

5901 Fresca Drive. La Palma, CA 90623
Phone: (714)521-2022. Fax: (714) 521-2440

December 2, 2020

Orange County Sanitation District
10844 Ellis Ave.
Fountain Valley, CA 92708

Attn: Jay Kaura
Subject: Response to Formal Bid Protest from JF Shea
FE-18-14, Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott
Tunnels at Plant No. 2

In response to the formal bid protest from JF Shea, MMC Inc's offers the following reply:

As stated in our response to clarification request no. 3, MMC Inc. will be subcontracting the asbestos portion of the work to Karcher Environmental Inc. (license # 481416) who holds a C-22 license.


Karcher Environmental was not a listed abatement subcontractor in the bid documents, however, the cost of the asbestos work as quoted by Karcher Environmental is \$5,350.00, which is less than ½ % of the total bid amount of \$1,134,000.00 and, therefore, MMC Inc. is in compliance with the subcontractor listing requirements for State of California.

MMC Inc. has complied with all the requirements stipulated in the contract bidding documents and has the experience and capability to successfully complete the FE18-14 Plant Water Pipeline Replacement in Kinnison, Lindstrom and Scott Tunnels at Plant No. 2 project.

The lowest responsible bidder, which is MMC Inc. should be awarded this project.

Thank you and please do not hesitate to contact us if you need any further information or clarifications.

Regards,


Jagat S. Mehta
MMC Inc.

J.F. Shea Construction, Inc.

General Contractors
License No. 769989

November 30, 2020

Mr. Jay Kaura
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708

Re: Project No. FE18-14, Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2

Subj: Formal Protest Notification of Award Recommendation Notice Dated November 25th, 2020

Mr. Kaura,

Pursuant to Section IB-29B of the "Instructions to Bidders", this letter shall serve as our written notification to the Orange County Sanitation District (OCSD) that J. F. Shea Construction, Inc. formally protests the Award Recommendation Notice, which we received on November 25th, 2020. The basis of our protest is that the apparent low bidder Mechanical Co. Inc. dba MMC Inc., should be rejected on the basis that it is non-responsive to OCSD's Safety Standards Section V, Part B. Asbestos, which states "*Asbestos is to be handled only by qualified and certified CONTRACTORS and employees. Asbestos CONTRACTORS/Subcontractors must be approved in accordance with applicable Federal, State and local requirements to perform removal and disposal of asbestos containing material encapsulation.*" Furthermore, the State of California requires a CONTRACTOR/Subcontractor, when performing Asbestos Abatement work "only", to hold a valid State of California C-22 license. **Excerpt from CSLB, "No licensed contractor who holds the §7058.5 asbestos certification shall contract for any project that includes asbestos abatement work in a trade for which the contractor is not licensed, unless the licensee also holds the C-22 Asbestos Abatement classification."** Attached to this letter and designated as Attachment PL-001 is a copy MMC's current licenses held in the State of California, which confirms the fact that MMC does not hold the required C-22 license nor does MMC hold a current ASB Certification, which we believe would not be applicable in this Asbestos removal situation because the asbestos gasket removal process can be isolated and done as a standalone activity.

Attached to this letter and designated as Attachment PL-002 is a copy of the Bid Tabulation provided on October 20, 2020 by OCSD. Upon review of the Bid Tabulation Documents, we have determined that MMC did not list an abatement Subcontractor (asbestos removal) and more importantly, as disclosed in Attachment PL-001, MMC does not have the required C-22

license or the ASB certification (not applicable) to self-perform this work. In review of all the other Bidder's information, it's discernable/apparent that each of the other 9 Contractors used the required/appropriately licensed C-22 abatement Subcontractor, except the low bidder MMC, which used this non-listing as a bidding advantage. The only Subcontractor that MMC listed was CL Coating Inc. (License No. 936172), who does not hold a C-22 license. Attached to this letter and designated as Attachment PL-003 is a copy CL Coating's current licenses held in the State of California. Based on MMC's Bid amount of \$1,134,000.00, the required listing for Subcontractors to comply with Subcontractor listing requirements for the State California, would be a minimum amount of \$5,670.00 or 1/2 of 1 percent. The value of the asbestos abatement removal work was 3 times greater than the required listing amount for the State of California, which the other 9 bidders complied with.

