BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 63-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE RENEWAL OF RFQL NO. 2015-156: UNDERGROUND UTILITY CONSTRUCTION SERVICES WITH THE FOLLOWING FIRMS: DBE UTILITY SERVICES OF LOXAHATCHEE, FLORIDA, FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA, AND JOHNSON-DAVIS INC. OF LANTANA, FLORIDA., ALL OF STUART, FLORIDA; FOR THE FIRST OF TWO RENEWAL PERIODS THROUGH JULY 12, 2017, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the first of two renewal periods of RFQL No. 2015-156: Underground Utility Construction Services with DBE Utility Services, Felix Associates of Florida, and Johnson-Davis Inc.; for the period July 13, 2016 through July 12, 2017.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 63-2016
Approve Renewal of RFQL No. 2015-156: Underground Utility Construction Services

ADOPTED this 11th day of July 2016.

Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT
JEFFREY KRAUSKOPF, MAYOR	X		
EULA R. CLARKE, VICE MAYOR	X		
KELLI GLASS-LEIGHTON, COMMISSIONER	X		
TROY MCDONALD, COMMISSIONER	X		
TOM CAMPENNI, COMMISSIONER	X		

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART • FLORIDA • INCORPORATED 1914 • SAILFISH CAPITAL OF THE WORLD

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contract Services Division

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

June 16, 2016

Via Email Transmission: sjohnson@johnsondavis.com

Johnson-Davis Inc.
Attn: Scott J. Johnson, President
604 Hillbrath Lane
Lantana, FL 33462

Subject: Renewal for RFQL# 2015-156, Underground Utility Construction Services

Dear Mr. Johnson,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Underground Utility Construction Services, for the period beginning July 13, 2016 and ending on July 12, 2017, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certificate of Liability, Property Damage, Automobile Liability, and Worker's Compensation as outlined in the RFQL.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., June 24, 2016**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla

Alaina Knofla
Procurement Specialist

cc: Dave Peters, Assistant Public Works Director
RFQL 2015-156 Official File

☒ I hereby agree to the contract renewal as specified of the subject Agreement

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

SCOTT JOHNSON
Printed Name

6/21/16
Date

PRESIDENT
Title

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 65-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2015-156, UNDERGROUND UTILITY CONSTRUCTION SERVICES TO TOP THREE RANKED FIRMS, FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA, JOHNSON-DAVIS INC. OF LANTANA, FLORIDA, AND DBE UTILITY SERVICES OF LOXAHATCHEE, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFQ #2015-156, Underground Utility Construction Services to the three top ranked qualifiers, with authorization to execute final agreements with Felix Associates of Florida, Inc. of Stuart, Florida, Johnson-Davis Inc. of Lantana, Florida, and DBE Utility Services of Loxahatchee, Florida, subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 65-2015
Approve Award of RFQ #2015-156, Underground Utility Construction Services

Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MCDONALD and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT
KELLI GLASS LEIGHTON, MAYOR	X		
JEFFREY KRAUSKOPF, VICE MAYOR	X		
TOM CAMPENNI , COMMISSIONER	X		
EULA CLARKE, COMMISSIONER	X		
TROY MCDONALD, COMMISSIONER	X		

ADOPTED this 13th day of July, 2015.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

REVIEWED FOR FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

MASTER AGREEMENT FOR SERVICES
BETWEEN CITY OF STUART AND CONTRACTOR
FOR REQUEST FOR QUALIFICATION # 2015-156
UNDERGROUND UTILITY CONSTRUCTION SERVICES

CONTRACTOR: **Johnson-Davis Inc.**
604 Hillbrath Lane
Lantana, FL 33462

THIS AGREEMENT, hereinafter "Contract," made and entered into the 13th day of July, 2015 by and between Johnson-Davis Inc., hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with a qualified Contractor for provision of Underground Utility Construction Services for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Underground Utility Construction Services in all phases of any project for which a WORK ORDER REQUEST has been issued by the City pursuant to this Agreement; and as described in the contract documents listed in "**Exhibits A & B**" attached hereto. These services will include Underground Utility Construction Services as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.

The low pressure sewer system installations are in designated areas of the City of Stuart. Project services shall include, but not be limited to, furnishing all labor, equipment and materials necessary for the installation of underground utilities through the City of Stuart.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Contractor. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties.

1.2 Work Order Request (WOR)

Each "WOR" shall include the notice of solicitation; date issued, due date and time, a brief description of the installation to be done, including address/location of work, completion time. The work order request will be accompanied with the Bid Schedule for the project.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis by WOR, and awarded to the lowest most responsive and responsible bidder as set forth in each WOR and schedule formalized in "**Exhibit C**" to this Agreement.

2.2 Invoices

Contractor shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work as specified under each work order reqeust within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City. Any change in Contractor's assigned staff must also have prior approval by the City.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars ($1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars ($1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Disqualification

Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for disqualification / termination of your agreement.

7.4 Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. ClTY's Obligations

8.1 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Project Manager, in writing, with copy to the Procurement Manager, of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Qualification and included in "**Exhibit D**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit D**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Public Works, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5381

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar

circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"**Exhibit A**" - "Proposal as Submitted by Contractor and Accepted by City"

"**Exhibit B**" - "Original Request for Qualification as Issued by City, including all Addenda"

"**Exhibit C**" - "Fee Schedule"

"**Exhibit D**" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written:

ATTEST:

CHERYL WHITE
CITY CLERK

CITY OF STUART, FLORIDA

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

CONTRACTOR

(Signature)

ROBERT A. HOPPER
Printed Name

VICE PRESIDENT
Title

EXHIBIT A

"PROPOSAL AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY CITY"

JOHNSON-DAVIS INC.
"Construct with Confidence"

June 17, 2015

Ms. Lenora Darden, CPPB
Stuart City Hall
Procurement & Contracting Services Office
121 SW Flagler Avenue
Stuart, FL 34994

Ref: RFQ #2015-156 "Underground Utility Construction Services"

Letter of Transmittal

Dear Ms. Darden:

Enclosed please find our completed application for prequalification to bid on the underground utility construction services for the supply and installation of an estimated 47,700 linear feet of low pressure force main including valves, fittings, and appurtenances. Also included is approximately 3,400 linear feet of gravity sewer, lift station installation and upgrades, and all associated surveying, testing and restoration work.

If we are the successful bidder, Johnson-Davis Inc. certifies that we have the knowledge, expertise, resources and ability to complete such a project in a timely manner within the budgetary requirements.

As President of Johnson-Davis Inc., I certify that the information provided herein is accurate.

We thank you for the opportunity to submit our application, and we hope to work with you on this project.

Very truly yours,

Scott J. Johnson
President

Heavy Construction • CUC043087 • *Underground Utilities*
Main Office: 604 Hillbrath Drive - Lantana, FL 33462 • Phone: 561-588-1170 • FAX 561-585-5252
Ft. Pierce Office: 863 S. Kings Hwy - Ft. Pierce, FL 34945 • Phone: 772-468-9200 • FAX 772-468-9202

JOHNSON-DAVIS INC.

TAB 1- COMPANY QUALIFICATIONS

EXECUTIVE SUMMARY

Founded in 1977, Johnson-Davis Inc. is a full-service underground utility contractor specializing in projects such as water, sewer, and storm drainage systems, as well as highway and road construction usually associated with the utility construction. Our business is underground utility construction, and there is no other company in the south and central Florida region that can boast our experience and expertise in this area. We are able to maintain long-term relationships with prime contractors, governmental agencies, consulting engineers, customers, and suppliers because we are dependable and strive to deliver superior customer service. Johnson-Davis believes that maintaining our credibility and integrity within the industry are our main concerns. Having been based in Palm Beach County for over 38 years, Johnson-Davis has worked continuously and successfully with County Governments and Utility Authorities.

Scott Johnson, President, and Bob Hopler, Vice President, both earned their Bachelor of Science degrees in Civil Engineering from Bucknell University in 1976. As engineers, they enjoy projects that are technically challenging. They are both involved in projects at the executive level.

Our Project Managers hold an impressive 68 years of experience between them. They act as the main interface between the customer and Johnson-Davis. Clark Cryer, Doug Ipolito, Robson Lima, Walter Pfaffenberger, and Brendan Twomey have the primary responsibility to ensure projects are completed on time and within the budget.

Our Estimating Team's focus on customer service and detail helps limit the need for change orders by addressing potential issues during the bidding process. Chris Johnson, Thom Lardiere, and Bernie Vito have over 97 years of experience, and Scott Johnson is also actively involved in the Estimating process.

Phil Cartales, General Superintendent, has 32 years of utility experience. He has been an Equipment Operator, Foreman, Superintendent, and Project Manager prior to his current position. His extensive experience and knowledge make his presence in the field a real asset, lending his expertise, assisting the Superintendents and Foremen, and ensuring crews are optimally scheduled and properly performing their duties.

Our Superintendents oversee multiple crews and have been involved in utility construction for a combined total of 146 years. Having worked with the local utility authorities for many years, they are aware of the daily challenges faced by the crews. Joe Bagford, Leonard Dennis, Kerry Jackson, Edric Martin, and Norm Weaver ensure their crews have the resources necessary to maintain their schedules. They are also tasked with ensuring the quality of the work meets or exceeds expectations.

Andrew Thomson, Safety Director, has previously served as a Corporate Health and Safety Director, Project Safety Manager, and Regional Manager of Health, Safety and Environment. He holds many certifications including OSHA 500, and his knowledge and experience helps Johnson-Davis Inc. maintain a safety culture that makes safety the responsibility of every employee.

We enjoy an excellent relationship with our bonding company, Liberty Mutual Insurance Co., with a single project capacity of $35,000,000 and an aggregate capacity in excess of $80,000,000. Our financial strength, technical expertise, and history of success in working with the FDOT have earned us a capacity rating in excess of $80,000,000 for underground utility work. We have also been listed in Engineer New Record's Top 600 Specialty Contractors nationwide for many years.

Johnson-Davis was created in 1977 when Herb Johnson envisioned the need in Florida for a reputable specialty contractor. Herb and his sons, Scott and Chris, worked only in Palm Beach County, were based in Herb's garage, and had only three leased pieces of heavy equipment to their name. Thirty-eight years later, the Johnson-Davis name is now synonymous with quality work as well as tremendous experience, resources, and knowledge.

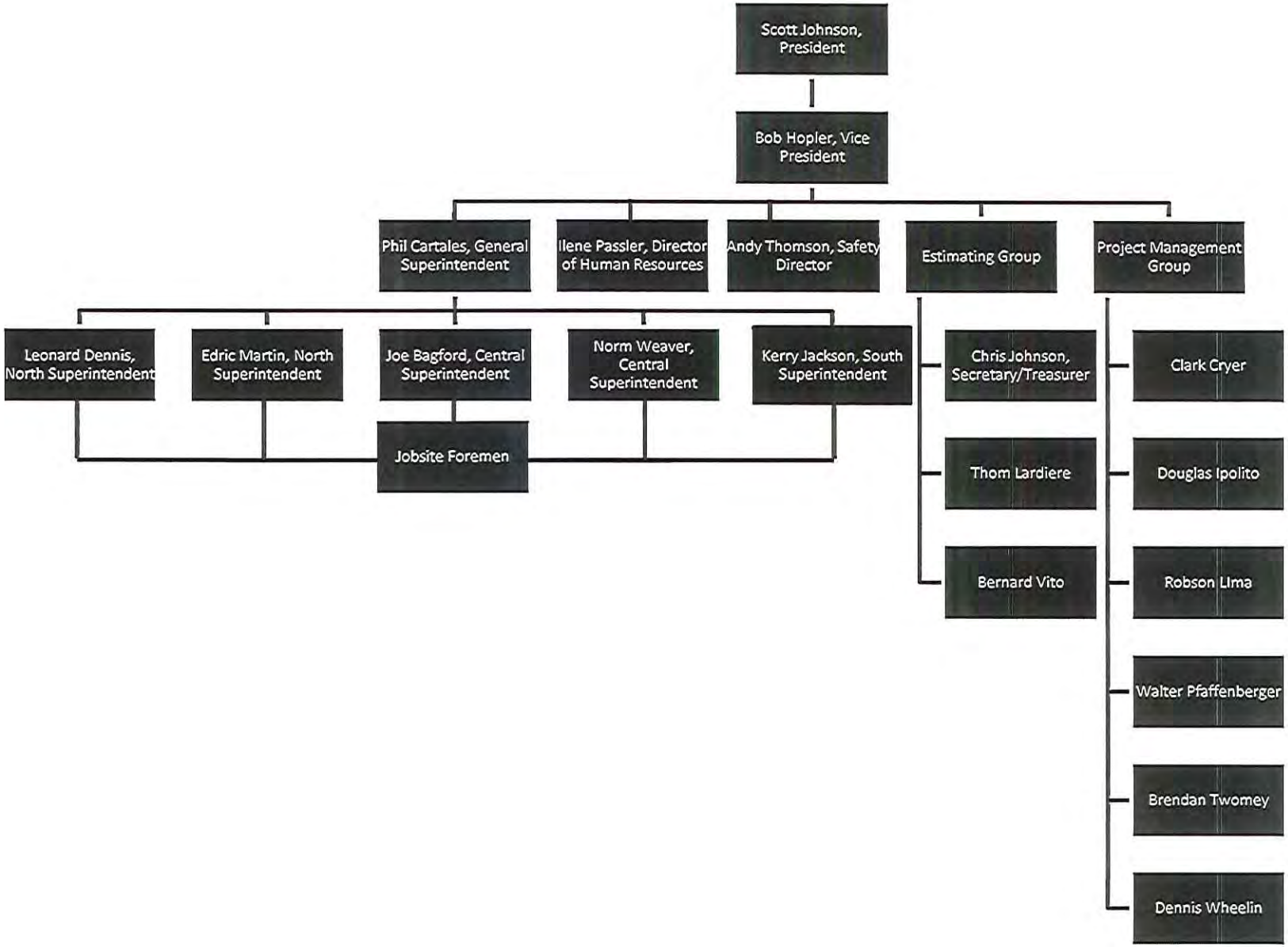
The company has since transitioned to Scott and Chris. The corporate headquarters is in Lantana and covers more than four acres of land, and we have a small office in Fort Pierce. Our project teams are located in these two offices. Johnson-Davis has more than 12 crews and owns enough equipment to support 15 crews. Johnson-Davis is privately-held, owned by Scott Johnson, Chris Johnson, Jeanne (Johnson) Cummings, and the Johnson Family Trust.

