beach	\$ 1,808.00	\$ 1,808.00	\$ 2,712.00	\$ 6,780.00	\$ 9,040.00	\$ 13,561.00	\$ 18,081.00	\$ 13,561.00	\$ 6,780.00	\$ 3,616.00	\$ 1,808.00	\$ 1,808.00	\$ 81,363.00
5	Poche-Beach	\$ 1,808.00	\$ 1,808.00	\$ 2,712.00	\$ 6,780.00	\$ 9,040.00	\$ 9,040.00	\$ 18,081.00	\$ 9,040.00	\$ 4,520.00	\$ 3,616.00	\$ 1,808.00	\$ 1,808.00	\$ 70,061.00
	<b>TOTAL</b>	\$ 51,533.00	\$ 51,533.00	\$ 145,557.00	\$ 218,966.00	\$ 213,361.00	\$ 250,365.00	\$ 340,607.00	\$ 273,392.00	\$ 205,677.00	\$ 121,752.00	\$ 51,532.00	\$ 51,532.00	\$ 1,975,807.00

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

TERM	YEAR 1** (1/1/2023-12/31/2023)	YEAR 2* (1/1/2024-12/31/2024)	YEAR 3* (1/1/2025-12/31/2025)	TOTAL NOT TO EXCEED AMOUNT
<b>CONTRACT AMOUNT</b>	\$2,021,911.00	\$2,313,386.09	\$2,402,942.23	\$6,738,239.32

\*Annual Consumer Price Index (CPI) increase, including any extensions, shall not exceed 2.5% per year.

\*\*Total for Year 1 includes all service areas for January and February 2023.

Contractor shall submit separate invoices on a monthly basis for each service location.

**A. Invoices shall include an overall monthly cost and be broken down as follows:**

- a. Labor – include staffing hours deployed for each location
- b. Equipment and Supplies
- c. Training and Professional Development
- d. Insurance
- e. General Overhead and Administration

**B. TOTAL CONTRACT NOT TO EXCEED AMOUNT: .....\$6,738,239.32**

3. **Price Increase/Decreases:** No price increases will be considered during the first period of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor’s profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - a. Contractor's name and address
  - b. Contractor's remittance address, if different from 1 above
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Contract **MA-012-23010125**
  - g. Requisition 1575792
  - h. Agency/Department's Account Number
  - i. Date of invoice
  - j. Product/service description, quantity, and prices
  - k. Sales tax, if applicable
  - l. Freight/delivery charges, if applicable
  - m. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources: Accounts Payable  
 Attn: Accounts Payable  
 601 North Ross Street, 6th Floor  
 Santa Ana, CA 92701

9. **Payment (Electronic Funds Transfer (EFT)):** County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department

DPA listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

**ATTACHMENT C****STAFFING PLAN & ORGANIZATIONAL STRUCTURE****A. KEY PERSONNEL**

Key staff members to be assigned to the Contract.

<b>Name</b>	<b>Classification/ Designation</b>	<b>Year of Experience</b>	<b>Years with Company</b>	<b>Education, Professional Licenses or Credentials</b>
Brad Herzog (Command Staff/ Management)	Captain	23	23	UCSB, USLA Adv Open Water, CA-EMT, AHA CPR Instructor, Title 22 FA, ICS 100-700, SFT Instructor, Rsc-SCUBA, RWC Operator, PC832, EVOC, FSA SAC Instructor
Josh Patton (Command Staff/ Management)	Lieutenant	23	23	UCSC, USLA Adv Open Water, CA-EMT, AHA CPR Instructor, Title 22 FA, ICS 100-700, SFT Instructor, PADI SCUBA Instructor, RWC Operator, PC832, CEVO 3, FSA SAC Instructor
Jason Ross (Command Staff/ Management)	Lieutenant	12	12	CSUF, USLA Adv Open Waater, CA-EMT, AHA CPR Instructor, Title 22 FA, ICS 100-700, SFT Instructor, PADI SCUBA Instructor, RWC Operator, PC832, CEVO 3, FSA SAC Instructor
Jason Young (Command Staff/ Management)	Chief	32	32	CSUSM, USLA Adv Open Water, CA-EMT, AHA CPR Instructor, Title 22 FA, ICS 100-700, SFT Instructor, SRT 1&2, Rsc-SCUBA, RWC Operator, PC832, EVOC, FSA SAC Instructor
Dennis Yung (Command Staff/ Management)	President	33	33	UCI, Pepperdine University, USLA Adv Open Water, ICS 100-700, PWC Operator, SRT 1&2, RBO D.B.A.W, EVOC, MBA Business Pepperdine University
John Borrego (Supervisor, Year- round)	Senior Supervisor	5	5	Santa City College, USLA Adv Open Water, CA-EMT, AHA CPR, Title 22 FA, ICS 100-700, Adv-SCUBA, RWC Operator, CEVO 3, CA Ambulance Lic
Michael Cara (Supervisor, Year- round)	Senior Supervisor	10	10	Saddleback College, USLA Adv Open Water, CA-EMT, AHA CPR Instructor, SFT Instructor, Title 22 FA, ICS 100-700, Rsc-SCUBA, RWC Operator, CEVO 3
Colton Crockett (Supervisor, Year- round)	Senior Supervisor	11	11	CSULB, USLA Adv Open Water, CA-EMT, AHA CPR, Title 22 FA, ICS 100-700, Rsc-SCUBA, RWC Operator, CEVO 3
Max Fleming (Supervisor, Year- round)	Senior Supervisor	8	8	Westmont College, USLA Adv Open Water, CA-EMT, AHA CPR, Title 22 FA, ICS 100-700, Rsc-SCUBA, RWC Operator, CEVO 3
Justin Wilson (Supervisor, Year- round)	Senior Supervisor	5	5	Saddleback College, USLA Adv Open Water, CA-EMT, AHA CPR, Title 22 FA, ICS 100-700, Rsc-SCUBA, RWC Operator, CEVO 3, CA Ambulance Lic

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

**B. SUBCONTRACTORS**

Listed below is the subcontractor by Contractor to perform services under this Contract. Any substitution or addition of Contractor’s subcontractor(s) in any given project function shall be allowed only with prior written approval of County’s Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
N/A	N/A	N/A

**C. ORGANIZATIONAL STRUCTURE**

An organizational chart (Figures 1.0 and 2.0) shall depict the overall organization as it relates to this project and the placement of key staff within that organization. *County shall expect that the key individuals responsible for the work and services will be available for consultation/meeting with the County Project Manager throughout the project.*