J.F. Shea and the other 8 bidders complied with all of the requirements stipulated in the Contract Bidding Documents, and therefore J.F. Shea Construction Inc. should be considered the lowest responsible bidder for the Project No. FE18-14, Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2.

Respectfully,



Roy A. Valadez,

Estimating Manager

Cc: Sent UPS Overnight

J.F. Shea Construction, Inc.

Attachment No. PL-001

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 573635

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

MEHTA MECHANICAL COMPANY INC
dba MMC INC

5901 FRESCA DRIVE
LA PALMA, CA 90623
Business Phone Number:(714) 521-2022

Entity	Corporation
Issue Date	07/24/1989
Reissue Date	07/08/1994
Expire Date	07/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ **A - GENERAL ENGINEERING CONTRACTOR**
- ▶ **C-61 / D21 - MACHINERY AND PUMPS**
- ▶ **C11 - ELEVATOR INSTALLATION**
- ▶ **B - GENERAL BUILDING CONTRACTOR**

Bonding Information



ORANGE COUNTY SANITATION DISTRICT

BID TABULATION

PUBLIC WORKS CONSTRUCTION CONTRACTS

PROJECT NO. FE18-14

PLANT WATER PIPELINE REPLACEMENT IN KINNISON, LINDSTROM, AND SCOTT TUNNELS AT PLANT NO. 2

October 20, 2020

11:00 a.m.

Total Addenda: 2

Engineer's Estimate: \$1,300,000

Anticipated Award Date: December 16, 2020

CONTRACTORS	Subcontract Amount	TOTAL BID
1. Mechanical Co. Inc. dba MMC Inc.		\$ 1,134,000
<u>Subcontractors</u>		
CL Coating Inc.	\$ 36,300	
2. J.F. Shea Construction, Inc.		\$ 1,149,000
<u>Subcontractors</u>		
Matrix Environmental	\$ 178,142	
CL Coatings	\$ 36,300	
3. Innovative Construction Solutions		\$ 1,149,435
<u>Subcontractors</u>		
D2 Industrial	\$ 65,214	

CONTRACTORS	Subcontract Amount	TOTAL BID
4. Shimmick Construction Company, Inc.		\$ 1,290,000
<u>Subcontractors</u>		
Bayview Environmental Services, Inc.	\$ 85,000	
5. J.R. Filanc Construction		\$ 1,317,900
<u>Subcontractors</u>		
CL Industrial Coatings	\$ 56,300	
Brickley Environmental	\$ 168,400	
6. PCL Construction Inc.		\$ 1,385,742
<u>Subcontractors</u>		
Environmental Construction Group	\$ 110,000	
CL Coating	\$ 36,000	
7. Aid Builders		\$ 1,420,000
<u>Subcontractors</u>		
Karcher Environmental	8%	
8. Myers & Sons Construction, LLC		\$ 1,459,459
<u>Subcontractors</u>		
CL Coatings Inc.	\$ 36,300	
Performance Abatement Services	\$ 84,700	

CONTRACTORS	Subcontract Amount	TOTAL BID
9. Tharsos Inc.		\$ 1,576,000
<u>Subcontractors</u>		
CL Coatings	\$ 36,300	
ACT	\$ 87,500	
10. Environmental Construction Inc.		\$ 1,649,383
<u>Subcontractors</u>		
CL Coatings, Inc.	\$ 36,300	
Performance Abatement Services, Inc.	\$ 84,700	

Attachment No. PL-003

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 936172

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([S&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([S&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

C L COATINGS INC
 535 WATT DR STE A
 FAIRFIELD, CA 94534
 Business Phone Number:(707) 558-1800

Entity Corporation
 Issue Date 08/04/2009
 Expire Date **08/31/2021**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [ARGONAUT INSURANCE COMPANY](#).
Bond Number: SUR0017153
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **CMS334712** for JON SCOTT CLAYPOOL in the amount of **\$12,500** with [RLI INSURANCE COMPANY](#).
Effective Date: 05/23/2019