It can be seen that Johnson-Davis has both the experience and the key personnel necessary to successfully perform underground utility projects of all sizes and difficulty.

Johnson-Davis Inc.
Stockholders

Scott Johnson	604 Hillbrath Dr. Lantana, FL 33462	33%
Chris Johnson	604 Hillbrath Dr. Lantana, FL 33462	30%
Jeanne Cummings	604 Hillbrath Dr. Lantana, FL 33462	17%
Johnson Family Trust	604 Hillbrath Dr. Lantana, FL 33462	20%

Johnson-Davis Inc.



EMPLOYEE PROFILE

Joseph W. Bagford

EDUCATION:	**Santaluces High, Lantana, FL** **NUCA Confined Space Entry** **NUCA Competent Person Training** **OSHA Trench Safety Certified** **State of Florida Class B Water Technician**

EXPERIENCE:

2011 – Present	**Johnson-Davis Inc., Lantana, FL** Superintendent Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews on multiple projects and job sites.
2001 – 2011	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains, lift stations, sheeting, fire hydrants, HDPE pipe fusing, box culverts/underground tunnels, bridge drains, large jack and bore projects under highways, and arch bridge construction. Projects include DOT, municipalities and counties, SFWMD, LWDD, Army Corp of Engineers, airports, and private sector jobs.
1999 – 2001	**Centerline Utilities, Jupiter, FL** Foreman Field supervisor responsible for 5 to 7 person crew installing storm drainage, sanitary sewer, water, and force mains.
1988 – 1999	**City of Lake Worth, Lake Worth, FL** Foreman/Pipelayer/Heavy Equipment Operator Field supervisor and pipelayer installing water and sewer mains as well as operate track excavator, rubber tire backhoe, front end loader, and bulldozers.

JOHNSON-DAVIS INC.

Certificate of Completion

Joseph Bagford

Has successfully completed an 8 hour training course on Trenching & Excavation Competent Person fundamentals outlined in OSHA Subpart P, OSHA site inspection and application of regulatory standards in the underground construction industry.

This, the 23rd *day of* August, *2014 at Johnson - Davis Incorporated in Lantana, Florida*

Instructor _____ *Outreach Instructor #* C0071315

JOHNSON-DAVIS INC.

Certificate of Completion

Joe Bagford

Has successfully completed an 8 hour training course on Confined Space Safe Entry & Rescue fundamentals outlined in OSHA 1910.146 Subpart J, "Permit Required Confined Space". A confined space entry and rescue were also performed as a part of this course.

This, the 3rd *day of* October, 2014 *at Johnson - Davis Incorporated in Lantana,*

Instructor _____ *Outreach Instructor #* C0071315

Certificate of Completion

Joe Bagford

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Advanced Course.

10/06/2019	143	George Tedder, P.E.	2505
Expiration Date	FDOT Provider #	Instructor	Certificate #

A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Alachua, FL
www.aplustrainingbyronhenley.com
rhenley8@cox.net

For more information about Maintenance of Traffic (MOT) or to verify this
www.motadmin.com

EMPLOYEE PROFILE

Phil Cartales Jr.

EDUCATION:	**Strongsville High, Strongsville, OH** **AGC Heavy Equipment Apprenticeship Program, West Palm Beach, FL, Certified 1986**
EXPERIENCE:	
2010 – Present	**Johnson-Davis Inc., Lantana, FL** General Superintendent Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Schedule between 10 and 18 crews, coordinate the maintenance and transportation departments, and monitor the overall effectiveness of the field operation.
2008 – 2010	**Johnson-Davis Inc., Lantana, FL** Regional Superintendent Responsible for between 5 and 9 crews in the construction of municipal and private infrastructure improvements.
2004 – 2008	**Johnson-Davis Inc., Lantana, FL** Project Manager Company representative at pre-construction and project meetings. Order materials, billing, and job coordination for private and public utility projects.
1990 – 2004	**Johnson-Davis Inc., Lantana, FL** Superintendent Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.
1987 – 1990	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.
1983 – 1987	**Florida Stradtman, Inc., West Palm Beach, FL** Foreman/Heavy Equipment Operator

JOHNSON-DAVIS INC.

Certificate of Completion

Phil Cartales

Has successfully completed an 8 hour training course on Trenching & Excavation Competent Person fundamentals outlined in OSHA Subpart P, OSHA site inspection and application of regulatory standards in the underground construction industry.

This, the 23rd *day of* August, *2014 at Johnson - Davis Incorporated in Lantana, Florida*

Instructor _____ *Outreach Instructor #* C0071315

JOHNSON-DAVIS INC.

Certificate of Completion

Phil Cartales

Has successfully completed an 8 hour training course on Confined Space Safe Entry & Rescue fundamentals outlined in OSHA 1910.146 Subpart J, "Permit Required Confined Space". A confined space entry and rescue were also performed as a part of this course.

This, the 3rd *day of* October, *2014 at Johnson - Davis Incorporated in Lantana,*

Instructor _____ *Outreach Instructor #* C0071315

Certificate of Completion

Phil Cartales

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Advanced Course.

10/16/2013	145	George Tedder, P.E.	2401
Expiration Date	FDOT Provider #	Instructor	Certificate #

A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Alachua, FL
www.aplustrainingbyronhenley.com
rhenley4@cox.net

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www.motadmin.com

EMPLOYEE PROFILE

William Clark Clifford Cryer

EDUCATION:

B.S. – Business Administration,
Real Estate and Construction Management Major
University of Denver, Denver, CO

EXPERIENCE:

2014 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Company representative at pre-construction and project meetings. Order materials, billing, and job coordination for private and public utility projects.

2013 – 2014

Johnson-Davis Inc., Lantana, FL
Superintendent
Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.

2012 – 2013

Johnson-Davis Inc., Lantana, FL
Foreman
Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.

2011 – 2012

Johnson-Davis Inc., Lantana, FL
Punch Out Crew Leader and Skilled

OTHER CERTIFICATIONS:
OSHA 30 hour Construction Health and Safety Course

Certificate of Completion

William Cryer

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Advanced Course.

10/10/2019	146	George Tedder, P.E.	2482
Expiration Date	FDOT Provider #	Instructor	Certificate #

A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Alachua, FL
www.aplustrainingbyronhenley.com
rhenley8@cox.net

For more information about Maintenance of Traffic (MOT) or to verify this
www.motadmin.com

EMPLOYEE PROFILE

Leonard Dennis

EXPERIENCE:

1995 – Present	**Johnson-Davis Inc., Lantana, FL** Superintendent Underground utility construction contractor specializing in DOT projects including water, sewer, and storm drainage systems, as well as highway and road construction. Responsible for between 5 and 9 crews in the construction of municipal and private infrastructure improvements. Liaison between Project Manager and Foremen overseeing field operations.
1990 – 1995	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.
1988 – 1990	**Johnson-Davis Inc., Lantana, FL** Pipelayer/ Skilled Laborer for pipe laying crew installing water, sewer and drainage pipe

EXPERIENCE, JOB SCOPE, AND RESPONSIBILITIES:

- Design/build projects up to 20 miles in length
- Jack & Bore – Directional Boring
- All phases of construction of Bebo bridges and Conspans
- Bridges and Approaches
- Banks and Shoreline Stabilization
- Laser Profiling
- Dewatering
- Proficient/knowledgeable of DOT standards and specifications
- Plan and review project work, scheduling, project layout, equipment, and manpower utilization
- Coordinate, direct, and monitor activities of subcontractors and suppliers
- Maintain EEO compliance
- Maintain excellent safety and security practices for entire project

SAMPLE SUPERVISION OF DOT PROJECTS:

- I-95 E5K75 – Brevard County, Design Build Project $11.2M
  Install drainage to 18 feet deep in median, jack and bores for Community Asphalt Co.

- I-95 E5N21 – Brevard County, Design Build Project $4.7M
  Drainage, jack and bores for Hubbard Construction Co.

- State Road A1A Mud Creek – Fort Pierce, St. Lucie County $758K
  Drainage, utility adjustments, road crossings for Dickerson Florida Inc.

- State Road A1A 2B – Fort Pierce, St. Lucie County $1.1M
  Drainage, watermain, forcemain, rock rubble for Dickerson Florida Inc.

- State Road A1A S. Ocean to Seaway – Fort Pierce, St. Lucie County $2.1M
  Drainage, watermain, forcemain, rock rubble for Dickerson Florida Inc.

- US-1 – Rio Mar – Fort Pierce/Port St. Lucie, St. Lucie County $5.2M
  Full-scale utility relocations, setting of arch plate pipe, sand cement riprap, headwalls, steel sheeting, install pipe and box culverts for complete drainage redesign for Hubbard Construction Co.

- State Road 76 Kanner Highway – Stuart, Martin County $180K
  Drainage, modify drainage structure tops for realignment of roadway for Dickerson Florida Inc.

- State Road 70 – Fort Pierce, St. Lucie County $1.1M
  Rock rubble, ditch lining, steel sheeting, drainage for J.W. Cheatham

- State Road 5 – Jupiter, Palm Beach County $760K
  French drain, water utility offsets, force main relocations for Community Asphalt Co.

JOHNSON-DAVIS INC.

Certificate of Completion

Leonard Dennis

Has successfully completed an 8 hour training course on Trenching & Excavation Competent Person fundamentals outlined in OSHA Subpart P, OSHA site inspection and application of regulatory standards in the underground construction industry.

This, the 23rd *day of* August, *2014 at Johnson - Davis Incorporated in Lantana, Florida*

Instructor _____ *Outreach Instructor #* C0071315

Certificate of Completion

Leonard Dennis

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Advanced Course.

10/10/2018	145	George Tedder, P.E.	2480
Expiration Date	FDOT Provider #	Instructor	Certificate #

A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Alachua, FL
www.aplustrainingbyronhenley.com
rhenley8@cox.net

For more information about Maintenance of Traffic (MOT) or to verify this
www.motadmin.com

EMPLOYEE PROFILE

Doug Ipolito

EXPERIENCE:

2008 – Present	**Johnson-Davis, Inc., Lantana, FL** **Project Manager** Underground utility construction contractor specializing in DOT projects including water, sewer, storm drainage systems, as well as highway and road construction.
2006 - 2008	**Hubbard Construction Company** Project Engineer
2004 – 2006	**Subaqueous Services, Inc.** **Lake Michigan Contractors** Project and Operations Manager
1988 – 2004	**Great Lakes Dredge and Dock Company** Project Manager – 1997 – 2004 Project Engineer – 1993 – 1997 Field Engineer – 1988 - 1993
EDUCATION:	**AAS Civil Engineering** – **Erie Community College, Buffalo, NY** – **Civil Engineering, SUNY Buffalo**

Certificate of Completion

Douglas Ipolito

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Advanced Course.