**FIGURE 1.0**

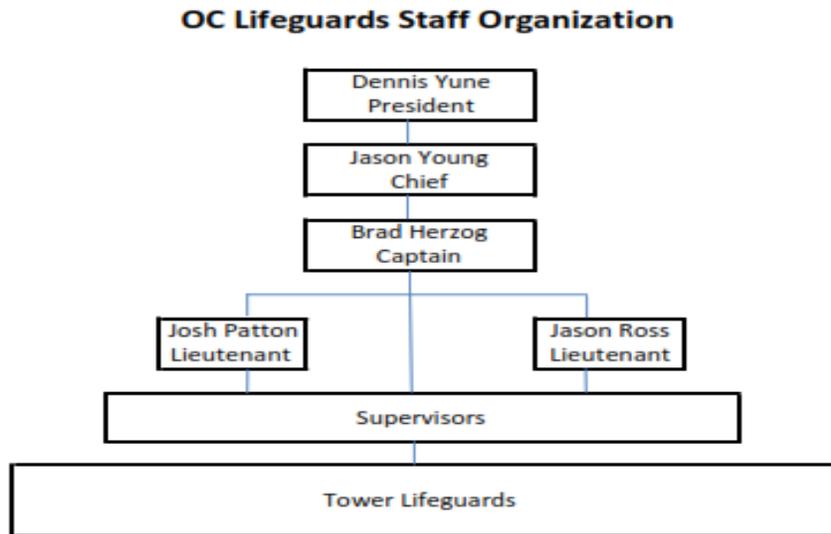
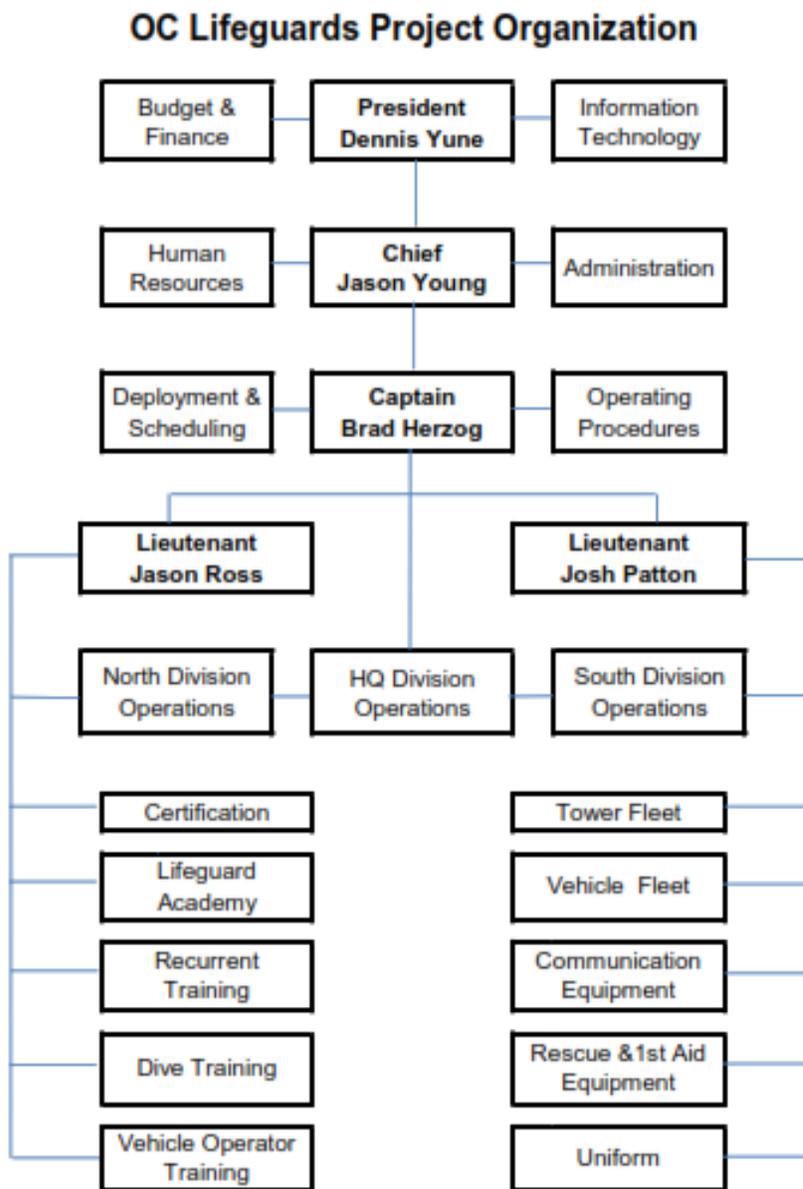


FIGURE 2.0



**EXHIBIT A**

**Maps of Orange County Beaches**

**EXHIBIT A - MAPS cont'd.****Service Area B:**

1. Santa Ana River Jetty Beach — Hours of operation: 7 am to sunset  
Address: No Physical Address. Coordinates:33°37'46.8"N , 117°57'34.6"W
2. Salt Creek Beach, including Dana Strands Beach — Hours of operation: 6am to 12am  
Address: Salt Creek Beach (33333 Coast Highway, Dana Point, CA 92629)  
Address: Dana Strands Beach (34001 Selva Road, Dana Point, CA 92629)
3. Swim (Baby) Beach – Dana Point Harbor — Hours of operation: 6am to 12am  
Address: 34451 Ensenada Place, Dana Point, CA 92629
4. Capistrano Beach — Hours of operation: 6am to 10pm  
Address: 35005 Beach Road, Dana Point, CA 92629
5. Poche Beach — Hours of operation: 6am to 10pm  
Address: 2798 N. El Camino Real, San Clemente, CA 92672





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### Salt Creek Beach

<b>DESIGNED AND PRODUCED BY:</b> OC Parks GIS
<b>DATA SOURCE:</b> - Geomatics Land Information Systems Division - Eagle Aerial 2021 - County of Orange GIS - OC Parks GIS
<small>This County of Orange GIS map is provided as a representation or reference regarding the registration or accuracy of the data from which this map was derived. Neither the County nor OC Parks/OC Parks/GIS/OC Parks GIS shall be liable under any circumstances for any errors or omissions on this map. No warranty is made by the County or OC Parks/OC Parks/GIS/OC Parks GIS for any use or any third party on account of or arising from the use of this map.</small>
<b>DATE:</b> February 25, 2022



 Lifeguard Service Area

# Lifeguard Services South Coastal Beaches





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### Dana Strands Beach

**DESIGNED AND PRODUCED BY:**  
 OCCP  
 CC Parks & GIS

**DATA SOURCE:**  
 - Geomatics Land Information Systems Division - Eagle Aerial 2021

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**DATE:** February 25, 2022



 Lifeguard Service Area

**Lifeguard Services  
 South Coastal  
 Beaches**





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 SANTA CLARA AVE

**Baby Beach  
Dana Point Harbor**

<b>DESIGNED AND PRODUCED BY:</b> OC Parks GIS
<b>DATA SOURCE:</b> - Geomatics Land Information Systems Division - Eagle Aerial 2021 This City of Orange and OC Parks GIS data was used for this map. No representation or warranty regarding the representation or accuracy of the data from which this map was derived, neither the County nor OC Parks GIS (City/County/GIS) shall be liable under any circumstances for any errors or omissions in this map. No claim by any user or any third party on account of or arising from the use of this map.
<b>DATE:</b> February 25, 2022



**Lifeguard Services  
South Coastal  
Beaches**







# Lifeguard Services South Coastal Beaches



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 Lifeguard Service Area



## Poche Beach

<b>DESIGNED AND PRODUCED BY:</b> OC Parks GIS
<b>DATA SOURCE:</b> - Geomatics Land Information Systems Division - Eagle Aerial 2021
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<b>DATE:</b> February 25, 2022

**EXHIBIT B**  
**Lifeguard Staffing Deployment Schedule**

**OC Lifeguards Annual Staffing Schedule**

The schedule listed represents average lifeguard staffing levels and may increase, decrease or shift depending on many factors including but not limited to weather, crowd activity, school recess and ocean conditions.

Lifeguard Positions	January- February		March		April	
	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday
<b>Headquarters- Div 0</b>						
Dispatch						
5791	1730-0800		1830-0800		2000-0800	
5781	0900-1600		0900-1600		1000-1800	
5761 Watercraft	Beach Launch		Beach Launch		Beach Launch	
<b>Santa Ana River- Div 1</b>						
RJ A			Sp Brk 1100-1800		Sp Brk 1100-1800	
RJ B						
<b>South Laguna- Div 2</b>						
5721A	0900-1600		0900-1600		0800-1600	
5721B						
5722A	1100-1730		1100-1830		1200-2000	
5722B						
Relief						
Aliso 1						
Aliso 2						
Aliso 3					1100-1900	
Aliso Rover						
Camels Point						
Camels Rover						
Laguna Royale						
West Street						
Tablerock					1130-1930	
Tablerock Rover						
9th Relief						
9th Street					1100-1900	
9th Street Rover						
10th Street			1100-1800			
LHR/11th Street						
<b>Salt Creek- Div 3</b>						
SC 1						
SC2						
SC3					1100-1800	
SC Rover						
DS1						
DS2						
DS3					1200-1800	
DS4						
Div 3 Relief						
5731A	0800-1500		0800-1500		0800-1600	
5731B						
5732	1100-1730		1100-1830		1200-2000	
5733						
5734						
5735						
<b>South Dana Point- Div 4</b>						
DH						
Capo						
Shorecliff						
5741			1100-1800		1100-1900	