Workers' Compensation

5901 Fresca Drive. La Palma, CA 90623
Phone: (714)521-2022. Fax: (714) 521-2440

November 13, 2020

Orange County Sanitation District
10844 Ellis Ave.
Fountain Valley, CA 92708

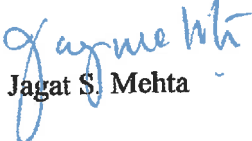
Attn: Jay Kaura
Subject: Clarification Request No. 3
FE-18-14, Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott
Tunnels at Plant No. 2

Following is MMC Inc.'s response to clarification No. 3:

1. As mentioned, MMC addressed the asbestos work in our response to clarification request no. 2 (please see attached exhibit A) Cost of C-22 asbestos work is less than 0.5% of our total bid amount
2. MMC hold license class A, B, C-11, C-61/D-21. All the work described in section 01900 will be performed by our trained and qualified staff under the guidelines of the specifications (except the handling of asbestos which has been addressed in our clarification no. 2)
3. Please see attached exhibit A page 2 of 5 which has the proposal and cost of C-22 license contractor. The cost is less than 0.5% of the bid amount. Please see exhibit B - BF-6 Safety Declaration of contractor/subcontractor

Please review and if you have any questions, please do not hesitate to contact us.

Regards,


Jagat S. Mehta



Nov. 9th, 2020

2 of 6

Project Scope / Proposal Letter

Project: Orange County Sanitation District (FE 18-14)

Contractor: MMC
5901 Fresa Dr.
LA Palma, CA. 90623

Work Scope:

Per phone discussion with Mohan the scope of work is to properly package and label for disposal by others, 53 ea. metal flanges varying in pipe size of 3" to 12 " pipe. Flanges will be intact and consolidated in one general area. No EPA ID number is required for this material, and any manifesting shall be the responsibility of the owner.

INCLUSIONS:

Transportation costs and disposal. All local, state, and federal notifications and license required. Including SCAQMD notification. Submittals and closeouts as required by specifications.

ASSUMPTIONS AND CLARIFICATIONS:

- Work to be performed in a workmanlike manner utilizing industry-standard methodologies.
- Toilet facilities will be provided for us at no cost to us.
- Any notices to building occupants required will be provided by others.
- Materials to be removed must be clearly identified by others, and lay out to be done by others.
- No overtime is included in this proposal.
- All cutting/capping/safing off of utilities required will be provided by others.

2300 E. Orangewood Ave., Anaheim, CA 92806 • 714-385-1490 • FAX 714-385-1878

Nov. 9th, 2020

3 of 6

- This proposal remains valid for 30 calendar days and shall become part of any subcontract awarded.

EXCLUDES:

- Any work associated with any hazardous materials not specifically included above.
- Layouts
- Cost for city permits or bonds.
- Shoring
- Patching/repairs.
- Traffic control/flagging.
- Repair of any damage due to normal abatement activities.
- Sewer pipe demolition and removal
- Soil removal

Price for the above work:

\$5,350.00

Certifications, licenses, proof of insurance and additional information will be furnished upon request.

I appreciate the opportunity to provide you with this cost proposal. Should you wish to discuss any questions you may have related to this proposal, please call me at (714) 385-1490 extension 330.

Respectfully submitted,

Karcher Environmental Inc.
CSLB License # 481416

ACCEPTANCE OF THE PROPOSAL

By acceptance of this proposal, including the attached General Terms and Conditions, the Customer agrees that the aforementioned shall represent the entire contractual agreement between Karcher Environmental, Inc. and the Customer.

2300 E. Orangewood Ave., Anaheim, CA 92806 • 714-385-1490 • FAX 714-385-1878

Dated: _____

Signature

Name / Title

Purchase Order No.