10/10/2018	145	George Tedder, P.E.	2479
Expiration Date	FDOT Provider #	Instructor	Certificate #

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Alachua, FL
www.aplustrainingbyronhenley.com
rhenley6@cox.net

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www.motadmin.com

EMPLOYEE PROFILE

Robert A. Hopler

EDUCATION:	**BS – Civil Engineering** **Bucknell University, Lewisburg, PA** **MBA** **Rutgers University, Newark, NJ**
EXPERIENCE:	
2006 – Present	**Johnson-Davis Inc., Lantana, FL** Vice President Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.
2004 – 2006	**Nordic Contracting Co., Inc., NJ** Controller
1983 – 2004	**Stroud-Hopler, Inc., NJ** President and sole stockholder Heavy/highway construction company Private and Public sectors
1980 – 1983	**Stroud-Hopler, Inc., NJ** Project Manager – Site Supervisor
1978 – 1980	**Nichols Engineering and Research, NJ** Project Engineer

RELATED ACCOMPLISHMENTS:

NJ Licensed Professional Engineer

EMPLOYEE PROFILE

Kerry S. Jackson

EDUCATION:	**Heslett High, Heslett, MI**
EXPERIENCE:	
2001 – Present	**Johnson-Davis Inc., Lantana, FL** Superintendent Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.
1998 – 2001	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.
1991 – 1998	**Underground Industries, West Palm Beach, FL** Pipelayer/Heavy Equipment Operator Coordinate the installation of water, sanitary sewer, and storm drainage pipe as well as operate track excavator, rubber tire backhoe, and front end loader.
1987 – 1991	**Orton Construction, West Palm Beach, FL** Pipelayer Coordinate the installation of water, sanitary sewer, and storm drainage pipe.

JOHNSON-DAVIS INC.

Certificate of Completion

Kerry Jackson

Has successfully completed an 8 hour training course on Trenching & Excavation Competent Person fundamentals outlined in OSHA Subpart P, OSHA site inspection and application of regulatory standards in the underground construction industry.

This, the 23rd *day of* August, *2014, at Johnson - Davis Incorporated in Lantana, Florida*

Instructor _____ *Outreach Instructor #* C0071315

JOHNSON-DAVIS INC.

Certificate of Completion

Kerry Jackson

Has successfully completed an 8 hour training course on Confined Space Safe Entry & Rescue fundamentals outlined in OSHA 1910.146 Subpart J, "Permit Required Confined Space". A confined space entry and rescue were also performed as a part of this course.

This, the 3rd *day of* October, *2014 at Johnson - Davis Incorporated in Lantana,*

Instructor _____ *Outreach Instructor #* C0071315

The American Traffic Safety Services Association

This is to certify that

Kerry Jackson

has demonstrated a thorough knowledge of the standards, guidelines and practices of traffic control in highway construction and maintenance work areas and has completed all the requirements of the American Traffic Safety Certification Program to the satisfaction of the Certification Board; is this date awarded the designation of:

Traffic Control Supervisor

and is fully entitled to all the rights and privileges associated with this designation. This certificate will remain in effect until the expiration date noted herein unless otherwise revoked by action of the Certification Board.

Issue Date: 10/24/2014

Expiration Date: 11/10/2015

Certification #: 209935

ATSSA

SAFER ROADS SAVE LIVES

Training & Products Dept. Director

President, CEO

EMPLOYEE PROFILE

Christopher Johnson

EDUCATION:	**BBA** **Stetson University, Deland, FL** **CPR Certified**
EXPERIENCE:	
2008 – Present	**Johnson-Davis Inc., Lantana, FL** Secretary/Treasurer/Estimator Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.
1992 – 2008	**Johnson-Davis Inc., Lantana, FL** Secretary/Treasurer/Operations Manager Oversee field operations of 150 field personnel in seven southeast Florida counties. Scheduling 16 crews, coordinate the maintenance and transportation departments, monitor the overall effectiveness of the field operation.
1983 – 1992	**Johnson-Davis Inc., Lantana, FL** General Superintendent Scheduling all field crews. Responsible for between 3 and 12 crews in the construction of municipal and private infrastructure improvements.
1981 – 1983	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 4 to 5 person crew installing water main, water services, and conflict crossings.

EMPLOYEE PROFILE

Scott J. Johnson

EDUCATION:	**Bucknell University, Lewisburg, PA** **BS – Civil Engineering**
EXPERIENCE:	
1992 – Present	**Johnson-Davis, Inc., Lantana, FL** President Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.
1981 – 1992	**Johnson-Davis, Inc., Lantana, FL** Project Manager/Estimator
1977 – 1981	**Johnson-Davis, Inc., Lantana, FL** Pipe Foreman
1976 – 1977	**Palm Beach Utilities, Palm Beach Gardens, FL** Utility Inspector/Land Surveyor

MEMBERSHIPS & ASSOCIATIONS

National Underground Contractors Association
(Past President 1987, 1989, 1993, 1998 and 1999)

Associated General Contractors
(Past President FL East Coast Chapter – 1995)

Certified Underground Utility and Excavation Contractor
State of Florida – License # CU-C04J087

EMPLOYEE PROFILE

Robson Lima

EDUCATION:

B.S. – Civil Engineering
University of Miami, Coral Gables, FL
A.A. – Civil Engineering
Broward Community College, Ft. Lauderdale, FL

EXPERIENCE:

2013 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems and dewatering, as well as highway and road construction. Tasks include project takeoffs, material ordering, subcontractor agreements, project meetings, monthly billing, and change orders.

2009 – 2013

Dragados USA, Inc, Davie, FL
Utilities & Intelligent Transportation System (ITS) Manager
I-595 – the largest roadway improvement project in Florida. Responsible for all utility relocations, negotiations, and agreements with utility owners for Florida Department of Transportation project. Also responsible for detailed plan evaluation and analysis to determine and resolve utility conflicts, and scheduled and coordinated utility relocations. ITS planning and installation of underground infrastructure for the first automated reversible express lane system in South Florida. Also responsible for procuring and managing subcontractors, budgeting, and negotiating monthly payment requisitions with subcontractors.

2007 – 2008

HJ Foundation, Inc., Miami, FL
Assistant Project Manager
Generated advanced take-offs and submittal packages for piling multiple foundation projects. Performed quality assurance and management for deep foundation jobs, and documented field work resulting in significant savings and unproblematic negotiation.

RELATED ACCOMPLISHMENTS:
OSHA 30-hr Construction Health and Safety Course
CPR certified
Fluent in English and Portuguese, conversational Spanish

EMPLOYEE PROFILE

Edric Martin

EDUCATION:	**South Fort High, Stuart, MI** **CPR Certified** **OSHA Trench Safety Certified**
EXPERIENCE:	
2007 – Present	**Johnson-Davis Inc., Lantana, FL** Superintendent Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.
2002 – 2007	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.
1998 – 2002	**Johnson-Davis Inc., Lantana, FL** Heavy Equipment Operator and Operator Trainer Operate track excavator, rubber tire backhoe, and front end loader, and train employees on same.
1990 – 1998	**Hardy Construction, Davie, FL** Pipelayer/Heavy Equipment Operator Coordinate the installation of water, sanitary sewer, and storm drainage pipe as well as operate track excavator, rubber tire backhoe, and front end loader.

JOHNSON-DAVIS INC.

Certificate of Completion

Edric Martin

Has successfully completed an 8 hour training course on Trenching & Excavation Competent Person fundamentals outlined in OSHA Subpart P, OSHA site inspection and application of regulatory standards in the underground construction industry.

This, the 23rd *day of* August, *2014 at Johnson - Davis Incorporated in Lantana, Florida*

Instructor _____ *Outreach Instructor #* C0071315

JOHNSON-DAVIS INC.

Certificate of Completion

Edric Martin

Has successfully completed an 8 hour training course on Confined Space Safe Entry & Rescue fundamentals outlined in OSHA 1910.146 Subpart J, "Permit Required Confined Space". A confined space entry and rescue were also performed as a part of this course.

This, the 3rd *day of* October, *2014 at Johnson - Davis Incorporated in Lantana,*

Instructor _____ *Outreach Instructor #* C0071315

JOHNSON-DAVIS INC.

Certificate of Completion

Edric Martin

Has successfully completed a 2 hour training course on Asbestos Awareness in relation to OSHA Class IV asbestos worker awareness of hazards for the removal of asbestos containing cement pipe. This training is in accordance with the requirements of the following regulations: 29 CFR 1910.1001, 29 CFR 1915.1001, 29 CFR 1926.1101, and AHERA 40 CFR 763.92(a)(1)

This, the 12th *day of* November, *2014 - Johnson - Davis Incorporated, Lantana, Florida*

Instructor _____ *Outreach Instructor #* C0071315

EMPLOYEE PROFILE

Ilene K. Passler

EDUCATION:

BBA – Management
The University of Texas at Austin, Austin, TX
MBA
Wake Forest University, Winston-Salem, NC

EXPERIENCE:

2010 – Present

Johnson-Davis Inc., Lantana, FL
Human Resources Director
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.

2009 – 2010

Jordan Dynamics, Palm Beach Gardens, FL
Human Resources Consultant
Consulted with assigned clients including national and multi-site accounts for benefits and human resources consulting agency that services industries including medical, legal, hospitality, and construction.

2005 – 2009

Rybovich Boat Company, West Palm Beach, FL
Human Resources Director
Led human resources function for a dynamic mega yacht repair facility, marina, and sportfish boat builder that in fewer than four years grew from 175 to 300 employees and then reduced its workforce back to 185 employees.

1999 – 2005

Ranger Construction Industries, W. Palm Beach, FL
Human Resources Manager
Managed human resources issues at corporate headquarters for multi-division, multi-location heavy highway construction contractor with 900 employees nationally.

RELATED ACCOMPLISHMENTS:

Senior Professional in Human Resources, Active Certification

EMPLOYEE PROFILE

Walter Pfaffenberger

EDUCATION:	**BBA – Business Administration** **Palm Beach Atlantic College, West Palm Beach, FL**
EXPERIENCE:	
2003 – Present	**Johnson-Davis Inc., Lantana, FL** Project Manager Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Company representative at pre-construction and project meetings. Order materials, billing, and job coordination for private and public utility projects.
2002 – 2003	**Johnson-Davis Inc., Lantana, FL** Heavy Equipment Operator
1999 – 2002	**J.G. Developers Inc., Pearl River, NY** President Researched and selected subdivision lots for homes. Involved in interim finance acquisition, budgeting, contracting, and architect interface on design for single family dwellings. Schedule, monitor, and inspect work.
1997 – 1999	**R.D.&P. Construction Corp., Pearl River, NY** Construction Manager Estimating, budgeting, and invoicing of commercial and residential site work contracts. Schedule, monitor, and inspect work.
1995 – 1997	**R.D.&P. Construction Corp, Pearl River, NY** Supervisor Supervised contracts including site work on underground excavation involving grading, piping, and utilities. Hired, trained, scheduled, and managed employees.

RELATED ACCOMPLISHMENTS:

Class V Fire Sprinkler Contractor

EMPLOYEE PROFILE

Andrew Thomson

EXPERIENCE:

2014 – Present — **Johnson-Davis Inc., Lantana, FL**
Safety Director
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.

2012 – 2014 — **JANX Inc, East Brunswick, FL**
Manager- Plastic Training and Testing Group
For a nationwide testing contractor servicing the utilities transmission and distribution industries, power generation, and manufacturing industries.

2010 – 2012 — **J.F. Kiely Construction**
Health and Safety Director
Analyzed and developed culture, job hazard analysis, safety meetings, wrote safety incentive program for field employees, developed utility industry specific equipment and process training, and conducted incident investigations for a statewide utilities distribution contractor servicing the natural gas and water utilities of NJ.

EDUCATION: — **Woodbridge Senior High, Woodbridge, VA**
3 years – University of Dayton, Dayton, OH

OTHER NOTABLE CERTIFICATIONS:
OSHA 500 authorized
Authorized OSHA 10 and OSHA 30 hour construction safety trainer
CPR and Basic First Aid authorized Facilitator and Trainer
American Welding Society Certified Associate Welding Inspector (API Code discipline)

Certificate of Completion

Andrew Thomson

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Advanced Course.