**EXHIBIT B Cont'd**

Lifeguard Positions	May			Pre-Summer June	
	Weekend	Weekday	Mem Day Wknd	Weekend	Weekday
<b>Headquarters- Div 0</b>					
Dispatch	1200-2000		1200-2000	1200-2000	
5791	2000-0800		2000-0800	2030-0800	
5781	1000-1800		1000-1800	1000-1800	
5761 Watercraft	Beach Launch			Beach Launch	
<b>Santa Ana River- Div 1</b>					
RJ A	1100-1800		1000-1800	1000-1800	1000-1800
RJ B					
<b>South Laguna- Div 2</b>					
5721A	0800-1600		0800-1600	0800-1600	
5721B			1200-2000	1200-2000	
5722A	1100-1900	1200-2000	1100-1900	1100-1900	1200-2000
5722B					
Relief					
Aliso 1				1100-1900	
Aliso 2			1200-1900	1200-1900	1200-1900
Aliso 3	1100-1900	1100-1900	1100-1900	1000-1800	1100-1900
Aliso Rover					
Camels Point					
Camels Rover					
Laguna Royale	1200-1800		1100-1900	1100-1900	1100-1900
West Street				1200-1900	
Tablerock	1130-1930	1130-1930	1130-1930	1130-1930	1130-1930
Tablerock Rover					
9th Relief					
9th Street	1100-1900	1100-1900	1000-1800	1000-1800	1100-1900
9th Street Rover					
10th Street			1100-1900	1100-1900	
LHR/11th Street	1200-1900		1200-1900	1200-1900	1200-1900
<b>Salt Creek- Div 3</b>					
SC 1				1200-1800	
SC2			1100-1900	1100-1900	1200-1800
SC3	1100-1800		1000-1800	1000-1800	1100-1900
SC Rover					
DS1					
DS2			1100-1900	1100-1900	1100-1900
DS3	1200-1800		1000-1800	1000-1800	1000-1800
DS4				1200-1900	
Div 3 Relief					
5731A	0800-1600		0800-1600	0800-1600	0800-1600
5731B					
5732	1200-2000	1200-2000	1100-1900	1200-2000	1200-2000
5733					
5734					
5735			1200-2000		
<b>South Dana Point- Div 4</b>					
DH	1100-1800		1100-1800	1000-1800	1100-1800
Capo			1100-1800	1100-1800	
Shorecliff			1200-1600	1100-1800	1100-1800
5741	1100-1900		1100-1900	1100-1900	1100-1900

**EXHIBIT B Cont'd**

Lifeguard Positions	Summer June-1st Week of August		Late Summer August		September		
	Weekend	Weekday	Weekend	Weekday	Labor Day Weekend	Weekend	Weekday
<b>Headquarters- Div 0</b>							
Dispatch	0800-2030		0800-2030		0800-2030	1230-1930	
5791	2030-0800		2030-0800		2000-0800	1930-0800	
5781	1000-1800		1000-1800		1000-1800	1000-1800	
5761 Watercraft	Beach Launch		Beach Launch		Beach Launch		
<b>Santa Ana River- Div 1</b>							
RJ A	1000-1800	1000-1800	1000-1800	1000-1800	1000-1800	1000-1800	
RJ B	1200-1800	1200-1800	1200-1800		1200-1800		
<b>South Laguna- Div 2</b>							
5721A	0800-1600		0800-1600		0800-1600	0800-1600	
5721B	1230-2030	1200-2030	1200-2030		1200-2030		
5722A	1000-1800	1100-1900	1000-1800	1200-2000	1000-1800	1130-1930	1130-1930
5722B	1200-2000	1200-1800	1200-2000		1200-2000		
Relief	1200-1800	1200-2000	1200-1800		1200-1800		
Aliso 1	1100-1900		1100-1900		1100-1900		
Aliso 2	1200-1800		1200-1800		1200-1800		
Aliso 3	0900-2000 A/B	0900-1700	0900-2000 A/B	1100-1900	0900-2000 A/B	1100-1900	
Aliso Rover	1300-1900	1300-1900	1300-2000		1300-2000		
Camels Point	1000-1800		1000-1800		1000-1800		
Camels Rover	1200-1800 July 4th				1200-1800		
Laguna Royale	1100-1900		1100-1900		1100-1900		
West Street	1200-2000		1200-2000		1200-2000		
Tablerock	1200-2000		1200-2000		1130-1930	1200-2000	1100-1900
Tablerock Rover	1000-1700		1000-1700			1000-1700	
9th Relief	1100-1900	1100-1900	1100-1900		1100-1900		
9th Street	1000-1800	1000-1800	1000-1800	1100-1900	1000-1800	1100-1900	
9th Street Rover	1200-1800	1200-1800	1200-1800		1200-1800		
10th Street	1100-1900	1100-1900	1100-1900		1100-1900		
LHR/11th Street	1200-2000	1200-2000	1200-2000	1200-1900	1200-2000		
<b>Salt Creek- Div 3</b>							
SC 1	1200-2000	1200-2000	1200-2000		1200-2000		
SC2	1000-1800	1000-1800	1000-1800		1000-1800		
SC3	0900-1700	0900-1700	0900-1700	1100-1900	0900-1700	1100-1900	
SC Rover	1100-0900	1100-0900	1100-0900		1100-0900		
DS1	1200-2000	1200-2000	1200-2000		1200-2000		
DS2	1000-1800	1000-1800	1000-1800		1000-1800		
DS3	1100-1900	1100-1900	1100-1900	1100-1900	1100-1900	1100-1900	
DS4	1000-1800	1000-1800	1000-1800		1000-1800		
Div 3 Relief	1200-2000	1200-2000	1200-2000		1200-2000		
5731A	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	
5731B	0900-1700	0900-1700	0900-1700		0900-1700		
5732	1000-1800	1000-1800	1000-1800	1200-2000	1000-1800	1130-1930	1130-1930
5733	1200-2000	1200-2000	1200-2000		1200-2000		
5734	1400-2000		1400-2000		1400-2000		
5735	1230-2030	1230-2030	1230-2030		1230-2030		
<b>South Dana Point- Div 4</b>							
DH	1000-1800	1000-1800	1000-1800	1000-1800	1000-1800		
Capo	1100-1800	1100-1800	1100-1800		1100-1800		
Shorecliff	1100-1800	1100-1800	1100-1800		1100-1800		
5741	1100-1900	1100-1900	1100-1900	1100-1900	1100-1900	1100-1900	

**EXHIBIT B Cont'd**

Lifeguard Positions	October		November- December	
	Weekend	Weekday	Weekend	Weekday
<b>Headquarters- Div 0</b>				
Dispatch				
5791	1900-0800		1730-0800	
5781	0900-1600		0900-1600	
5761 Watercraft	Beach Launch		Beach Launch	
<b>Santa Ana River- Div 1</b>				
RJ A				
RJ B				
<b>South Laguna- Div 2</b>				
5721A	0900-1600		0900-1600	
5721B				
5722A	1200-1900		1000-1700	
5722B				
Relief				
Aliso 1				
Aliso 2				
Aliso 3				
Aliso Rover				
Camels Point				
Camels Rover				
Laguna Royale				
West Street				
Tablerock				
Tablerock Rover				
9th Relief				
9th Street				
9th Street Rover				
10th Street				
LHR/11th Street				
<b>Salt Creek- Div 3</b>				
SC 1				
SC2				
SC3				
SC Rover				
DS1				
DS2				
DS3				
DS4				
Div 3 Relief				
5731A	0800-1500		0800-1500	
5731B				
5732	1200-1900		1100-1700	
5733				
5734				
5735				
<b>South Dana Point- Div 4</b>				
DH				
Capo				
Shorecliff				
5741				

**EXHIBIT C**

**Contractor Safety Forms**

Contractor Safety - Activity Checklist  
Jobsite Safety Inspection Checklist  
County's Safety and Loss Prevention Policy and Procedure #306

## Contractor Safety – Activity Checklist

**Instructions:**

The Safety Checklist is a tool for Contractors to help identify the tasks, hazards, and controls, based upon their scope of work, and to properly align them with California Occupational Safety and Health Administration's requirements.

The Safety Checklist is intended to be filled out by general contractors to incorporate their work and the work of all their lower tier subcontractors. Filling out the Safety Checklist helps determine if the General Contractor and its Subcontractor(s) is taking into account expected hazards and controls based upon the scope of work. This information should ultimately help all Contractors with completing their Job Hazard Analysis (JHA) documents.

DATE:			
General Contractor Company Name and Phone No.:			
Project Title:			
Project Start Date:			
Project Location:			

**1. Site Safety Representative:**

Provide the name(s) of those person(s) onsite who are capable of identifying existing and predictable hazards in the surrounding or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them. The Contractor shall ensure that their Site Safety Representative(s) listed have been appropriately trained as applicable.