GENERAL TERMS AND CONDITIONS

1. **The Work:** Karcher shall perform only that work (the "Work") specifically described on the attached proposal (the "Proposal"). Any additional work shall require written authorization.
2. **Schedule:** Karcher shall perform the Work in accordance with the schedule provided or referenced in the Proposal. In the event of any change in the scope of the Work and/or delays not caused by Karcher, the contract price and the schedule shall be equitably adjusted.
3. **Work Week:** Customer shall cooperate with Karcher in scheduling all work, including disconnections, reconnections, interruption of services and utilities and similar matters. In the event that Customer requires Karcher to work outside of normal daytime business hours, Karcher shall be entitled to additional compensation for such overtime.
4. **Guarantee:** Karcher warrants and guarantees that the Work shall be performed in compliance with all Federal, State and/or Local regulations and in accordance with the Proposal. **THIS WARRANTY IS IN LIEU OF ANY WARRANTIES PROVIDED IN THE BID DOCUMENTS AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Karcher's liability is limited to the foregoing and it shall not in any case be liable for indirect, incidental, consequential or special damages of any kind.
5. **Insurance:** Karcher shall supply worker's compensation insurance in the form and amount required by law. Karcher shall supply general liability insurance, the price of which shall be included in the bid price unless otherwise specified.
6. **Protection of Work:** Karcher shall be responsible for protecting the Work, or portions thereof, from the time the Work or portions of it, are under its control; provided however, that during such time Karcher shall not be responsible for loss or damage caused by others, "acts of god" nor for any damages whatsoever while Karcher is not on site.
7. **Taxes:** Customer shall pay for any and all taxes which are now or may be imposed on the Work by any Federal, State or Local taxing authority, law, ordinance, rule or regulation unless otherwise stated on the Proposal.
8. **Indemnity:** Karcher shall indemnify and hold harmless Customer from all or such portion of such loss or damage to persons or property arising directly from Karcher's performance of the Work and which is caused solely by the willful misconduct or negligent acts of Karcher its employees or anyone under its control. Customer shall indemnify and hold harmless Karcher from all or such portion of such loss or damage to persons or property arising from the willful misconduct or negligent acts of Customer, regardless of whether such acts are passive or active, its employees or anyone under its control including other contractors.
9. **Payments:** For the Work commenced and completed in any one calendar month, customer shall pay the contract price in full upon the completion and acceptance of the Work. Otherwise, all progress payments for the value of the Work completed, payment for materials and equipment suitably stored on or off site, and the final payment, shall be paid by the Customer to Karcher within thirty (30) days after the Customer's receipt of Karcher's invoice. Karcher's acceptance of any payment shall not be deemed a waiver of any legal or equitable remedy. No retention to be withheld.
10. **Inspection and Acceptance:** Karcher's Work shall be considered complete when Karcher notifies Customer that the Work on said area has been completed in accordance with the Proposal. The Customer's inspection of the Work shall take place within twenty-four (24) hours from receipt of notice from Karcher that the Work is complete.
11. **Late Payments:** All sums not paid to Karcher when due shall bear an interest rate of one and one-half percent (1-1/2%) per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including reasonable attorney's fee, shall be paid by Customer.
12. **Force Majeure:** Karcher shall not be responsible for delays caused by Owner, Customer, other subcontractors, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, acts of the government either in its sovereign or contractual capacity, labor difficulties or shortage, vendor allocations, freight embargoes, fires, floods, epidemics, quarantine restrictions, accidents, unusually severe weather, and acts of God. Karcher shall be entitled to an equitable adjustment in the schedule and contract price for such delays as described above.