10/10/2018	145	George Tedder, P.E.	2477
Expiration Date	FDOT Provider #	Instructor	Certificate #

A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Alachua, FL
www.aplustrainingbyronhenley.com
rhenley8@cox.net

FDOT

For more information about Maintenance of Traffic (MOT) or to verify this

www.motadmin.com

EMPLOYEE PROFILE

Brendan Thomas Twomey

EDUCATION:

B.S. – Civil Engineering
Florida Institute of Technology, Melbourne, FL

EXPERIENCE:

2009 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems and dewatering, as well as highway and road construction. Tasks include project takeoffs, material ordering, subcontractor agreements, project meetings, monthly billing, and change orders. Notable projects include Boynton Regional Force Main Jack and Bore ($1.2 mil), Central Blvd IQ Main ($236 k), Palm Beach County Utilities Annual Contract ($6.8 mil), Solid Waste Authority Renewable Energy Facility #2 ($2.3 mil). Other capabilities include SFWMD dewatering permits, NPDES permits and SWPPP Plans, MOT Plans, Davis-Bacon requirements. Experience with working in CSX and FEC railroad right-of-way.

2006 – 2009

Twomey Engineering, West Palm Beach, FL
Worked for a professional engineer assigned with multiple tasks including performed wind pressure calculations for roof systems and other structural members per FBC, performed structural analysis for glass frame systems and sheet piling systems, developed Auto-Cad structural shop drawings, computed cost estimates for both small residential and commercial projects, conducted on-site inspections including soil densities and proctors, different kinds of concrete pours, pressure tests for water and force main, performed sewer lampings, roof decking rehabilitation inspections, developed technical letters for P.E., and assisted with monthly billings and company finances.

OTHER NOTABLE CERTIFICATIONS:
OSHA 10-hr Construction Health and Safety Course
FDEP NPDES Inspector #521

EMPLOYEE PROFILE

Bernard Vito

EDUCATION:

AS – Engineering Science
Monroe Community College, Rochester, NY
BS – Engineering Technology
Rochester Institute of Technology, Rochester, NY

EXPERIENCE:

2012 – Present

Johnson-Davis Inc., Lantana, FL
Estimator/Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Company representative at pre-construction and project meetings. Order materials, billing, and job coordination for private and public utility projects. Prepare estimates for private and public work as both prime and subcontractor.

1992 – 2012

Underground Industries, Inc., West Palm Beach, FL
President
Involved in all phases of company management for company ranging from 55 to 65 employees and revenues from $6 million to $8 million. Responsibilities included review and approval of major equipment purchases and repairs, accounting and insurances, and responsible for money management and collections, and estimating. Oversaw office manager, general superintendent, and project managers.

1984 – 1992

Underground Industries, Inc., West Palm Beach, FL
Estimator/Vice President
Estimated all company public and private projects bid.

RELATED ACCOMPLISHMENTS AND MEMBERSHIPS:

- State of Florida Certified General Contractor
- State of Florida Certified Underground Utility and Excavation Contractor
- State of Florida Certified Roofing Contractor
- Class V Fire Sprinkler Contractor
- Underground Contractors Association
  (Board Member since 1988, President 1999 and 2000, Fishing Committee Chairman 2000 -2010)
- National Underground Contractors Association
  (Board Member 1999 and 2000)

EMPLOYEE PROFILE

Norman E. Weaver Jr.

EXPERIENCE:

2012 – Present	**Johnson-Davis Inc., Lantana, FL** Superintendent Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.
2009 – 2012	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.
1970 – 2009	**Belvedere Contracting, Jupiter, FL** Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.

JOHNSON-DAVIS INC.

Certificate of Completion

Norm Weaver

Has successfully completed an 8 hour training course on Trenching & Excavation Competent Person fundamentals outlined in OSHA Subpart P, OSHA site inspection and application of regulatory standards in the underground construction industry.

This, the 23rd *day of* August, *2014 at Johnson - Davis Incorporated in Lantana, Florida*

Instructor _____ *Outreach Instructor #* C0071315

Contact Information for Key Personnel

We do not know at this time exactly who will be assigned to this project, but it will be from the following list. Contact information and employee profiles are provided for all key personnel who might be assigned to this project.

Johnson-Davis Inc.
604 Hillbrath Drive
Lantana, FL 33462
561-588-1170

Joseph Bagford	jbagford@johnsondavis.com	Superintendent
Phil Cartales Jr	pcartales@johnsondavis.com	General Superintendent
William CC Cryer	ccryer@johnsondavis.com	Superintendent
Leonard Dennis	ldennis@johnsondavis.com	Superintendent
Robert Hopler	bhopler@johnsondavis.com	Vice President
Douglas Ipolito	dipolito@johnsondavis.com	Project Manager
Kerry Jackson	kjackson@johnsondavis.com	Superintendent
Christopher Johnson	cjohnson@johnsondavis.com	Secretary/Treasurer
Scott Johnson	sjohnson@johnsondavis.com	President
Robson Lima	rlima@johnsondavis.com	Project Manager
Edric Martin	emartin@johnsondavis.com	Superintendent
Ilene Passler	ipassler@johnsondavis.com	HR Director
Walter Pfaffenberger	wpfaffenberger@johnsondavis.com	Project Manager
Andrew Thomson	athomson@johnsondavis.com	Safety Director
Brendan Twomey	btwomey@johnsondavis.com	Project Manager
Bernard Vito	bvito@johnsondavis.com	Estimator/Project Manager
Norman Weaver	nweaver@johnsondavis.com	Superintendent

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

JOHNSON, SCOTT JAMES
JOHNSON-DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC043087 ISSUED: 06/15/2014

CERT UNDERGROUND & EXCAV CNTR
JOHNSON, SCOTT JAMES
JOHNSON-DAVIS INCORPORATED

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1406150001751

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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
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Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

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JOHNSON-DAVIS INCORPORATED
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2014-2015

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT

HONORABLE RUTH PIETRUSZEWSKI CFC, TAX COLLECTOR
3485 S.E. WILLOUGHBY BLVD., STUART, FL 34994
(772) 288-5604

CHARACTER COUNTS IN MARTIN COUNTY

ACCOUNT 1987-520-0075 CERT CUC43087
PHONE (561)588-1170 SIC NO 333131
LOCATION: OUT OF COUNTY MAR

Ruth Pietruszewski — Great Seal of the State of Florida — In God We Trust — Martin County Tax Collector

PREV YR.	$ .00	LIC. FEE	$ 26.25
	$ .00	PENALTY	$ .00
	$ .00	COL. FEE	$ .00
	$ .00	TRANSFER	$ .00
	TOTAL 26.25		

JOHNSON, SCOTT J, CUC043087
JOHNSON-DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462

HAS SATISFIED REQUIREMENTS TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION
OF UNDERGROUND UTILITIES
AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE
21 DAY OF AUGUST 2015 20 14
AND ENDING SEPTEMBER 30.

805 2013 05146.0001 PAID

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ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS SUBJECT TO A $250 FINE. IF NOT PAID BY SEPT. 30TH, A DELINQUENT PENALTY OF 10% FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	JOHNSON SCOTT J	CUC043087	U14.616165 - 07/11/14	$99.00	B40162718

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PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

B1 - 364

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462-1656

LBTR Number: 199306319
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0137 CW UNDERGROUND UTILITY &	JOHNSON SCOTT J	CUC043087	U14.616165 - 07/11/14	$105.85	B40162719

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STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

B3 - 363

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462-1656

LBTR Number: 199306318
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

LOCAL BUSINESS TAX RECEIPT

TOWN OF LANTANA, FLORIDA

RECEIPT NUMBER: 9300617

EFFECTIVE DATE:

EXPIRATION DATE:
09/30/2015

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

BUSINESS LOCATION:
604 HILLBRATH DR
LANTANA. FLORIDA 33462-1656

NAME OF BUSINESS
JOHNSON-DAVIS INC

BUSINESS CLASSIFICATION:
014 - OFFICE

BUSINESS TYPE:
014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

TO AVOID PENALTIES PLEASE RENEW ON OR BEFORE SEPTEMBER 30, 2015

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE

JOHNSON-DAVIS INC.

"Construct With Confidence"

CORPORATE SAFETY MANUAL

Rev. 0 June, 2014

• *Heavy Construction* • *Underground Utilities* •

JOHNSON-DAVIS INC.

"Construct With Confidence"

CORPORATE SAFETY MANUAL

• *Heavy Construction* • *Underground Utilities* •

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Introduction

"Management Commitment and Expectations"

When developing this manual there was only one clear intention, one purpose meant to guide all of our employees – "The most important part of everyday work at Johnson – Davis is ensuring that we all get to come back again tomorrow in the same or better condition than when we started today." To that end, this manual was created to guide us in the following ways;

1. Recognizing the hazards that we face in our work, some clear and some hidden,
2. Telling us what established rules govern how employers and employees lessen or eliminate these hazards, and
3. What we may need to do in order to come up with creative solutions to achieve sustainable compliance with local, state, and federal regulations

Regulations were developed with employee safety in mind; therefore if we achieve compliance, we achieve a safe work atmosphere for all employees. It is a condition of employment with our company that all employees learn, ask questions and apply the company safety program to all work activities.

Management's commitment is that every reasonable effort will be made to provide, maintain and sustain a safe and healthy workplace for all employees of Johnson – Davis Inc. We will provide advanced training to applicable job classifications. We will also insist on safe methods and work practices from all employees, sub-contractors and delivery vendors at all times. Where we encounter a situation that challenges our understanding or compliance with rules to live by, any and all feasible solutions will be sought to ensure the safety of our employees, sub-contractors and the general public.

Additionally we will;

1. Adhere to all federal, state and local laws and regulations in regard to safety and health in the construction industry
2. Conduct all operations with good sense and safe work practices commensurate with varied conditions, locations and circumstances of our job sites
3. Exercise good judgment in the application of our program guidelines
4. Protect members of the public to the best of our ability

Other parties activities on multiple trade construction sites can and do often pose a safety risk to our employees. We will make every effort to ensure that our presence or the presence of other contractors and their work do not pose conflicting safety risks to one another. It is the duty of any employee to report any concern of this nature to their immediate Supervisor so that action can be taken to correct the problem before an injury occurs. All supervisory personnel have the full support of management to ensure adherence to our safety program guidelines.

Work Safely - Live Safely!

Section 1 – Safety Program – General Overview

1. The Johnson – Davis Safety Program was designed with the philosophy that all accidents are preventable and all near misses are learning experiences. All the regulatory elements of a great safety program are contained in the following pages. The rest is up to you. You must be willing to follow the rules not because they are rules, but because those rules make perfectly good sense and could lengthen and improve the quality of your life and the lives of the people you work with by a considerable amount of time. We could not, and would never bid and win work by taking costly safety shortcuts. These shortcuts lead to injuries or worse and end up costing 10 times what was saved just to get that next job.

   1.1. Duty to become familiar with the program

   This manual is issued to you not so that it can be read through casually and put aside, but to be used regularly as a resource reference manual and guide to complete your work. There is a right and a wrong way to perform every task connected with your work. Safe work practices that apply to all our jobs are clearly outlined in the manual. Following these safe work practices regularly develops safe habits that reduce your risk of injury. STUDY AND REFER TO IT REGULARLY. Your safety depends on it.

   1.2. Compliance with safety rules

   1.2.1. All employees are required to know and comply with the safety rules that apply to their jobs. To establish proper attitudes among employees and instill respect for safety rules, supervision must set the example. Supervisors who know and follow the prescribed safe work practices and demand the same from their employees will have a team that works efficiently and without incidents.

   1.2.2. Employees should feel comfortable in making suggestions or pointing out safety concerns. Normally these items should be addressed to the immediate supervisor who shall see that these concerns are directed to the appropriate level for resolution.

   1.3. Disciplinary policy related to safety

   1.3.1. Some form of disciplinary action will follow all serious violations of safety rules, procedures or safe work practices. The severity of the violation will determine the action to be taken up to and including possible termination if the severity of the infraction warrants such action.

   1.3.2. All employees are required to know and comply with the safety rules which apply to their jobs. Failure to observe the safety rules cannot, and will not be tolerated.

1.3.3. In summary, it is the policy of Johnson – Davis Incorporated that any employee who violates any of the company's rules and regulations or standards of employee conduct and behavior shall be subject to disciplinary action. These actions are in no required order and depend on the seriousness of the offense. Progressive and appropriate disciplinary actions take the following path;

1.3.3.1. Oral reminder (First time/Non-serious)

1.3.3.2. Written reprimand and retraining (Multiple/Non-serious/Serious)

1.3.3.3. Suspension without pay (Multiple/Serious)

1.3.3.4. Termination (Multiple/Serious/Threatening to Life)

1.3.4. These guidelines meet the minimum corporate requirement for progressive discipline; the discipline policy may be modified to address specific contract requirements but may not be less stringent. The more stringent disciplinary guidelines shall apply at all times.