Site Safety Representative:	
Site Safety Representative:	

**2. Cal/OSHA Competent & Qualified Person(s):**

Provide the name(s) of those persons onsite who by possession of a recognized degree, certification, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems relating to the subject matter, the work, or the project. The Contractor shall ensure that each qualified and competent person listed has been trained in the following areas as applicable:

Asbestos Competent Person:	
Lead Competent Person:	
Crane Competent Person:	
Confined Space Entry Supervisor:	
Demolition Competent Person:	
Electrical LOTO Qualified Person(s):	
Energized Electrical Qualified Electrical Worker(s):	
Excavation & Trenching Competent Person:	
Fall Protection Competent Person:	
Fall Protection Qualified Person:	
Ladder Competent Person:	
Scaffold Competent Person:	
Steel Erection Competent Person:	

**3. Personal Protective Equipment:**

Safety glasses, hard hats and work boots are required 100% of the time while working within the designated construction area on any construction or facilities maintenance project. High visibility safety vests are required on most construction sites.

Additional task-specific PPE will be required based on the answers below:

<b>3a Identify the PPE that you will require based on the hazards of the tasks to be performed:</b>		
Full Face Shields	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Chemical Splash Goggles	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Welders Hood and Goggles, Leathers Gloves	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Steel Toed Boots,	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Work Gloves	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Ear plugs Or Ear Muffs	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Other (describe)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

<b>3a Identify Specialty PPE</b>		
Fall Protection: Active or passive fall protection is required any time the worker is either above 4 feet (maintenance work) or above 6 feet (construction work).	NA <input type="checkbox"/>	
Subcontractor will submit the following documentation for fall protection: - Fall Protection Work Plan - Training Records	YES <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> NO <input type="checkbox"/>
Electrical PPE: Identify electrical PPE to be worn.	<b>NA</b> <input type="checkbox"/>	
Head protection	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Eye & Face	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rubber-Insulating Gloves	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rubber-Insulating Sleeves	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Leather Protectors	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Dielectric Footwear	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Flame Resistant (FR) Clothing	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FR Face Protection Products	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FR Outerwear (Raingear, etc.)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Respiratory Protection: Subcontractor will submit the following documentation for respirator use: - Respiratory Protection Plan: - Medical Surveillance Release (remove/blacken out personal information): - Quantitative Fit Test Records: - Qualitative Fit Test Records: - Training Records:	<b>NA</b> <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/>	 NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/>

**4. Hand and Power Tools** NA

Will the work involve the use of electrically powered tools?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work involve the use of pneumatically powered tools?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work performed on this project involve the use of powder-actuated tools?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for Powder Actuated tools: - Training Records:	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**5. Ground & Surface Penetrations** NA

Will the work scope require you to cut into, chip into, drill into, or make any other penetrations into walls, ceilings or floors deeper than 1 5/8"?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work scope require you to excavate, trench, dig, or otherwise penetrate into the ground (including use of stakes or poles) deeper than 1 5/8"?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work scope require you to penetrate into any concrete surface at any depth?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have building surfaces or structures to be penetrated been evaluated for lead and asbestos?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**6. Excavation and Trenching** NA

Will this work scope involve any excavation up to 5 feet deep?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will this work scope involve any excavation deeper than 5 feet?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will this work scope involve sanitary sewer line repair or replacement?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Will this work scope involve storm sewer line repair or replacement?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for Excavation and Trenching: - JHA detailing Shoring Plan - Training Records	YES <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> NO <input type="checkbox"/>

**7. Demolition** **NA**

The Contractor has signed off on the Isolation Plan: Electrical, Gas, Water, Steam, or other Utilities?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for Demolition Plan: - An Isolation Plan along with a SOP for startup.	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**8. Traffic & Pedestrian Control** **NA**

Will this work scope require ANY traffic or pedestrian disruptions? Blocking or partially blocking any roadway, walkway or driveway...?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items: - Traffic & Pedestrian Plan - Training Records for Flaggers	YES <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> NO <input type="checkbox"/>

**9. Hazardous Energy Control (Lock out Tag out)** **NA**

Will you be doing any electrical work? If "YES", your company must submit a copy of your electrical safety program outlining how you meet the requirements of NFPA 70E.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Electrical work includes: - Working within 42 inches of an energized electrical part (for example; working inside a VFD with an unshielded line side or working within 42 inches of an energized crane bus bar). - Testing for zero energy - Troubleshooting, and inspecting - Making changes to the facility electrical system (for example; replacing breakers or wiring).		
Will your work involve working on non-electrical systems that contain hazardous energy? [ ] Mechanical [ ] Pneumatic [ ] Chemical [ ] Thermal [ ] Hydraulic [ ] Water [ ] Steam [ ] Gas	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will your work include service, maintenance, or modification of equipment in which the unexpected energization or start-up of the equipment, or the release of stored energy, could cause injury to people or damage to equipment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will your work require you to overlock onto an existing LOTO lock to protect from hazardous energy?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are you removing or opening any electrical equipment covers of electrical equipment? For example boxes, panels, disconnect switches, etc.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are you doing any demolition work that will require the removal of electrical equipment, walls, partitions, building structures, piping systems, ducts, etc.?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are you working in the travel path of a crane, hoists, or other equipment that present crush or pinch hazards?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will your work require installing, repairing or modifying rotating equipment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will your work require the potential exposure to more than 250 volts?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

<p>NOTE: A LOTO Permit is not required when the following requirements are met:</p> <ul style="list-style-type: none"> <li>- The equipment is electrically connected by a cord and plug.</li> <li>- Unplugging the equipment removes all forms of hazardous energy.</li> <li>- The plug will remain constantly under the exclusive control of the servicing technician for the duration of the installation, servicing and maintenance process.</li> </ul>		

**10. Elevated Work Surfaces** (aerial / scissors lifts, scaffolds or ladders) **NA**

Identify what will be used on this project below:		
<b>Elevated Work Platforms</b>		
Aerial Lift	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Articulating Boom Lift	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Scissor Lift	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Man-Lift	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Other (identify)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for aerial and platform lifts: - Training Records for each person operating lift.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Scaffolding</b>		
Tubular & Coupler Scaffolding	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rolling Scaffold	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Mobile Scaffold	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Mason/Bricklayers Scaffold	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Other (describe):	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for scaffold use: - Training records for each person erecting and disassembling scaffold. - A written fall protection plan (such as the LBNL fall protection matrix) - Training records for users of fall protection - Training records for scaffold users	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Identify ladders that will be used on this project below:		
6' or smaller A-Frame or Platform Ladder	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6' to 12' A-Frame or Platform Ladder.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12' or greater A-Frame or Platform Ladder.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Extension Ladder less than 24'	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Extension Ladder over 24'	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**11. Cranes & Heavy Equipment** **NA**

Identify cranes or heavy equipment that will be used on this project below:		
Backhoe	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Front End Loader	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Excavator	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Crane Under 3 Tons	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Crane Over 3 Tons	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Forklift	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Other (identify)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Contractor will submit the following items for crane or heavy equipment:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Crane current annual inspection certification:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Crane quadrennial proof load test certification:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Crane operator's license:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Backhoe, Front End Loader, Excavator proof of competency	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Forklift operator certification/license:	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**12. Fire Protection & Prevention** **NA**

Will work include the use of open flames such as torches, welders, grinders, tar pots or any other tool or process/procedure that could cause sparks or open flames?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will work be performed near combustible storage containers?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will there be on-site refueling of equipment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has a Fire Watch been training in the use of fire extinguisher and emergency procedures for the work being performed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit for hot work activities:	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**13. Steel Erection and Assembly** **NA**

Is steel erection part of this work scope?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for Steel Erection and Assembly:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Site-Specific Erection plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Fall protection work plan (per ANSI/ASSE Z359)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**14. Hazardous Substances or Materials** **NA**

Certain existing building components or materials that may be impacted by the work of this project are known or presumed to contain hazardous materials including, but not limited to, asbestos and lead. Comply with the applicable abatement sections and safety requirements of the contract documents. Should the contractor(s) or subcontractor(s) determine or believe that any building component or material, not already noted as containing a hazardous material, contains asbestos, lead, or other hazardous material, they shall notify the County of Orange immediately. Common building materials that contain asbestos include floor tile and mastic, sheetrock and taping compound, pipe insulation, fire doors, and transite. Paint surfaces and settled dust commonly contain lead.