Nov. 9th, 2020

4 of 5
5 of 6

- 13. **Customer Supplied Property:** If the Work described in the Proposal requires Customer to supply material, equipment or other property, then Customer warrants that such items shall be fit for the use for which they were intended. If such items do not conform, Karcher shall notify Customer within a reasonable time after Karcher's discovery of the nonconformance and Karcher shall be entitled to compensation for any damages caused by such nonconformance.
- 14. **Different Site Conditions:** If Karcher encounters subsurface or latent physical conditions at the site differing from those indicated in the Bid Documents Karcher shall promptly notify the Customer. Karcher is entitled to compensation for differing site conditions if such conditions cause an increase in cost or delay in the schedule.
- 15. **Termination:** If the Customer does not pay Karcher in a timely manner within seven (7) days from the time payment should be made as provided herein (except where such nonpayment is due to defective work by Karcher or other material breach by Karcher) then Karcher may without prejudice to any other remedy it has, stop its Work until payment of the amount owing has been received. In the event Karcher resumes its Work, the schedule and contract price shall be equitably adjusted for changes caused by such termination. Karcher shall not incur any liability for such termination. Further, if Karcher's Work is terminated for the convenience of the Customer or any other party, then Karcher shall be paid for all Work performed to the date of termination, for equipment and materials already ordered (whether or not delivered to Karcher), and for Karcher's costs of early termination, including but not limited to Karcher's anticipated profit on the remaining Work.
- 16. **Waiver:** Karcher's waiver of any term herein shall not be construed as a waiver of such terms at any subsequent time.
- 17. **Venue/Choice of Law:** The Proposal, including these Terms and Conditions, shall be interpreted and construed in accordance with the laws of the State of California. The Customer and Karcher agree that the exclusive venue for any action or proceeding arising out of or in any way connected with the work shall be a court of proper jurisdiction in Orange County, California, or the Central District of California.
- 18. **Legal Effect:** These terms and conditions upon which Karcher shall perform the Work described in the Proposal are made without regard to any of the provisions in the Bid Documents, unless expressly incorporated by reference in the Proposal. Acceptance of the Proposal is expressly limited by the terms stated herein. Upon acceptance, the Proposal (along with these General Terms and Conditions) shall represent the entire contractual agreement (the "Agreement") of the parties with regard to performance and the payment for the Work.
- 19. **Interpretation:** This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. Accordingly, any rule of law, including Section 1654 of the California Civil Code, as well as any other statute, law, ordinance, or common law principle, or other authority of any jurisdiction of similar effect, or legal decision that would require interpretation of any ambiguities in this Agreement against the party who has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall not be interpreted or construed against any party to this Agreement because that party or any attorney or representative for that party drafted this Agreement or participated in the drafting of this Agreement.

Initial / Date

_____/_____/_____/_____



Contractor's License Detail for License # 481416

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB criminal disclosure is restricted by law (B&P 7134.6). If an entity is subject to public criminal disclosure check on link that will appear below for more information. Click here for a definition of disclosable action.
- ▶ Only contracts on related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Our printings, forms and attachments are for informational purposes only and do not constitute an offer of insurance or any other financial product.

Data current as of 11/13/2020 9:32:17 AM

KARCHER ENVIRONMENTAL INC
 2300 E. ORANGEWOOD AVENUE
 ANAHEIM, CA 92806
 Business Phone Number:(714) 385-1490

Entity Corporation
 Issue Date 10/27/1994
 Expire Date 10/31/2021

This license is current and active.

All information below should be reviewed.

- ▶ C21 - BUILDING MOVING, DEMOLITION
- ▶ C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)
- ▶ B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY
Bond Number: 64652065
Bond Amount: \$15,000
Effective Date: 07/01/2019
 Contractor's Bond History

Bond of Qualifying Individual

- ▶ The qualifying individual JASON ROBERT WITTWER-TINGLEY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
 Effective Date: 11/06/2020
 BQI's Bond History
- ▶ This license filed Bond of Qualifying Individual number 100393695 for RONALD RAFAEL ELIAS in the amount of \$12,500 with AMERICAN CONTRACTORS INDEMNITY COMPANY.
 Effective Date: 05/15/2018

This license has workers compensation Insurance with the GREAT DIVIDE INSURANCE COMPANY
 Policy Number:WCA157863819
 Effective Date: 10/01/2020
 Expire Date: 10/01/2021
 Workers' Compensation History

- ▶ 05/20/2016 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 05/21/2018 - DOSH REGISTRATION VERIFIED FOR C22

Personnel listed on this license (current or disassociated) are listed on other licenses.

Bid Submitted By: MMC Inc. / KARCHER ENVIRONMENTAL
 (Name of Firm) INC

4. Does the CONTRACTOR have injury prevention programs instituted to the extent required by section 3201.5 or 6401.7 of the Labor Code?

Yes

No

5. Does any Subcontractor have any Serious, Willful, Repeat, Serious and Willful, or Failure to Abate citations of Part 1 (commencing with section 6300) of Division 5 of the Labor Code, during the past five-year period?