1.3.5. Supervisors and Foremen will also be held accountable for the unsafe acts of their employees to the extent of their ability to have prevented any unsafe act, in the judgment of management, from occurring.

1.3.6. Established Johnson – Davis written warning forms will be used to document disciplinary actions. Job site coaching/retraining may be used for some first time offenses where it is reasonable to believe that an employee may not yet fully understand company safety rules/guidelines.

1.3.7. Guidelines for administration of disciplinary policy

1.3.7.1. Oral Reminder

Violation type: Non-serious

Examples: First time offense of non-life threatening work processes such as;

- ✓ Failure to wear PPE
- ✓ Poor housekeeping
- ✓ Poor conduct

- Written Reprimand and Retraining

  Violation type: Non-serious or Serious Second Violations for;

  - ✓ Knowingly endangering one's self or others
  - ✓ Insubordination
  - ✓ Failure to wear PPE where the danger of injury is considerable

Other Examples may include but are not limited to:

- ✓ Failure to set up job site properly with traffic control devices
- ✓ Failure to use ladders properly
- ✓ Failure to complete and display a confined space entry permit
- ✓ Failure to use or properly maintain respiratory protective equipment
- ✓ Failure to maintain a company vehicle in proper operating condition
- ✓ Falsifying safety meeting documents (signing without conducting meeting)
- ✓ Failure to use safety belts in vehicles and equipment
- ✓ Failure to use fall protection or erect fall protection where required
- ✓ Failure to maintain spoils setback minimum of 2' at trenches/excavations
- ✓ Entering a confined space without proper equipment/procedure or training
- ✓ Failure to hand-dig to locate utilities prior to use of mechanized equipment

- Suspension

  Violation type: Serious Second violations for;

  - ✓ Continual failure to wear PPE
  - ✓ Willfully & knowingly endangering one's self or others by not following a safe work rule/rules
  - ✓ Insubordination
  - ✓ Falsifying safety records
  - ✓ Continued violations already listed

- Termination

  Violation type: Serious or Life Threatening Second violation of a serious offense or;

  - ✓ Endangering the lives of co-workers, the public or one's self
  - ✓ Habitually ignoring established safe work practices
  - ✓ Use, possession or distribution of alcohol or illicit substances while on company property, on company job sites or in a company vehicle
  - ✓ Unsafe operation of a company vehicle

1.4. "Timeline of Safety Activities"

1.4.1. All Safety activities performed by the company follow a timeline that keeps safety at the forefront of everything that we do. We have established the following activities to ensure this forward – thinking philosophy;

1.4.1.1. Daily pre-job safety meetings

1.4.1.2. Weekly Safety Talks (aka “Toolbox Talks”, “Weekly Safety Meetings”)

1.4.1.3. Monthly Safety Committee meetings to discuss program initiatives

1.4.1.4. Annual refresher training on selected topics

1.5. Daily Pre-job Safety Meetings are designed to be used as a planning tool for crew Foremen and Leaders so that once given a start and end point for the day by their supervision, this meeting will document the steps necessary to achieve the day’s work safely and efficiently. ALL members of the crew are required to participate in this meeting which follows a three step principle;

1.5.1. **IDENTIFY HAZARDS** present during daily activities of each crew-member

1.5.2. **LIST POTENTIAL INJURIES** that the identified hazards are likely to inflict

1.5.3. **ABATE** or otherwise lessen the severity of each hazard by discussing ways to bring more attention to the hazard, eliminate it altogether, or lessen the impact of the hazard through the use of PPE or other protective means

1.5.4. A sample of the Johnson – Davis Pre-Job Safety Meeting form can be located in appendix 2 of this program document.

Detailed explanation of the Pre-Job Safety Meeting process can be found in section 1.5 – “Safety Meetings and Job Planning”.

1.6. Weekly Safety Talks (Toolbox Talks) are designed to keep each crew focused each week on selected topics of significance to the industry, our specific business sector and our individual work groups, grouped together as “Shop” and “Field”. This is done in an effort to target training areas of opportunity and those areas that may need to be discussed. Tailored training keeps employees and management “plugged in” to these areas of concern. Examples of topics that have become Weekly Safety Talks are;

1.6.1. Hot Weather Safety

1.6.2. OSHA’s National Fall Prevention stand-down

1.6.3. Struck – by Hazards

1.6.4. Housekeeping

1.6.5. Confined Spaces in Construction

1.6.6. Battery Safety

1.6.7. Asbestos & Silica Hazards

1.6.8. Gloves

1.6.9. Operating Forklifts

A sample of the Johnson – Davis Weekly Safety Meeting can be found in appendix 1 of this program document.

1.7. Monthly Safety Committee Meetings are an integral part of the company's culture, as the Safety Committee, comprised of both management and field employees, seeks out and focuses on safety issues that can be either damaging or reinforcing to the culture. Where damaging issues are found the committee seeks solutions to either eliminate the problem or compromise on an effective solution. These exercises, although sometimes tense, are essential to the continual cultural growth and stamina of the company. Issues that reinforce or affirm the cultural strength of the company are also discussed and shared with all employees of the company. Both positive and negative issues discussed in Monthly Safety Committees are shared through weekly talks, pay memos and periodic company newsletters. A few basic rules that govern the operation of the Monthly Safety Committee are as follows;

1.7.1. Membership must consist of at least one field employee per management employee

1.7.2. Each Division (north, south and shop) must have at least one representative member sitting on the committee

1.7.3. A term limit of 6 months must be adhered to by all members with the exception of the corporate sponsor, who keeps minutes, tracks progress and deliverables of all committee members and identified projects of the committee

1.7.4. One meeting per calendar month MUST BE held

1.7.5. Meetings where more than 2 members of the committee cannot attend will be rescheduled as close to the original meeting date as possible

1.7.6. Topics introduced in the committee will be kept to the business of safety and improving the safe culture of the company

1.7.7. No meetings shall be held on overtime or beyond 5:00 pm

1.7.8. All meetings shall be held on weekdays and not weekend days

1.7.9. ALL committee members must contribute through the sharing of deliverables among all committee members

1.7.10. Any committee member who does not freely wish to participate will be replaced from a pool of employees within the same demographic

1.7.11. Meeting minutes shall include;

1.7.11.1. Attendance roster

1.7.11.2. Open agenda discussion topics

1.7.11.3. Project progression action items and deliverables

1.7.11.4. Target dates and responsible personnel for completion of action items

1.7.11.5. Stumbling blocks to project progress must be identified

1.7.11.6. Projected date of next meeting must be identified

1.8. Annual Refresher Training shall be conducted to ensure that all personnel are refreshed on and updated on changes or additions to training they received over the previous year. Annual refresher training may take the form of;

1.8.1. Formal scheduled classroom training

1.8.2. Specialized Weekly Safety Talks

1.8.3. Job – site specific training delivered by the Safety Director or his representative

*Any form of annual refresher training is not meant to, nor is a suitable substitute for training sanctioned by OSHA Outreach Training Program guidelines or training by any other organization that is a part or parcel of a certificate program.

1.9. Job Site Safety Audits are conducted to review the safety compliance of crews in the field, shop personnel, office personnel or any employee base of the company. These audits are opportunities for on-site training, refresher or initial, as well as being a vehicle to ensure the spread of positive culture within the company. Job Site Safety Audits may be performed by the following personnel as a part of the Johnson – Davis Safety Program;

1.9.1. Company President

1.9.2. Company Secretary – Treasurer

1.9.3. Company Vice President

1.9.4. Company Safety Director

1.9.5. Company General Superintendent

1.9.6. Area Superintendents

1.10. Site Specific Health & Safety Plans (SSHASP) are documents created for larger scale, stationary projects with clearly defined beginning and end points where employees will be working for extended periods of time. Each Johnson – Davis SSHASP has eleven basic sections as follows;

1.10.1. Emergency Contact list

1.10.2. Project Organizational Chart

1.10.3. Maps & Routes – Site, Hospital & Clinic

1.10.4. SSHASP Policy Document

1.10.5. Scope of Services on the project

1.10.6. Hazard Analysis Work Plans

1.10.7. Suggested Operating Guidelines

1.10.8. Hazard Communication Program & MSDS Sheets (incorporated by reference)

1.10.9. Site HASP Acknowledgement Log

1.10.10. Job Site Visitors Log

1.10.11. Weekly Toolbox Meeting Record

SSHASP's will be produced by Johnson – Davis upon client request or on job sites as described above where it may make sense to do so in lieu of such requests. An Activity Hazard Analysis will be conducted for each major line item of work performed on any project where a SSHASP is required or otherwise produced. Activity Hazard Analysis production is outlined in section 1.12 of this program document. A sample of the Site Specific Health and Safety Program (SSHASP) document can be found in appendix 3 of this document.

1.11. The Activity Hazard Analysis (AHA) is a detailed hazard recognition document intended for *specific tasks within the scope of a project*. The intent of the AHA is to identify all of the anticipated steps that make up a given multi-step task, list those hazards that can reasonably be encountered during the performance of same and identify steps that can eliminate or manage each step safely. The AHA can be used as a successful planning tool much in the same manner as the Pre – Job Safety Meeting, which is designed more for an entire work shift instead of specific tasks. A sample of the Johnson – Davis Activity Hazard Analysis (AHA) can be found in appendix 4 of this program document.

1.12. Training Requirements by Employee Level of Responsibility

Each different job classification within Johnson – Davis has its own different and unique set of responsibilities that comprise each part of all crews assigned to work within Johnson – Davis Inc. What follows is a matrix that shows required safety training for each different job classification within our organization.

	OSHA 10	OSHA 30	EXCAVATION COMP PERSON	CONFINED SPACE	FALL PROTECTION	CPR/ FIRST AID	DEFENSIVE DRIVING	DIVING	TRAFF. CONTROL
SUPERINTENDENT		X	X	X	X	X	X		X
FOREMAN/ CREW LEADER	X		X	X	X	X	X		X
PIPE LAYER	X		X	X	X	X	IF DRIVER		
HILLMAN							IF DRIVER		
TAILMAN							IF DRIVER		
BACKHOE OP			X			X	IF DRIVER		
LOADER OP						X	IF DRIVER		
SKILLED LAB							IF DRIVER		X

1.13. A New Employee Orientation is required to be conducted for ALL new employees, regardless of job description, that includes, but is not limited to, the following topics:

1.14.1 Proper use of Personal Fire Extinguishers

1.14.2 Safe use of ladders

1.14.3 The Hazard Communication Standard – MSDS

1.14.4 Scaffolding

1.14.5 General construction safety – to include the following subcategories:

1.14.5.1 General shop safety – shop hazards vs job site hazard recognition

1.14.5.2 PPE use and care – eye & face, head, hands, hearing, feet

1.14.5.3 Waking and working surfaces

1.14.5.4 Lock-out – tag-out

1.14.5.5 Emergency response

1.14.5.6 Blood borne pathogen control

1.14.5.7 Confined space safety

1.14.5.8 Fall Protection

1.14.5.9 Trenching & excavation safety & Competent Person designation

1.14. Subcontractors of one type or another are always a part of work in our industry. Many times we ourselves are subcontractors on larger projects, and other times we take on the role of the general contractor. In either capacity, when we need the services of a subcontractor for certain aspects of our work, for whatever reason, each subcontractor must meet minimum insurance, safety and training requirements prior to beginning work. A subcontractor prequalification

must be performed when bringing any new company on any of our job sites. This is done not only to ensure that the quality of work performed is up to our standards, but also to ensure that this work is done safely and with adequate protection in the form of liability insurance coverage. On Johnson – Davis projects where subcontractor services are rendered, all subcontractor personnel must adhere to the guidelines of our safety program. Where our employees must wear eye protection, so too must our subcontractors. All projects where a SSHASP and respective AHA's have been generated require that any Johnson – Davis subcontractor personnel be briefed on the contents of the SSHASP and AHA, then sign into the log of trained personnel. A sample of the Johnson – Davis Subcontractor Safety Prequalification can be found in appendix 5 of this program document.

1.15. Substance abuse at Johnson – Davis is not tolerated, and any employee, upon confirmation of a positive drug or alcohol screening, will be terminated. Employees under the influence of drugs or alcohol represent an imminent danger to themselves, other employees and the general public.