*The Contractor is required to perform their own exposure assessments for hazardous materials.*

Will the work involve the use of any chemicals, such as paints, solvents, adhesives, epoxy coatings, fuels or other hazardous materials?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are all personnel using these materials trained in safe handling?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will there be an emergency eyewash and shower in the immediate work area at a location that can be reached by a blinded worker in an uncomplicated and unimpeded path within 10 seconds travel time (approximately 50 feet)? If "NO", a portable eyewash station, capable of providing 15 minutes of continuous water flow, shall be provided (handheld squeeze bottle type is not allowed) that meets the same access requirement listed above?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will employees be potentially exposed to airborne concentrations of hazardous gas, fume, dust or mist?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Will SDS(s) be available to the workers onsite?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will respirators be required?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Describe the type of respiratory protection to be used:		

**15. Permit-Required Confined Space Entry** NA

Will the scope of your work require you to be working in a confined space where physical or atmospheric hazards (i.e. Flammable or Toxic) may be present?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for Confined Space Entry:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Contractor's Confined Space Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Example Alternate Method, Reclassification, and Permit-required Confined Space Entry Permits	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Training records	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**16. Welding / Hot Cutting** NA

Will the work involve welding/cutting steel at painted surface?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work involve welding/cutting stainless steel?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for welding or hot cutting on <b>non-lead</b> containing surfaces (new steel construction):		
- Respiratory Protection Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Qualitatively fit tested ½ mask negative pressure respirator with fit test records	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Medical approval to wear respirators	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory protection training records	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for welding or hot cutting on <b>lead</b> containing surfaces (where lead paint exists or has been abated):		
- Respiratory Protection Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Quantitatively fit tested full face-piece Powered Air Purifying Respirator (PAPR) and fit test records	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Medical approval to wear respirators	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Blood lead baseline sample results (excluding employee SSNs)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Documentation that workers have received lead awareness training.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory protection training records	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for welding or hot cutting on <b>stainless steel</b> :	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory Protection Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Quantitatively fit tested, full face-piece negative pressure respirator and fit test records.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Medical approval to wear respirators	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Documentation of hexavalent chromium training.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory protection training records	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**17. Lead Paint** **NA**

Will the work involve sanding, grinding, scraping, brazing, cutting, welding, removing or otherwise disturbing painted surfaces in such a way that lead particles may become airborne?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for lead paint removal:		
- JHA for lead paint removal	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Site-Specific Lead Compliance Plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory Protection Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Company's Lead Compliance Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Department of Public Health Lead Worker & Supervisor Training Certificates	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Full face-piece negative pressure respirator with quantitative fit test	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Medical approvals for respirator use	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory protection training records	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**18. Asbestos** **NA**

Will the work require asbestos removal or disturbance?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work require a 10-day notification to (BAAQMD) for renovations involving RACM greater than or equal to 100 linear feet 100 sq. ft, or 35 cu ft prior to renovations?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for asbestos removal:		
- Site Specific Asbestos Compliance Plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- JHA addressing asbestos hazards	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory Protection Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Subcontractor's Asbestos Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Asbestos Worker Training Certificates	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Medical approvals & fit test records for respirator use	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory protection training records	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**19. Application of Paint and Other Coatings** **NA**

Does the scope of your work include sanding, scraping, grinding, washing or other prep activity?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
How will the paint / coating be applied?:		
Sprayed	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rolled	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Other (describe)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for Painting and application of other coatings:		
- JHA detailing the work plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory Protection Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Qualitative respirator fit test records	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Medical approval to wear respirators	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Respiratory protection training records	YES <input type="checkbox"/>	NO <input type="checkbox"/>
- Minimum of ½ mask, air-purifying respirator (Full face piece, air-purifying or Powered Air Purifying Respirators may be required depending on product, task, and environmental factors).	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**20. Sanitation** **NA**

Will the scope of work require the Contractor to provide temporary washing facilities and toilets?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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**21. Silica Dust** **NA**

Will work involve jack-hammering, roto-hammering, drilling, grinding or other disturbance of concrete or use of products that contain crystalline silica that might create silica dust?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will work involve wet slab or wall concrete cutting, drilling, and coring or cutting/sanding drywall or joint compound?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If "YES" to either of the above questions, describe below the method of dust control and control of worker and other persons who could be exposed, such as using wet methods and respiratory protection/training:  Subcontractor will submit the following items: <ul style="list-style-type: none"> <li>- JHA describing silica hazards and controls</li> <li>- Subcontractor's Respirator Protection Program</li> <li>- For indoor work: Quantitatively fit tested full face-piece, air-purifying respirator along with fit test records</li> <li>- For outdoor work: Qualitatively fit tested ½ mask negative pressure respirator along with fit test records</li> <li>- Medical approval to wear respirators</li> <li>- Respiratory protection training records</li> <li>- Documentation of silica hazards awareness training</li> </ul>	YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/>

**22. Company Related Programs** **NA**

<b>Heat Related Illness Program</b> Is heat related illness a potential hazard for this scope of work?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Is a heat related illness prevention program in place per Cal/OSHA requirements?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Ergonomics Program</b> Does the Contractor have an Ergonomics Program in place?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**23. Radiation and Laser Safety** **NA**

Will radioactive material/sources be used?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will you be working on a class 3B or Class 4 laser?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will you be working on a microwave source greater than 5mW/cm2?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Describe below:		

Contractor shall perform and document a Job Hazard Analysis (JHA) to identify hazards and develop controls for site specific conditions.



# Jobsite Safety Inspection

Jobsite Location:

Date:

Inspected by:

Others present:

## 1) Site Access

- Clean, level ground
- Adequate stairs, ramps, ladders
- Adequate Lighting

## 2) Postings & Signage

- Cal/OSHA Postings
- Warning Signs
- Emergency Procedures/Phone Numbers

## 3) Fire Protection

- Fire Extinguishers present at appropriate distances (General @75ft., Construction @100ft.)
- Fire Extinguishers fully charged
- Fire Extinguishers adequately identified
- Fire/Emergency Plan in place

## 4) Housekeeping

- Clear walkways
- Clean work area
- Clear access/exits
- Extension cords properly used, in good condition
- Adequate restrooms and hand washing facilities
- Adequate lighting

## 5) First Aid & Hygiene

- Adequate first aid supplies on site
- First aid kits adequately identified
- First aid kits easily accessed
- First aid kits inspected

## 6) Worker Education & Training

- Staff properly trained
- Company safety programs in place
- Workers observed following safety guidelines
- Injury/hazard reporting process in place
- Management/Supervision available on site
- Safety Manager/Representative on site

## 7) Material Handling & Storage

- Properly located
- Safely piled, stacked, bundled
- Properly moved and lifted
- Properly labeled
- Inventory available of Hazardous Chemicals
- Safety Data Sheets readily available for Hazardous chemicals
- Hazard Communication Program shared

## 8) Guardrails & Barricades

- Located where required (e.g. Skylights, Confined Spaces, Rooftop edges, etc.)
- Properly constructed
- Adequately secured

## 9) Personal Protective Equipment (PPE)

- PPE inspected before use
- Foot Protection worn
- Hand Protection worn
- Hard Hats worn
- Fall Protection worn
- Hearing Protection worn
- Respiratory Protection worn (e.g. Wildfire smoke, Welding fume, Silica exposure, etc.)
- Protective eyewear worn

## 10) Ladders

- Labels are legible
- Proper Angle
- Proper Size and Type
- Safe/Usable Condition
- Extend at least 3 feet above upper landing surface
- Properly used

## 11) Scaffolds

- Properly erected (planked and secured)
- Proper toe boards and guardrails
- Competent person on-site during erection and disassembling

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### 12) Lifts (Forklift, Scissor Lift, Boom Lift)

- Lift operators properly trained
- Lifts inspected before use (every shift)
- Used in a safe manner
- Seatbelt worn

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### 13) Cranes and Hoists

- Lift/Load plans available
- Inspected before use
- Maintenance log available
- Competent/Certified operator
- Tag Lines in place and used properly
- Signaler/Spotter in place

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### 14) Fall Protection

- Fall Arrest Systems inspected
- Fall Arrest Systems properly worn
- Unprotected openings and ledges identified, marked, and protected

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### 15) Power Tools and Equipment

- Good working condition
- Proper guards in place
- Powder-Actuated tools used by trained operators

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### 16) Electrical Work

- Properly trained personnel
- Properly labeled breakers/circuits (including high voltage areas)
- Overhead lines flagged/identified with signage
- Surface cables properly guarded/secured
- Proper personal protective equipment used
- Hazardous energy control/Lock Out Tag Out procedures in place
- Hazardous Energy Control Plan and/or Lock out Tag out Program shared