No

Yes

If Yes is checked, OCSD may require the CONTRACTOR to submit evidence of the Subcontractor's corrective actions being taken to abate further violations of Part 1 of Division 5 of the Labor Code.

6. Accident Frequency of Subcontractors

OCSD will evaluate Subcontractors' accident frequency factors for each calendar year submitted on the CAL/OSHA 300/300A Logs and Summaries and its three (3) year average using the Accident Frequency Factor tables located in the Instructions to Bidders.

Prior to completing this Declaration, the CONTRACTOR shall require each of its Subcontractors to calculate its accident frequency factors for each calendar year listed and its three (3) year average using the Accident Frequency Factor tables located in the Instructions to Bidders. The results of those calculations should be used to answer the following questions:

OCSD requires all Subcontractors to have an accident frequency at or below a factor of 1.25 of the state average as published by the DIR for the specific NAICS Code and applied to the accident history of the last three (3) years. CONTRACTOR shall be required to substitute any Subcontractor who fails to meet the minimum accident frequency requirements.

- A. Do any of the CONTRACTOR's Subcontractors have an accident frequency above a factor of 1.25 of the state average as published by the DIR for the specific NAICS Code and applied to the accident history of the last three (3) years?

No

Yes

B&B. B
2 OF 5

Bid Submitted By: MMC Inc. | KEINC (Name of Firm)

B. Do all of the CONTRACTOR'S Subcontractors have an accident frequency at or below a factor of 1.00 of the state average as published by the DIR for the specific NAICS Code and applied to the accident history for the last three (3) years?

No

Yes

C. Do any of the CONTRACTOR's Subcontractors have an accident frequency within a factor of 1.01 to 1.25 of the state average as published by the DIR for the specific NAICS Code and applied to the accident history for the last three (3) years?

No

Yes

If 6.C. is Yes, OCSD may require the CONTRACTOR to submit evidence from its Subcontractor(s) of corrective actions being taken to reduce the Subcontractor's accident experience if the Subcontractor's accident frequency is within a factor of 1.01 to 1.25 of the state average as published by the DIR for its NAICS code and applied to the accident history for the last three (3) years. If any Subcontractor is deemed not qualified based on the inadequacy of the corrective action taken to reduce the accident experience, CONTRACTOR shall be required to substitute any such Subcontractor. Such evidence shall include any or all of the following information for further consideration:

- Copy of Subcontractor's IIPP outlining any updates/revisions implemented to reduce future occurrences.
- Any training taken place in the last three (3) years to prevent future occurrences.
- Any program/policy updates within the three-year period to address their injury rates.

7. Workers' Compensation Experience Modification Rate of Subcontractors

OCSD requires all Subcontractors to have workers' compensation experience modification rate (EMR) at or below 1.25. CONTRACTOR shall be required to substitute any Subcontractor who fails to meet the minimum experience modification factor requirements.

A. Do any of the CONTRACTOR's Subcontractors have a workers' compensation EMR above 1.25?

No

Yes

Bid Submitted By: MMC Inc. | KE INC (Name of Firm)

B. Do all of the CONTRACTOR's Subcontractors have a workers' compensation EMR at or below 1.00?

No

Yes

C. Do any of the CONTRACTOR's Subcontractors have a workers' compensation EMR between 1.01 and 1.25?

No

Yes

If 7.C. is Yes, OCSD may require that the CONTRACTOR submit evidence from its Subcontractor(s) of corrective actions being taken to reduce employee workplace injuries, illnesses and workers' compensation losses for each Subcontractor whose workers' compensation EMR is between 1.01 to 1.25. If any Subcontractor is deemed not qualified based on the inadequacy of the corrective action taken to reduce employee workplace injuries, illnesses and workers' compensation losses, CONTRACTOR shall be required to substitute any such Subcontractor. Such evidence shall include any or all of the following for further consideration:

- Copy of Subcontractor's IIPP outlining any updates/revisions implemented to reduce future occurrences.
- Any training taken place in the last three (3) years to prevent future occurrences.
- Any program/policy updates within the three-year period to address their injury rates.

8. Do the CONTRACTOR's Subcontractors have injury prevention programs instituted to the extent required by section 3201.5 or 6401.7 of the Labor Code?