1.16. OSHA's Focus Four "Rules to Live By" is an aggressive training campaign by OSHA meant to assure that the four prevalent injury categories within both the General Industry and Construction disciplines are recognized by employees as a part of the job site hazard recognition process. By doing so, OSHA anticipates that both employers and employees will recognize and eliminate the hazards that promulgate the majority of injuries recorded by the Bureau of Labor Statistics (BLS). All OSHA 10 and 30 hour courses require that these categories are covered with a required minimum time spent on each at the beginning of each course taught. The Focus Four categories are as follows;

1.16.1. Falls

1.16.2. Caught in or Between

1.16.3. Struck by

1.16.4. Electrocution

Section 2 – Roles and Responsibilities – General Overview

2. Roles and Responsibilities of each respective job description at Johnson – Davis Inc. enable us to implement a myriad of different processes from employee development to promotion to recognition of employee longevity. From the perspective of safety, roles and responsibilities of all employees must begin with "Personal Responsibility", or acting in a manner that promotes and provides for the safety of you personally, your fellow employees and the general public.

   2.1. Conduct

      2.1.1. All employees of the company have a responsibility to conduct themselves in a manner that promotes and defends the rights of themselves and all other employees to a safe and healthy work environment.

   2.2. Personal Safety Responsibilities here at Johnson – Davis include;

      2.2.1. Practicing safe behavior

      2.2.2. Possessing both functional and technical knowledge and skills necessary to perform assigned work safely

      2.2.3. Being energetic and enthusiastic about making the workplace safe

      2.2.4. Actively working with supervision to support safety programs

      2.2.5. Complying with all safety rules and regulations

      2.2.6. Wearing required Personal Protective Equipment

      2.2.7. Encouraging co-workers to work safely

      2.2.8. Immediately reporting unsafe acts and unsafe conditions to your Supervisor and/or Foreman

      2.2.9. Participating in job briefings and safety training meetings, contributing ideas and suggestions on how to improve safety procedures or conditions

      2.2.10. Immediately report all injuries, suspected injuries, and /or damages to your Supervisor and/ or Foreman

   2.3. Responsibilities of Foremen include the following safety and incident prevention activities;

      2.3.1. Conducting job briefings with his/her crew in compliance with Johnson – Davis company instructions

      2.3.2. Instructing new employees in the applicable operating and safety rules of his/her particular job and compliance with Johnson – Davis Safety Program and any other applicable Federal and/or State safety regulations.

2.3.3. Obtain, distribute and maintain personal protective equipment (PPE) to new hires and request replacements when others become unserviceable.

2.3.4. Determine that each employee is qualified and able to perform work assigned in a safe manner.

2.3.5. Conduct safety meetings with his/her entire crew weekly. Complete the weekly safety meeting sign – in and complete the weekly "No Injuries" sheet required by Johnson – Davis.

2.3.6. Review and job site safety audits containing safety violations/corrections for areas of improvement.

2.3.7. Identify any potential hazards on a job and provide all safe work practices, tools and equipment needed to avoid injury, property damage or equipment damage.

2.3.8. Incidents;

2.3.8.1. Complete reports on all injuries, property damage, utility damage and/or automobile accidents that occur on the job site or with company owned vehicles/equipment.

2.3.9. Request assistance from Supervisor or Safety Director whenever necessary to properly carry out effective safety and accident prevention activities.

2.3.10. Coach employees whenever necessary to correct unsafe behavior or conditions.

2.3.11. Participate in safety committee meetings in your area when requested.

2.4. Responsibilities of Superintendents include the following Safety Program implementation and monitoring activities;

2.4.1. Review all job briefings for deficiencies. Either train, coach or discipline where required to ensure the process is properly followed.

2.4.2. Create, in addition to the basic rules and responsibilities of Supervisors, all rules, regulations and procedures necessary to carry out an overall safety program and have these rules, regulations and procedures distributed and made known to all employees on the project/job.

2.4.3. Make certain that all customer requirements and the requirements of various legal jurisdictions are met and complied with.

2.4.4. Ensure adequate cost of safety is included in bids, i.e., training, tools and equipment.

2.4.5. Review safety training documentation monthly to determine training requirements of employees.

2.4.6. Coordinate with subordinates and Safety Director to schedule needed training.

2.4.7. Report all injuries, damages, loss, near misses, thefts or vandalism to the proper authorities, the company Safety Director and General Superintendent immediately.

2.4.8. Consult and work with the Safety Director to implement this program.

2.4.9. Meet collectively with your workforce as often as necessary, but no less than monthly, to discuss incidents, near misses, injuries, damages or other losses that have occurred and determine any new rules, procedures or corrective measures necessary to prevent similar occurrences in the future. Document all measures and return to the Safety Director.

2.5. Responsibilities of the Safety Director/ safety personnel include the following Safety Program implementation and monitoring activities;

2.5.1. Provide technical assistance to all employees as needed. The Safety Director shall;

2.5.1.1. Identify, develop, administer and interpret programs, policies and standards as needed to maintain a safe work place.

2.5.1.2. Plan, organize, and direct safe work planning and all associated activities in partnership with operations leadership.

2.5.1.3. Facilitate training programs as needed to reinforce safe work processes including job briefings.

2.5.1.4. Establish written performance standards, goals and objectives, and appraise company performance in meeting those standards, goal and objectives.

2.5.1.5. Identify potential safety and health hazards and develop solutions. Plan and conduct evaluations of potentially hazardous conditions.

2.5.1.6. Advise employees and management on safe practices and potential hazards.

2.5.1.7. Communicate with federal, state and local safety, health and environmental agencies as a company representative concerning compliance and emerging standards.

2.5.1.8. Participate on and support safety committees in carrying out initiatives to improve safety performance. Provide guidance and instruction to committee members.

2.5.1.9. Conduct safety audits of crews using the Job Site Safety Evaluation criteria found in appendix 6 of this document. Communicate with employees and applicable Superintendent(s) on infractions and corrections needed.

2.5.1.10. Conduct/Lead incident investigations/analysis.

2.5.1.11. Review incident reports to ensure that root causes are identified and corrective action is pertinent to the incident and effective. Provide guidance to company management as necessary in this regard.

2.6. Emergency planning

2.6.1. Employees need to know where they are, and routes of travel to medical facilities if EMS (Emergency Medical Services) resources are not available. Each employee must know the emergency numbers for their areas and projects. These can be found on the company vehicle visor card as shown in appendix 7.

2.6.2. NOTE – Medical facilities should be listed on job briefings and site specific safety plans (SSHASP) and should be reviewed during pre-job start up meetings and/or customer project specific safety orientations.

2.7. Weather

2.7.1. When practical, work should be suspended during adverse weather. Each Superintendent must determine when work should cease and when it is safe for work to resume. Thunderstorms, high winds, tornado or tropical storm activity in the area are examples of adverse weather conditions that that are presumed to make outside work or driving too hazardous to perform safely.

2.8. Incident Analysis and Reporting

2.8.1. The information gathered from all near misses and incidents is vital in the effort to create an environment as injury – free as possible. To be effective, preventive measures regarding incidents must be based on complete and unbiased knowledge of the causes of incidents.

2.8.2. Definitions;

2.8.2.1. **Incident** – An unintended event that results in injury, illness, property damage or environmental impairment.

2.8.2.2. **Incident Analysis Team (IAT)** – This team, normally headed by the Safety Director, investigates the incident.

2.8.2.3. **Near Miss** – Any unintended work area situation, which had the potential of causing injury, illness, property damage or environmental impairment, yet did not result in any of these.

2.8.3. All near misses shall be reported to the employee's immediate Superintendent/Supervisor.

2.8.4. Reporting

2.8.4.1. All incidents, regardless of whether or not they result in injuries, illnesses or property damages, shall be reported immediately to a Supervisor of the company. That Supervisor, or the employee if a Supervisor cannot be reached, shall continue using the company notification list located on the vehicle visor card, until a live person is reached.

2.8.4.2. The Supervisor/Superintendent, aided by the appropriate job site Foreperson shall complete the appropriate incident report form as found in appendices 8 – 13 of this document. The COMPLETE report shall be returned as soon as possible to the Safety Director and/or Human Resources Director, but no later than 24 hours following the incident.

2.8.4.3. Any injury/illness, regardless of the severity of the injury, requires that the Safety Director and the Human Resources Director be notified immediately by telephone.

2.8.5. Injuries Requiring First Aid

2.8.5.1. First Aid equipment is supplied for all employees in case of minor injuries. It shall be the duty of each employee to be familiar with the contents of the first aid equipment and method of administering first aid to injuries as listed in the first aid section of this manual.

2.8.5.2. All injuries, no matter how slight, must be reported at once to the Supervisor in charge and documented.

2.8.5.3. It shall be the duty of each employee to see that he/she receives proper first aid to all minor injuries as soon as possible.

2.8.6. Incidents Involving Private or Public Property

2.8.6.1. When an incident occurs on or off the company property, involving private or public property, employees must also immediately notify their supervisor.

2.8.6.2. In case of serious or fatal incidents, the following departments must be notified immediately;

2.8.6.2.1. Corporate Safety

2.8.6.2.2. Corporate Human Resources

2.8.6.2.3. Operations Senior Leadership

2.8.6.3. Employees may not attempt to negotiate the settlement of claims or promise payment for injuries or damage, nor admit liability

2.8.7. Automobile Accidents

2.8.7.1. All automobile accidents involving company vehicles, no matter how minor, must be reported to a Supervisor immediately utilizing the notification visor card placed in each company vehicle.

2.8.7.2. State laws require the driver of any vehicle to stop and render aid. When company vehicles are involved in an accident, the driver should, if able,

2.8.7.2.1. Stop and render aid to injured

2.8.7.2.2. Flag traffic

2.8.7.2.3. Call for medical and law enforcement assistance

2.8.7.2.4. NEVER attempt to settle a claim

2.8.7.2.5. Never admit liability

2.8.7.2.6. Never leave the scene of an accident before law enforcement officials arrive

2.8.7.2.7. Take pictures with a disposable or digital camera. Take as many pictures as possible to encompass the entire accident scene.

2.8.7.3. In the case of serious or fatal accidents, or accidents involving three or more vehicles, the following departments must be notified immediately;

2.8.7.3.1. Corporate Safety

2.8.7.3.2. Corporate Human Resources

2.8.7.3.3. Operations Senior Leadership

2.8.7.4. Visor notification cards are bilingual and must be kept in each company vehicle. Accident/claim forms must be kept in each vehicle so that all info can be recorded at the scene to ensure the integrity of first-hand accounts of the incident.

2.8.8. Immediate Legal Notification Requirements

2.8.8.1. Attorneys representing Johnson – Davis Inc. will be immediately notified of the following types of cases, incidents and correspondence. This notification must be made regardless of whether or not Johnson – Davis Inc. is believed to be at fault.

2.8.8.2. Fatality: Any incident which results in a fatality, regardless of the identity of the deceased (Johnson – Davis employee or civilian).

2.8.8.3. Incidents involving serious bodily injury, including burn or loss of limb cases (amputations).

2.8.8.4. Incidents where damage is anticipated to exceed $50,000.00.

2.8.8.5. Incidents involving children (under 18) or the elderly (over 60).

2.8.8.6. Environmental incidents.

2.8.8.7. Incidents that involve Johnson – Davis employees who were flagging traffic.

2.8.8.8. Accidents involving three or more vehicles.

2.8.8.9. Legal requests or demand letters from Johnson – Davis customers for defense and indemnification.

2.8.8.10. Phone calls or letters of representation from attorneys.

2.8.8.11. Letters or notices from local, state or federal agencies such as OSHA, Department of Labor, EEOC, Civil Rights, EPA, DEP, etc.

2.8.8.12. All lawsuit actions, regardless of court in which action is filed or amount sought in the complaint.

2.8.8.12.1. NOTE – All correspondence regarding the above mentioned incidents shall also be recorded in writing and reviewed by Johnson – Davis Senior management before being issued to any party, including our insurance producers, any local, state or federal agency, and/or Johnson – Davis' customers. Further information can be obtained by contacting the Human Resources Director, Vice President or Safety Director.

2.8.9. Investigation of Incidents

2.8.9.1. All incident investigations should commence immediately and be completed within 48 hours. In exceptional circumstances, 72 hours is acceptable. A statement from the injured person may be collected at a later date if necessary.