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### 17) Welding (Soldering and Brazing)

- Cylinders properly labeled
- Cylinders properly secured
- Cylinders properly stored (e.g. incompatible gases segregated, fire barriers maintained, etc.)
- Proper screens in place
- Proper ventilation/exhaust in place
- Fire extinguisher readily available

- Fire Watch in place
- Proper eye protection used
- Hot Work Permits in place

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### 18) Compressed Gas Cylinders

- Properly secured
- Properly stored
- Proper signage and identification
- Valves, hoses, and attachments in good condition

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### 19) Confined Spaces

- Proper signage for spaces
- Permits in place where required
- Air monitoring conducting before and during entries
- Rescue equipment readily available when required
- Trained emergency rescue staff on standby when required
- Confined Space Program shared

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### 20) Trenches & Excavations

- Proper permit in place
- Competent Person present
- Properly sloped, where required
- Excavated soil properly placed
- Appropriate shoring used
- Proper access/exit to trench
- Proper storage of materials in and above trench

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### 21) Traffic Control

- Trained traffic controllers
- Properly located
- Proper signage
- Properly dressed/equipped personnel (including vests)

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### 22) Heat and Illness

- Sufficient Water
- Access to Shade
- High Heat Procedures
- Emergency Response Procedures

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<b>NUMBER:</b>	<b>306</b>	<b>DATE ISSUED:</b>	<b>07/01/91</b>
<b>SUBJECT:</b>	<b>Contractor Safety Responsibilities</b>	<b>EFFECTIVE DATE:</b>	<b>07/01/91</b>
		<b>LAST REVISED:</b>	<b>06/01/14</b>

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**PURPOSE:** To establish written responsibilities for all Contractors while performing a service for the County

**POLICY:** Contractors doing business with the County, and lessees utilizing county facilities, are required to conduct all operations under contractual agreements and arrangements with the county in a safe manner.

**OBJECTIVE:** Contractors shall maintain a safe and healthful environment consistent with the County of Orange's Safety and Loss Prevention Program, Cal/OSHA and all applicable laws and regulations.

**SCOPE:** All Contractors doing business with the County.

**REFERENCES:** California Code of Regulations, Title 8, General Industry Safety Orders, Construction Safety Orders, and other Safety Orders that apply to the operation being performed.  
California Labor Code, Sections 6300 and 6400

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## **I. Introduction**

County of Orange and its departments recognize that many hazards are inherent in construction and other contract work. Compliance with safety regulations can prevent most serious injuries. This procedure will serve as notification of County of Orange safety requirements to contractors, including subcontractors, who perform work for County of Orange. It should not be assumed that this procedure covers all applicable safety and health laws. While onsite, contractors are required to follow applicable federal, state and local safety and health regulations, as well as, County of Orange Policies.

The contractor is responsible and accountable for the safety of their employees. However, the county reserves the right to require the contractor to discontinue operation at any time it determines that the contractor's actions are exposing non-contractor individuals to an unsafe situation or environmental requirements/regulations are NOT being met.

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## **II. Emergency Information**

Contractors must abide by all alarms and evacuation procedures as established by County departments. Any alarm triggered by the contractor must be reported immediately and a representative must be available to address the incident. The County Department Safety Representative (DSR) should be notified.

### **Important Telephone Numbers:**

All Emergencies	9-1-1
County Safety Officer	714-285-5535
County of Orange Project Manager	_____
Cal/OSHA (for serious injuries) 2000 E. McFadden, Suite 122, Santa Ana, CA 92705	714-558-4451

### **CAL/OSHA DEFINES A FATAL, SERIOUS INJURY OR ILLNESS AS:**

- *An employee who is hospitalized for a period in excess of twenty-four hours, other than for medical observation.*
- *An employee who suffers any serious degree of permanent disfigurement or amputation of any part of his / her body.*
- *An employee who is killed while in the performance of his / her duties.*  
*California Code of Regulation (CCR), Title 8, Section 330 and 342*

**As of January 1, 2003 – If an employer fails to report to Cal/OSHA a fatal injury or serious injury or illness to an employee within 8 hours will be subject to a minimum civil penalty of \$5,000.**

**Reporting a Fatality or Serious Injury:** A Fatality or serious injury sustained by an employee of the general contractor or its sub-contractors must be immediately reported via telephone within 8 hours of an incident to Cal/OSHA (see phone number above). The contractor shall also **IMMEDIATELY** notify the County Safety Officer during normal work hours at (714) 285-5535 and for after hours (714) 981-6288. Within 48 hours furnish the County Safety Officer with a copy of any accident/incident report that is

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generated to: Risk Management/Safety, P.O. Box 327, Santa Ana, CA 92702). If a person is seriously injured, the general contractor will keep the county informed of that person's condition through the County Project Manager.

### III. General Requirements

**Those projects involving offending odors, excessive noise, or other irritating environmental agents may require work during "after hours" and or weekends.**

The contractor must maintain all required permits and licenses for the job. Such permits and licenses must be available at the job site for inspection/audit.

#### **Emergency Evacuations**

Upon hearing any alarms or obtaining notification from the department, the contractor must stop all work. This includes ceasing all welding and burning activities and shutting off all equipment. Contractor's personnel shall evacuate to a location 150 feet away from the building, which has been pre-determined by the contractor. The contractor shall account for all contract personnel. The contractor will report any individuals that cannot be accounted for to building emergency personnel to coordinate possible rescue attempts with emergency response personnel. Contractor personnel shall remain in the area until the "ALL CLEAR" is announced and they are instructed to return to work.

*California Code of Regulation (CCR), Title 19, Section 3.10 and CCR, Title 8, Section 3220*

#### **Fire Alarms**

Fire alarms must remain operational at construction sites involving occupied buildings. In the event that the alarm system must be deactivated for more than four hours, the contractor must notify the Project Manager and the County Safety Officer (714-285-5535). Whoever monitors the alarm activation must be notified along with the local fire district. Approval to shut down a system will be given only with sufficient prior notice, where there is a demonstrated need, and the occupants of the building are not exposed to undo risk.

A fire watch is required whenever a fire alarm system is deactivated for more than four hours. The contractor is responsible for funding a fire watch.

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### **Contractor Employee Conduct**

Each contractor shall insure that their employees and sub-contractor employees conduct themselves in a proper manner while working within County operations. Gestures, remarks, cat calls, whistling, or anything of a derogatory nature will not be tolerated.

### **Housekeeping**

The contractor shall keep the work area, specifically walking and working surfaces, clean and free from debris and trash which could cause slipping and tripping hazards. Tools and materials shall be kept and stored in an orderly fashion.

*California Code of Regulation (CCR), Title 8, Section 1513*

### **Injury and Illness Prevention Program**

Contractors shall submit a copy of their general Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The contractor's IIPP shall meet the minimum requirement of California Code of Regulations (CCR), Title 8, Sections 1509 or 3203. Contractors shall submit other safety programs that pertain to the type of job that will be performed on site. Some examples are, but not all inclusive: confined space, fall protection, lockout/tagout, trenching and shoring, and asbestos and lead certifications. The County Safety Office is available to assist County project management in evaluating the contractor's IIPP.

*California Code of Regulation (CCR), Title 8, Sections 1509 and 3203*

### **Lighting**

Walkways must remain lighted for the safety of the pedestrian. When construction activity impacts the lighting of the surrounding area or walkways, the contractor must provide temporary lighting to compensate for the loss. The county requires a minimum of (1) one foot candles for walkways and parking lots. Building entrances must be maintained at (5) five foot candles.

*1994 Uniform Building Code (UBC) 400A*

### **Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS)**

MSDSs/SDSs on all material used on the project must be submitted to the Project Manager for review prior to the start of the project. Products containing carcinogens, asbestos and lead are not allowed to be brought onsite and used for any project without prior approval from the Project Manager. The Industrial Hygienist with CEO/Risk Management can assist project management regarding questions on an MSDS/SDS.

*California Code of Regulation (CCR), Title 8, Section 5194*

### **Noise**

The contractor shall endeavor to keep the work area as quiet as possible. If power activated tools, screw guns, or other such devices must be used to accomplish the work,

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the contractor shall notify the Project Manager and advise him of the type of equipment to be used and the duration of the work to be done. At times it will become necessary for the contractor to stop work immediately when advised by the Project Manager, the department or County Safety Officer that the work is adversely affecting employees and or work areas.