Yes

No

9. Accident Frequency Factor Worksheet

a) Total Recordable Incident Rate Calculation Table

Using the OSHA Form 300 and 300A logs and the table below, the Total Recordable Incident Rate (TRIR) is calculated for the past three (3) completed calendar years and three (3) year average in the table below. (Please see the California Department of Industrial Relations (DIR) website for more detailed information)

Bid Submitted By: MMC Inc. / KE INC (Name of Firm)

- 1) The number of nonfatal injuries and illnesses is determined for each year by:
 - i. Counting the number of OSHA recordable* cases for the year listed on the OSHA Form 300 (log) or,
 - ii. Using the 300A (summary), adding the number of recordable cases entered in Column H + Column I + Column J to obtain the total injuries and illnesses.
- 2) The number of employee hours worked is located on the OSHA 300A Summary.
- 3) Using the formula provided below, the TRIR three (3) year average is calculated:

* Please see California Code of Regulations Title 8, Chapter 7, Subchapter 1, Article 2 for more information on determining a recordable injury and illness.

Total Recordable Injury Rate Formula:

$$\frac{\# \text{ OSHA Recordable Injuries/Illnesses} \times 200,000}{\text{Employee Hours Worked For Calendar Year}} = \text{Company's Total Recordable Incidence Rate}$$

Calendar Year	# OSHA Recordable Injuries/Illnesses	x 200,000	/ Employee Hours Worked for Calendar Year	= Company's Total Recordable Incidence Rate (TRIR)
20 <u>19</u>	3	x 200,000	100,224	(A) 5.9
20 <u>18</u>	0	x 200,000	80,865	(B) 0
20 <u>17</u>	1	x 200,000	57,372	(C) 3.48
TRIR 3 Year Average	$\frac{A + B + C}{3} = D$			(D) 3.12

b) Accident Frequency Factor Calculation Table

- 1) From the Total Recordable Incidence Rate (TRIR) calculated for each year in the table under Item a.) 3.) above, the TRIR for each Calendar Year is copied into the spaces below identified as (A), (B), and (C). The 3 Year Average from the table above (D) is copied into the space below identified as (D).
- 2) The Bidder's industry NAICS code is looked up in the DIR Nonfatal Occupational Injuries and Illness in California Summary Tables at <http://www.dir.ca.gov/OPRL/nonfatal.htm> for each corresponding year**.
- 3) The DIR Industry Average is found for each corresponding year using Table 10 and entered in the spaces below identified as (E), (F), and (G).

Bid Submitted By: MMC Inc. (Name of Firm)


- 4) The formula provided below is used to calculate the DIR Industry 3 year average; the product is entered into the space identified as (H) below.
- 5) Using the formula provided, the 3 year Accident Frequency Factor is calculated and the product entered into the space identified as (I) below.

*** DIR data has an approximate 10 month publishing delay. If the current year is unavailable, please use the previous year. For example, 2010 DIR data will be used for both 2010 and 2011.*

Formula:

$$\frac{\text{Bidder's TRIR}}{\text{DIR Industry Average}} = \text{Accident Frequency Factor}$$

Calendar Year	Bidder TRIR	DIR Industry Average	
20 <u>20</u>	(A) 5.9	(E) 1.25	
20 <u>19</u>	(B) 0	(F) 1.25	
20 <u>18</u>	(C) 3.48	(G) 1.44	
Bidder's TRIR 3 Year Average	(D) 3.12		
DIR Industry 3 Year Average	$\frac{E+F+G}{3} = H$	(H) 1.31	
3 Year Accident Frequency Factor	$D/H = I$		(I) 2.39

CONTRACTOR  _____ 11/13/2020
 Signature Date

Earl Maijala
 Printed Name

Sales/PM
 Printed Title

Karcher Environmental, Inc. 562910
 Company NAICS Code

BF-6 SAFETY DECLARATION OF CONTRACTOR C-BF-042720
 PLANT WATER PIPELINE REPLACEMENT IN KINNISSON, LINDSTROM, AND SCOTT TUNNELS AT PLANT NO. 2 PROJECT NO. FE18-14