2.8.9.2. At a minimum, the following incident types shall be jointly investigated by the Safety Director and applicable Superintendent:

2.8.9.2.1. Injuries requiring professional medical attention

2.8.9.2.2. Injuries involving days away from work (lost time)

2.8.9.2.3. Vehicle accidents

2.8.9.2.4. Incidents involving damage or loss of property through damage, neglect, theft or vandalism

2.8.9.3. The Incident Investigation team (IAT) selected by the Safety Director SHALL:

2.8.9.3.1. Meet as soon as possible (preferably no later than the following morning) after the incident, and within 24 hours. (Also see "Immediate Notification Requirements")

2.8.9.3.2. Gather information by conducting on-site inspections and questioning witnesses and victims if possible

2.8.9.3.3. Determine the facts relating to the cause of the accident to the best of the team's ability, based on the factual evidence available and without consideration of conjecture or unsupported "filling in" of information to support a theory.

2.8.9.3.4. Make recommendations to prevent a recurrence

2.8.9.3.5. Submit a Root Cause Analysis (RCA) to the Safety Director within 72 hours. This should include findings, recommendations, corrective actions and photos.

2.8.9.3.6. The RCA, with cause and corrective action, shall be discussed at the next regularly scheduled safety meeting and at the next regularly scheduled management staff meeting.

2.9. Extended work hours – RESERVED

Section 3 - Personal Protective Equipment (PPE) – General Overview

3.1 The safety and health of every employee is of the paramount importance to Johnson – Davis Inc., and its management. The company furnishes personal protective equipment to preserve health and prevent injuries. On job sites, the Foreman, Superintendent or Safety Director will assess the hazards of the work to be performed and work environment, then specify during the initial job briefing what personal protective equipment shall be worn. Established procedures for the use, inspection and maintenance of PPE are set forth below. The following is to act as a guide for personal protective equipment. At all times employees must follow the Johnson – Davis Inc., PPE program except when more stringent requirements are in effect. Personnel shall have, at a minimum, the following PPE on their person at all times when working in the shop, yard, or on a job site;

3.1.1 Safety glasses

3.1.2 Head protection (job site – hard hat/ shop – bump cap)

3.1.3 Gloves (leather palm)

3.1.4 Sturdy work shoes (reinforced toe if required)

3.1.5 DOT class II orange reflective vest (Lime green DOT class III for night work if needed)

3.1.5.1 It is the Superintendent's responsibility to ensure that his/her employee's PPE is used in the proper manner, inspected and properly maintained.

3.1.5.2 Each employee shall inspect his/her PPE immediately prior to use, and ensure that it is kept clean and in good repair.

3.1.5.3 Each employee shall be responsible for proper storage of the equipment after its use as outlined in the safety manual.

3.2 Clothing and wearing apparel

3.2.1 Clothing – Employees assigned to outside work shall wear clothing and footwear suitable to weather conditions and for the job to be done.

3.2.2 When contacting treated wood products or herbicides, employees shall wear long sleeve 100% cotton shirts where flame resistant clothing is not required.

3.2.3 Clothing made from acetate, nylon, polyester and rayon is prohibited when working in an area where there is the potential for flame or electric arcs.

3.2.4 Flame resistant clothing

3.2.5 When working on or around any energized lines or other electrical apparatus, or handling flammable substances, employees shall wear approved shirts, coveralls or

switching jackets made from flame resistant materials and that meet current ASTM standards for flame resistant materials. All other clothing worn shall be 100% cotton and/or other natural fiber.

3.2.6 Footwear

3.2.7 Appropriate footwear shall be worn for the hazards involved. Hazard assessments should be periodically performed to identify the need for personal protective equipment; however, job conditions often change. Employees and Supervisors must continually assess the hazards involved in their work environment and wear the appropriate footwear for those hazards. At a minimum, the following guidelines for footwear shall apply:

3.2.8 Approved footwear shall consist of ankle support, arch support, and thick soles to protect against protruding nails or other sharp components. When required, safety toe footwear shall meet ANSI Z41.1. This may include any place where heavy loose objects may move and represent a crushing danger to the feet.

3.2.9 Watches, jewelry, lanyards, etc.

3.2.10 Any lanyard worn around the neck (ID badges, etc.) must be non-conductive and have a break-away feature.

3.2.11 Conductive articles

3.2.11.1 When work is performed within reaching distance of exposed energized equipment or entanglement hazards employees shall not wear rings, swinging watches, key chains or any other conductive article that would increase the hazards associated with contact of an energized part.

3.3 Eye and face protection

3.3.1 Goggles, safety glasses or other suitable eye protection shall be worn at all times while performing any activity that could lead to foreign object hazards impacting the eye. All eye protection shall meet the current ANSI Z87.1 standard.

3.3.2 Employees may wear contact lenses for optical correction as long as safety glasses are also worn where required, except when chemicals are being used.

3.3.3 When chemicals are being used, chemical mono – goggles must be worn, and contact lenses are not permitted.

3.3.4 Initial issue of safety glasses will be provided by the company.

3.3.5 After initial issue, damaged safety glasses shall be turned in to immediate Supervisor and replaced by the company if the Supervisor deems necessary.

3.3.6 The distribution of protective eye equipment to employees is closely monitored. If a pattern of abuse develops, employees may be required to replace safety glasses at their own expense.

3.3.7 Frames will have side shields.

3.3.8 Mono-goggles or safety glasses made to fit over non-safety prescription eye glasses shall be made available to those who need them.

3.3.9 Common operations that require eye protection are:

3.3.9.1 Working with any kind of concrete products

3.3.9.2 Manual material handling

3.3.9.3 Working from any ladder

3.3.9.4 Working with hand tools

3.3.9.5 Working with any power tool

3.3.9.6 Working with or near the use of any powder actuated nail gun

3.3.9.7 Working below grade in a trench of excavation

3.4 Lasers – RESERVED

3.5 Head protection

3.5.1 Hard hats meeting ANSI Z89.1 Class E high voltage specifications as to dielectric strength and resistance to impact shall be worn by all employees or visitors:

3.5.1.1 At all field work sites.

3.5.1.2 Wherever a falling object or electrical hazard exists.

3.5.2 Hard hats may not be modified or worn backward. Hard hats must be replaced at the manufacturer's suggested replacement interval or whenever the user's inspection reveals a defect such as a cut, break, gouge or other damage. Suspensions should be replaced yearly.

3.5.3 Bump caps may be used by shop employees only, in situations where the employee is under the protection of a permanent roof structure already. All other employees must wear full hard hats.

3.6 Hand protection

3.6.1 Leather palmed gloves are issued by the company for general labor work and should be used any time a job task that may pinch, abrade, blister or burn an employee's hands is encountered.

3.6.2 Exceptions:

3.6.2.1 When using power tools with ingoing nip points such as bench grinders, belt sanders, grinders and chop saws.

3.6.2.2 When working with chemicals, appropriate non-permeable gloves to protect against the specific chemical being used shall be worn.

3.6.2.3 Raw sewage – appropriate non-electrically rated rubber gloves shall be worn.

3.7 Foot Protection

3.7.1 All employees of the company shall wear shoes appropriate to the hazards they will encounter at their work area(s). At no time are sandals, open toed shoes or other footwear that allows the toes of one's foot to be exposed or unprotected from hazards to be worn at work.

3.7.2 A sturdy ANSI approved work shoe shall be worn at all times on site work by field employees.

3.7.3 Reinforced toe shoes/boots must be worn where contractual obligation mandates their use. Cost of such shoes shall be borne by the employee unless otherwise directed by the company's management.

3.8 Hearing protection – The following points are to be used as guidelines when performing work;

3.8.1 Approved hearing protection shall be used when employees are working in a posted hearing protection area or with equipment that is designated as requiring protection.

3.8.2 Hearing protection shall be worn while working with or near certain equipment as directed by the Supervisor.

3.8.3 Examples include, but are in no way limited to;

3.8.3.1 Hammer drills

3.8.3.2 Compressors

3.8.3.3 Jack hammers

3.8.3.4 Chop saws

3.8.3.5 Asphalt breakers

3.8.4 Approved hearing protection shall be made available as required.

3.8.5 Employees required to wear hearing protection shall comply with its proper use, limitation and care of the type(s) worn.

3.8.6 Permissible exposures in duration per day sound level – Employees shall wear approved protection when exposed at or above these levels:

3.8.6.1 8 hours = 90 dBA

3.8.6.2 6 hours = 92 dBA

3.8.6.3 4 hours = 95 dBA

3.8.6.4 3 hours = 97 dBA

3.8.6.5 2 hours = 100 dBA

3.8.6.6 1.5 hours = 102 dBA

3.8.6.7 1 hour = 105 dBA

3.8.6.8 ½ hour = 110 dBA

3.8.6.9 ¼ hour = 115 dBA

- NOTE – Since noise measuring equipment is not readily available on every job site, a simple rule of thumb for determining the need for hearing protection exists. If any member of the crew needs to shout in order to be heard, there is a very good chance that an 85 dBA noise level or better exists and hearing protection should be worn.

3.9 Respiratory protection – Johnson – Davis Inc. is subject to the applicable provisions of the Occupational Safety and Health Act (OSHA) 29 C.F.R 1910.134 relating to respiratory protection. When a situation arises prompting the need for respiratory protection, consideration should be given to the five factors listed below in the selection of respirators:

3.9.1 Type and concentration of hazard

3.9.2 Duration of exposure

3.9.3 Work requirements and conditions

3.9.4 Limitations of the respirator

3.9.5 Medical factors

3.9.6 Where possible, the need for respiratory protection should be eliminated by engineering controls or adequate ventilation. When this cannot be achieved, the Safety Director must be contacted to determine the type of respiratory equipment that is adequate for safe use under a particular set of conditions.

3.9.7 Only those employees who have been medically evaluated, fit tested and trained shall be considered qualified to use approved respirators beyond voluntary use of paper dust masks.

3.9.8 All employees using respirators when not required under OSHA standard shall be furnished with a copy of OSHA 1910.134 Appendix D of Subpart I – (Mandatory) "Information for Employees Using Respirators When Not Required Under Standard". This appendix explains that all those in this category must read, understand and use respirators in accordance with all manufacturers' instructions.

3.9.9 All respiratory equipment shall be properly maintained and kept in a sanitary condition.

3.9.10 The Safety Director must be notified before any employee is issued any respirator other than locally available paper dust masks.

3.10 Work zone high visibility vests – It is the policy of Johnson – Davis Inc., that in all temporary work site circumstances, all employees of the company will wear only company approved and selected high visibility vests to aid in easily differentiating our work force from inorganic job site visual distractions. The following points shall be adhered to by all employees of the company, both labor and management:

3.10.1 High – Visibility Company issued DOT Class II rated synthetic vests with orange background and contrasting gray on lime green reflective striping shall be worn by all employees of the company whenever present on an active construction site, within 30 feet of an active site, within 15' of any roadway and on railroad Right Of Way work.

3.10.2 High visibility company issued DOT Class III rated synthetic vests with Lime Green background and contrasting gray on orange reflective striping shall be worn by all employees of the company whenever working at night. This added visibility aids in the differentiation of Johnson – Davis employees from orange work zone barrels and other inorganic job site visual distractions. Class III Lime Green vests MAY NOT at any time be worn for work on railroad property governed by Federal Railroad Association governed regulations.

4. Hazard Communication program/Globally Harmonized Standard (HCS/GHS)

4.1 General – The Hazard Communication Standard requires employers to furnish their employees with information concerning the hazards of chemicals used in the workplace and protective measures employees can take to reduce their exposures to those chemicals. A written copy of the Johnson – Davis Inc., HCS/GHS Hazardous Communication Program and MSDS/SDS sheets can be obtained from the company Safety Director upon request. MSDS sheets reside on the company shared drive.

4.1.1 List of hazardous chemicals – The corporate office maintains a list of all hazardous chemicals used at any of our facilities or temporary job sites. This list is updated as necessary. The hazardous chemical list will be updated upon receipt of new hazardous chemicals at the facility. Any area office or temporary job site will ensure that an MSDS sheet is requested for any new chemical they obtain, and send a copy of that MSDS to the Safety Director.

4.1.2 Material Safety Data Sheets (MSDS's) – The corporate office will maintain an MSDS catalog on each substance found on the list of hazardous chemicals used in their facility or temporary job sites. MSDS's will be readily available to all employees and contain the following information:

4.1.2.1 Product and manufacturer names

4.1.2.2 Composition / ingredients

4.1.2.3 Physical characteristics

4.1.2.4 Fire and explosion data

4.1.2.5 Health hazards and treatment

4.1.2.6 Spill control and countermeasures

4.1.2.7 Personal Protective Equipment

4.1.3 Labels and other forms of warning – All hazardous chemicals in the facility must be properly labeled. Labels should list the chemical identity, appropriate hazard warnings and the name and address of the manufacturer, importer or other responsible party. Generally, the label provided by the manufacturer or supplier will meet all these requirements and no additional labeling will be required. Labels used for in-house containers will be consistent with labeling supplied by the manufacturer, such as the HMIS (Hazardous Materials Information System) labeling system.