### **Personal Protection**

All required personal protective equipment (PPE) will be provided by the contractor. Its use is mandatory and enforcement is the responsibility of the contractor. Contractor's supervisor shall ensure that his employees wear appropriate clothing that provides adequate protection from normal hazards associated with the job. Examples of PPE are head, eye, hearing, hand, respiratory and fall protection equipment. All PPE used must meet ANSI or Cal OSHA standards.

*California Code of Regulation (CCR), Title 8, Section 1514*

### **Smoking**

In accordance with California State Law and the COUNTY OF ORANGE policy, there is no smoking inside any county facility or within 20 feet of any entrance, exit and operable service window.

*California Government Code, Sections 7596-7598 and OCCO 4-7-1*

### **Stairways and Corridor Egress**

Stairwells, elevator lobbies and corridors are intended to provide a safe means for occupants to exit the building and emergency personnel to access the scene. The exit corridors of all areas are required to be kept clear and unblocked at all times, regardless of their width. All carts, supplies, ladders, tools, etc. must be kept out of corridors or stairways when not in use. Some projects may require construction occupying part of the corridor width. When this happens, it is extremely important that the remaining corridor(s) be clear. If an entire corridor or exit must be blocked off for a project, the contractor must get permission from the Project Manager.

*Uniform Fire Code, Article 12 and California Code of Regulation (CCR), Title 8, Section 3215*

### **Trash, Waste, and Scrap Disposal**

All trash, waste, and scrap must be disposed of each day in proper containers supplied by the contractor. All hazardous waste storage and disposal is to be coordinated with the project management.

Take measures to protect adjacent areas to the construction area from dirt, dust, and debris. Debris shall not be allowed to accumulate within or around the work area. The

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worksite and surrounding area, especially stairways, corridors, and walkways, must be kept clear of obstructions, waste, and dust which may create tripping, slipping, or egress hazards.

*California Code of Regulation (CCR), Title 8, Section 1736*

**Tools (Powered or Non-Powered)**

Power tools shall be maintained in a safe working condition. Designed safety features such as guards and interlocks shall NOT be removed or disabled. Tools shall be tied off when used overhead. Tools powered by gasoline shall not be used inside county buildings unless prior permission given by the Project Manager and safeguards are put in place to reduce exposure to building occupants.

*California Code of Regulation (CCR), Title 8, Section 1707*

#### **IV. Construction Safety and Hazard Communication Requirement**

**Asbestos / Lead**

Asbestos and lead may be present in buildings where the contractor is working. Contractors must consult with the Project Manager to determine if contracted work will involve the disturbance of asbestos and/or lead. Contractors conducting asbestos or lead abatement work must meet all eligibility requirements established by regulatory agencies.

Any time the contractor finds suspected asbestos containing materials that were not previously identified, the contractor must immediately stop work and contact the Project Manager for the County.

All work shall, at a minimum, comply with all requirements specified by the Environmental Protection Agency (EPA), and California Code of Regulations (CCR), Title 8 pertaining to asbestos or lead.

Contractors shall submit a copy of their work plan to the Project Manager or designated safety consultant prior to commencing any abatement project. The work plan shall include, at a minimum, the scope of work, all up-to-date training and medical records, all required licenses, MSDSs of chemicals used for the project, and all permits.

All hazardous and non-hazardous waste generated from abatement projects MUST be properly manifested per EPA/DOT regulations and signed by the contractor or his designee.

Prior to any hazardous material abatement job such as asbestos or lead abatement, the contractor MUST notify and coordinate with Facilities Management personnel to shut down the air handler unit(s) serving the abatement area.

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The contractor will obtain necessary permits or registrations from applicable environmental agencies (e.g. South Coast Air Quality Management District, Cal OSHA, etc.) **PRIOR** to beginning any work that will require such a permit. Copies of all permits/registrations will be included in the work plan and submitted to the Project Manager **in advance** of such work.

*California Code of Regulation (CCR), Title 8, Sections 1529 and 5208*

### **Barricades and Opening Protection**

Barricades and warnings are required around all construction sites. In addition, adequate protection must be given to excavations, holes, or openings in floors or roofs, elevated platforms, and around overhead work to protect people from falling objects.

- Unless the general area is protected, barricades must be erected before any excavation and extended as the excavation progresses.
- Barricaded areas which contain an opening or hole for access must be protected during working hours and must be secured at the end of each day.
- All holes or openings through floors or decking at all elevations must be immediately covered or barricaded. Material or equipment must never be stored on an excavation cover or inside an excavated area.
- Hole covers must be secured or cleated so they CANNOT slip, and they must extend adequately beyond the edge of the hole.
- Barricade shall not create a trip hazard. Any potential trip hazards should be clearly marked.
- The type of barricading system, whether it is fencing, caution tape or some other means must be discussed with the Project Manager and/or in consultation with the County Safety Officer to provide protection for County employees and public users of that service.
- Warning signs should be placed on barricade/fence for the duration of the construction project. Warning sign verbiage shall be coordinated through the Project Manager.

*California Code of Regulation (CCR), Title 8, Section 3212*

### **Confined Space**

The contractor must notify the Project Manager and submit a copy of their Confined Space Program if work in a confined space is planned. The contractor's Confined Space program shall, at a minimum, comply with California Code of Regulations (CCR), Title 8 requirements pertaining to confined spaces. The contractor is responsible for providing his own monitoring and rescue equipment necessary for safe confined space entry.

*California Code of Regulation (CCR), Title 8, Section 5157*

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### **Electrical**

Contractors conducting high-voltage electrical work must be approved for such work by Cal/OSHA. All work shall, at a minimum, comply with all requirements specified in California Code of Regulations (CCR), Title 8 pertaining to High Voltage, Electrical, and specifically to Subchapter 5 – Electrical Safety Orders.

Household electrical extension cords are never permitted in County operations. If a heavy duty electrical cord is used on a temporary basis (a one day use and then unplugged and put away), it must be in good condition and must not create a trip hazard in hallways or on pedestrian walkways. Cords that stretch across walkways must be entirely covered, secured, elevated, or protected by other means when exposed to damage, water, or where they create tripping hazards.

Keep all electrical room doors secured when unoccupied.

Lockout/tagout procedures must be observed when working with electrical equipment. Please refer to Lockout/tagout section of this document.

Machinery or equipment must not be operated within fifteen (15) feet of electric power lines, except where the electrical distribution or transmission lines have been de-energized at the point of work.

All cranes, backhoes and similar lifting or excavating equipment must be effectively grounded when there is a possibility of such equipment coming into contact with an electric power line or power facility, located overhead or underground.

*California Code of Regulation (CCR), Title 8, Electrical Safety Orders, Sections 2299-2974*

### **Excavation Safety**

Excavation and trenching shall be in accordance with all applicable regulations including CCR, Title 8, Trenching and Excavation requirements. The contractor is responsible for providing a “Competent Person” at every excavation site. This individual must be capable of identifying existing and predictable hazards in the excavation area and determining the suitability of equipment or materials used for support systems, shield systems, and other protective systems. Inspection records are subject to review by the Project Manager or County Safety Officer.

*California Code of Regulation (CCR), Title 8, Section 1541*

### **Fall Protection**

Safety harnesses must be worn and tied off to independent lifelines when working from elevated areas under the following conditions:

- Roof pitch equals or exceeds 7 in 12.

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- Job requires workers to be closer than four (4) feet from the roof edge without parapets or other acceptable fall protection system.
- Two-point suspension scaffolds or stages are used.
- Boatswain's chairs are used.
- Scaffolds with incomplete handrails and decking are used.
- Ladders are placed near an opening.
- Elevated work is being performed with no protection available to prevent the worker from falling.

Every employee issued a safety harness shall be instructed by a qualified person in the proper method of wearing, using, and securing it to an approved anchorage point.

*California Code of Regulation (CCR), Title 8, Sections 1670 and 1671.1*

### **Hazardous Materials**

Use of any hazardous material is subject to the prior approval of the Project Manager. The Project Manager reserves the right to require substitution of materials planned for use. Hazardous materials being used for the project must be properly stored in secondary containment for the duration of the project. Approved chemical storage cabinets should be used and all applicable fire and building codes shall be followed. In order to protect County employees and members of the public, all hazardous materials storage areas are subject to inspection by Project Management and/or the County Safety Officer.

Flammable liquids in quantities less than fifty-five (55) gallon drums are to be kept in "safety" cans that have been properly labeled as to their contents. Drums and tanks of fifty-five (55) gallons or more must be labeled, grounded, equipped with self-venting bungs, top-dispensing and must be placed at least twenty-five (25) feet away from smoking, welding, burning, or other heat sources.

Gas Cylinders must be securely held upright. Fasten them with an approved restraint device to rigid structures so they will not fall or be knocked over. For earthquake safety, all cylinders should be double strapped. Locate cylinders away from pedestrian traffic areas. Make sure they are in well ventilated locations, at least 20 feet from highly combustible material. Keep cylinders out of the direct sun and do not allow them to be heated.

Read the labels on all the materials you use and be aware of their hazardous properties. Take all appropriate precautions advised on the container labels or MSDSs. Before using odorous chemical compounds or products such as glues, epoxies, paints, thinners, advise the Project Manager. If the compound will cause problems for building occupants, you may be asked to limit or suspend work until further notice.

*California Code of Regulation (CCR), Title 8, Section 5191*

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### **Lockout/Tagout**

A contractor's Lockout/tagout program shall at a minimum comply with California Code of Regulations (CCR), Title 8 requirements pertaining to lockout/tagout. A contractor must request permission through local Facilities Management Personnel and the Project Manager prior to performing any lockout/tagout of county equipment.

*California Code of Regulation (CCR), Title 8, Sections 3314 and 4413*

### **Scaffolding**

All scaffolding shall be erected and maintained in compliance with applicable standards, including CCR Title 8, Article 21, 22 and 23 and the manufacturer's requirements. Each scaffold must be erected and dismantled by licensed scaffolding contractors. Inspection of scaffolding must be made by a **competent person** assigned by the contractor for the work to be performed. All scaffold platforms must be equipped with standard forty-two (42) inch high handrails and mid-rail, rigidly secured and completely decked with safety plank or manufactured scaffold decking. Rigidly secured four (4) inch high toe-boards must be used on all scaffolding. Scaffolds must be tied off to the building or structure at proper intervals.

### **Welding and Burning**

Prior to commencing welding or burning operations, the contractor must notify the Project Manager. The following are general requirements when performing any welding and/or burning operations:

- All exposed combustible materials below welding and burning areas must be removed to a safe location. In addition, an approved spark catcher must be used for overhead welding.
- A dry chemical (ABC) or water type fire extinguisher (at least five-pound) must be maintained within twenty-five (25) feet of any welding, burning or open-flame work.
- No welding or burning is to be done on a closed vessel or tank, or any vessel previously in use unless it has been decontaminated and is certified gas-free. Permission must be obtained prior to commencing of operations.
- Adequate ventilation must be provided at all times.
- Flashback arrestors must be installed on all oxy-acetylene torches.
- All arc welding must have a separate and adequate ground, pulled from the machine to work locations in all operating areas.
- All arcs are to be shielded in operating areas by the use of such barriers as welding curtains, screens and enclosures.
- All welding near halogenated solvents (i.e. Methylene Chloride, Carbon Tetrachloride, TCA, TEC, etc.) is strictly prohibited.
- Approved welding eye protection or goggles must be used when welding or burning.

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- An approved welding helmet must be worn.
- Compressed gas cylinders must be secured vertically to an adequate support while in storage, transit, or use. The protective cap must be on during storage and transit.
- Oil and grease must be kept away from oxygen regulators, hoses and fittings. Do not store wrenches, dies, cutters or other grease-covered tools in the same compartment with oxygen equipment.
- Cylinders and hoses should be placed where they are not exposed to sparks and slag from a burning operation.
- A fire watch must be maintained for a minimum of **thirty (30) minutes** after completion of hot work to detect and extinguish smoldering fires. The fire watcher requires training in emergency procedures and contact numbers before hot work begins.

### V. Environmental Requirements

#### Air Emissions

In order to protect County employees and members of the public, any operation or procedure that will involve the release of significant quantities of dust, vapors, fumes or mist shall be approved by the Project Manager prior to start of work. Examples are large applications of floor, wall or roof coatings, spray applications, cement cutting, sandblasting, etc.

*South Coast Air Quality Management District (SCAQMD)*

#### Environmental Permits, Registrations, and Notifications

The contractor will obtain necessary permits or registrations from applicable environmental agencies (e.g. South Coast Air Quality Management District, California Air Resources Board, Cal OSHA, etc.) **PRIOR** to beginning any work that will require such a permit. Copies of all permits/registrations will be included in the work plan and submitted to the Project Manager **in advance** of such work.

#### Hazardous Material Spills

The contractor must report any spills immediately to the Project Manager and take immediate action to contain the spill. Regulatory agencies require containment and remediation of all spills of hazardous materials, including fuels and oil. Contractors who spill any such substances on county property are responsible for clean up. Clean-up of the contaminated area must be performed to the regulatory accepted level based on testing. Testing and disposal will be coordinated through the Project Manager and paid for by the contractor.

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### **Hazardous Waste**

The contractor shall comply with all federal, state and local regulations pertaining to the management of hazardous waste as well as county requirements. Hazardous waste must be handled and accumulated on site in a safe manner and by properly trained contractor personnel.

*Code of Federal Regulations (CFR), 40 and 49*

- Fluorescent lamps are to be removed from fixtures with care and placed in special cartons and disposed of properly. Do not dispose of lamps in regular trash containers.
- Asbestos containing materials removed under abatement contracts may be considered hazardous waste and it is the responsibility of the general and abatement contractors to dispose of hazardous waste properly.
- Lead-based paint removed from structures is considered hazardous waste and must be disposed of properly.
- Hazardous waste generated on-site shall not be transported from that site without proper manifest and signatures. Hazardous waste will be transported and disposed in accordance with all applicable Federal, State, and local regulations. All hazardous and non-hazardous waste generated from abatement projects MUST be properly manifested per EPA/DOT regulations and signed by a designated person.
- Contractors are required to furnish the Project Manager with documentation of proper disposal whenever the contract calls for disposal of hazardous waste including spills.

### **Storm Drains / Sanitary Sewer**

No hazardous, toxic liquid or solid material(s) shall be discharged to the storm drain and/or sanitary sewer system. Contractors performing planned work that will create potential runoffs such as water blasting, wet method surface removal, etc, must consult with the Project Manager to ensure proper protection of drainage system and adequate product collection procedures.

Care must be taken to locate chemical storage and transfer areas to prevent the possibility of accidental spillage of chemical products.

## **VI. Additional Requirements**

Work which involves offending odors, excessive noise, or other irritating environmental agents may be required to be performed during “off-hours”

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Contractor must maintain all required permits and licenses for the job. Such permits and licenses must be available at the job site for inspection/audit.

The County retains the right to protect its employees and other County interests by enforcing the provisions of this policy as well as the project contract sections pertaining to compliance with applicable laws and regulations if the work is deemed immediately dangerous to employees or the public. Notwithstanding that right, it is understood and agreed that sole legal and contractual responsibility for ensuring occupational safety and health compliance on contractor worksites remains with the contractor and that the County is not exercising control over worksite safety in the context of California Code of Regulations section 336.10.

### **Training Documentation**

Contractor must keep required training documentation for each contractor employee assigned to work within County operations current. Documentation of required training for each contractor personnel must be made available for examination by Cal/OSHA or County Safety Staff if requested. Contractor shall complete and sign contractor Safety Acknowledgement form provided by the project manager on page 14 of the document. *California Code of Regulation (CCR), Title 8, various sections*

### **Mold**

To prevent mold, contractors should fully enclose a structure before installing insulation, drywall, or other materials that support mold growth. The enclosure should prevent rain or other moisture infiltration from creating water damage or affecting building materials.

Cal/OSHA Regulations can be found on the internet at:

<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&S P=CCR-1000> OR

<http://www.dir.ca.gov/Samples/search/query.htm> For CCR, Title 8 Regulations

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**COUNTY OF ORANGE  
SAFETY AND LOSS PREVENTION OFFICE**

**CONTRACTOR SAFETY POLICY ACKNOWLEDGEMENT FORM**

I, \_\_\_\_\_, certify that I have read the contractor Safety Policy and fully understand my responsibilities with respect to the policy and procedures as outlined. I further agree to comply with the provisions of this program.

\_\_\_\_\_  
(Name of Contractor/Company)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date of Signature)

NOTE: The County Project Manager shall retain a copy of this signed agreement with the file for this contractor.