4.1.4 The Globally Harmonized Standard (GHS) – The GHS is the result of a massive collaborative international effort to standardize labeling so that pictograms rather than printed language in its many forms, can serve as the initial warning system for hazardous chemicals in the workplace. Standard Pictograms, as seen in figure 1 below, warn employees of the hazard rating of chemicals, prompting those employees to gain the necessary information to prevent injury through mishandling.

Health Hazard	**Flame**	**Exclamation Mark**
• Carcinogen • Mutagenicity • Reproductive Toxicity • Respiratory Sensitizer • Target Organ Toxicity • Aspiration Toxicity	• Flammables • Pyrophorics • Self-Heating • Emits Flammable Gas • Self-Reactives • Organic Peroxides	• Irritant (skin and eye) • Skin Sensitizer • Acute Toxicity (harmful) • Narcotic Effects • Respiratory Tract Irritant • Hazardous to Ozone Layer (Non Mandatory)
Gas Cylinder	**Corrosion**	**Exploding Bomb**
• Gases under Pressure	• Skin Corrosion/ burns • Eye Damage • Corrosive to Metals	• Explosives • Self-Reactives • Organic Peroxides
Flame over Circle	**Environment (Non Mandatory)**	**Skull and Crossbones**
• Oxidizers	• Aquatic Toxicity	• Acute Toxicity (fatal or toxic)

Figure 1 – Globally Harmonized Standard basic pictograms

- Initial training on the Hazardous Communication program (aka "Right to Know") will be given to each employee who works with or is potentially exposed to hazardous chemicals as well as the safe use of such chemicals.
- Additional training will be provided for employees whenever a change of job assignment occurs or a new chemical is added to the company inventory or workplace. Such additions will be covered in weekly safety meetings.
- Hazardous chemical training will be arranged by the Safety Director.
- Training will emphasize the following elements;
    - A summary of the standard and the company written program

- Hazardous chemical properties including visual appearance and odor and method that can be used to detect the presence or release of hazardous chemicals.
- Physical and health hazards associated with potential exposure to workplace chemicals.
- Procedures to protect against hazards, e.g., personal protective equipment, work practices and emergency procedures.
- Hazardous chemical spill and leak procedures.
- Location of MSDS library, how to understand their content and how employees may obtain and use appropriate hazard information.

- The Safety Director will monitor and maintain records of employee training.

4.2 Asbestos

4.2.1 Unless otherwise approved by the Safety and Insurance departments, Johnson – Davis will note perform work that disturbs asbestos-containing material (ACM).

4.2.2 The handling of asbestos-containing material (ACM) shall be performed under controlled conditions by appropriately trained personnel.

4.2.3 Examples of activities that could possibly require the handling of asbestos-containing materials include;

4.2.3.1 Drilling, cutting, breaking, sanding or grinding ACM

4.2.3.2 Removing or repairing floor or ceiling tile

4.2.3.3 Removing pipe insulation or pipe joint compound to access pipes

4.2.3.4 Cutting transite conduit

4.2.3.5 Knocking holes in plaster ceilings or walls

4.2.3.6 Removing carpet with floor tile underneath it

NOTE – Facilities or materials installed prior to 1980 should be considered ACM unless otherwise proven clean and clear of asbestos.

4.2.4 The Safety Director and the Project Manager shall be notified of any activities performed by Johnson – Davis employees that will result in the disturbance of suspected asbestos-containing materials.

4.2.4.1 EMPLOYEE ASKS CUSTOMER WHERE ASBESTOS IS LOCATED…

4.2.4.2 All contracts with customers will specify that they notify us in advance of the presence of any ACM where work will be performed.

4.2.5 Supervisors that assess or manage jobs or facilities that pose possible exposure shall receive training consistent with the OSHA Class II Asbestos Worker Awareness 2 – hour training requirements.

4.2.5.1 Training will consist of the following;

4.2.5.1.1 Potential health effects associated with asbestos exposure

4.2.5.1.2 Building materials which commonly contain(ed) asbestos

4.2.5.1.3 The relationship between smoking and asbestos in producing cancer

4.2.5.1.4 Methods by which asbestos may become airborne

4.2.6 If it is determined that asbestos removal (abatement) is required for the project to proceed, project management shall notify the customer.

4.2.7 The customer shall then make arrangements for the following;

4.2.7.1 Notification of the property owner if other than customer

4.2.7.2 Procurement of the services of a licensed asbestos abatement contractor

4.2.7.3 Procurement of the services of a consultant to monitor and conduct any necessary design, construction and administration as deemed necessary by law

4.2.8 All asbestos abatement contractors shall be responsible for meeting OSHA training and state requirements.

4.3 Lead in construction - Certain lead-related construction activities commonly produce exposures to lead. In our work, lead may be present when encountering older steel or cast iron underground fire suppression systems where lead-oakum joints were used to join pipe. An employee should never perform any task that potentially involves lead exposure without first consulting his/her Supervisor or the Safety Director.

4.3.1 Definitions:

4.3.2 Action level means employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air (30 ug/m3) calculated as an 8-hour time-weighted average (TWA).

4.3.3 Competent person means one who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them.

4.3.4 Lead means metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other organic lead compounds.

4.3.5 Should Johnson - Davis have a workplace or operation covered by this section, the Safety Director shall initially determine if any employee may be exposed to lead at or above the action level.

4.3.6 Protection of employees during assessment of exposure.

4.3.6.1 It is the policy of Johnson – Davis Inc. that no work where the potential to encounter lead is present may commence until such time as the Safety Director has completed a site assessment and determined that any lead exposure is below the action level.

4.3.6.2 If lead is present on the site, the hazard assessment conducted must include a determination that no grinding, cutting, chipping, sanding or other particulate generating activity will take place with/on lead containing materials.

4.3.6.3 All materials known to contain lead must be removed with the least employee – lead contact possible, ensuring that exposure remain well under the action level.

4.3.6.4 If it is not possible to avoid contact, the Safety Director must determine the safest and least lead-disturbing course of action in accordance with the goal of employee safety and the safe completion of the project in order of priority.

4.3.7 Engineering and work practice controls such as ventilation and wet cutting of materials are the preferred methods of minimizing exposures to airborne lead at the work site.

4.3.8 Good work practices involve the way a task is performed. Some fundamental and effective practices include;

4.3.8.1 Good housekeeping to safely remove accumulations of debris containing respirable dust, such as wet misting prior to bagging for removal

4.3.8.2 Personal hygiene practices to include hand and face washing prior to eating, drinking or using tobacco products following the handling of lead containing materials

4.3.9 The following personal protective equipment shall be used, as a minimum, when working with lead containing products;

4.3.9.1 Hard hat

4.3.9.2 Safety glasses/goggles

4.3.9.3 Protective clothing (disposable coveralls)

4.3.9.4 Respirator appropriate for the particulate size

4.3.9.5 Gloves

4.3.10 At no time should employees be allowed to leave the job site wearing lead contaminated clothing or equipment.

4.4 Silica is a natural component of various materials that are used or encountered during construction activities. Crystalline silica is a basic component of sand and other sand & rock related materials. It most commonly found in concrete and mortar mixes. These mixes can be present in both work and non-work environments.

4.4.1 Crystalline silica is commonly used and found in some of the following industries;

4.4.1.1 Foundry work

4.4.1.2 Ceramics, Concrete, & Glass industries

4.4.1.3 Construction

4.4.1.4 Agriculture

4.4.1.5 Stone Quarry industries

4.4.1.6 Mining Industries

4.4.2 Most of the health hazards of silica exposure occur from inhaling dust particles from concrete and masonry products.

4.4.3 Employee and public exposure to silica dust occurs from the following activities;

4.4.3.1 General masonry work

4.4.3.2 Chipping, sawing, jack hammering, drilling, and grinding of concrete or masonry products

4.4.3.3 Sandblasting (with sand or abrasives)

4.4.3.4 Demolition of concrete and masonry structures

4.4.4 Inhaling or ingesting the very fine dusts from silica has been known to cause the lung disease “silicosis”

4.4.5 Silicosis is a lung disease in which small hard nodules of scar tissue develop in the lungs.

4.4.6 Silicosis can take years to develop and even after the exposure stops, silicosis can get progressively worse.

4.4.7 According to NIOSH there are three types of silicosis depending on the employees exposure;

4.4.7.1 **Chronic** – usually occurs after 4-5 years of exposure

4.4.7.2 **Accelerated** – occurs after 5-10 yrs. after initial exposure

4.4.7.3 **Acute** – immediate, now, or within a short time period.

4.4.7.3.1 Chronic & Accelerated symptoms include:

- Difficulty breathing
- Severe coughing
- In severe cases, it can lead to death

4.4.7.3.2 Acute symptoms include:

- Shortness of breath
- Fever
- Cyanosis (bluish skin)
- Often misdiagnosed as pneumonia, tuberculosis, or fluid in the lungs.

4.4.8 These are case estimated time lines, actual time lines will vary with the level of airborne exposure to the employee.

4.4.9 Controlling silica exposure is simplified by recognizing where it will exist and eliminating yourself and others from coming in contact with it wherever possible.

4.4.10 Some steps to eliminate or reduce an employee's exposure to silica are as follows;

4.4.10.1 Use of engineering controls (redesign the task itself)

4.4.10.2 Containment (use wet sawing or wet drilling)

4.4.10.3 Utilize disposable or washable protective clothing (remove or dispose of on the site)

4.4.10.4 Use of adequate respiratory protection when the previous control measures do not work. (face piece, air purifying or SCBA respirators)

4.4.10.5 Other control measures that can protect you from silica exposure are as follows;

- Clean all equipment with water or wet rags rather than compressed air if practical
- Do not eat, drink, or smoke in areas of airborne silica (wash / wipe hands and face if possible)
- If possible, try to park your vehicles where they will not come in contact with the airborne silica dust cloud
- Use respiratory protection

4.4.11 Sometimes control measures are not completely possible, when that is the case then use some form of approved respiratory protection.

4.4.12 To achieve optimum protection and fit, an employee's face must be clean shaven to wear a face piece (dust mask) and air purifying respirators.

4.4.13 Respiratory protection can be combined with several control measures to assure a complete reduction of an employee's silica exposure.

4.4.14 Lastly, the most effective control measure is through training.

4.4.15 Review the MSDS for silica and silica related products

4.5 Raw Sewage

4.5.1 Any work site where there is a reasonable potential for employees to come into contact with raw sewage will be evaluated for special PPE considerations by the Safety Director.

4.5.2 If contact is likely, adequate minimum protective equipment shall consist of the following components;

4.5.2.1 Uvex Bionic full face shield – part number S8510 (anti – fog coated clear lens)

4.5.2.2 DuPont Tychem QC Coveralls – part number DUPQC122S (yellow, with booties and hood)

4.5.2.3 Nitrile 24 mil. 14" cuff, chemical resistant gloves – part number BESNSK24LG (blue)

4.5.3 Optional additional items that may be worn include, but are not limited to;

4.5.3.1 N95 rated dust mask

4.5.3.2 ANSI Z87.1 Safety glasses (under Bionic face shield)

4.5.4 NO TIGHT FITTING SUPPLIED AIR OR AIR PURIFYING RESPIRATOR FACE PIECE MAY BE WORN in conjunction with the Tychem suit described above without proper fit testing, training and physical qualification.

4.6 Heavy Equipment on Job Sites

4.6.1 The dangers associated with the movement of heavy equipment on our job sites all involve serious injury or death to employees, pedestrians or the driving public if we do not ensure that safety precautions are taken prior to their use.

4.6.2 All heavy equipment (any equipment heavier than a walk behind saw or tamper) shall be inspected daily to ensure that all fluid levels are acceptable and all grease fittings are taking grease.

4.6.3 Where required to under contract, equipment safety inspections shall be documented on the Johnson – Davis Equipment Safety Checklist contained in appendix 8.

4.6.4 All hydraulic hoses shall be inspected prior to use for physical damage, rubber cracking, nylon or steel cord frays or fluid weeps.

4.6.5 Once pressurized, all high pressure hydraulic hoses shall be closely inspected for signs of diametrical expansion that could lead to failure.

4.6.6 All rubber tires shall be checked for, and inflated to, minimum operating pressures.

4.6.7 All tracks on tracked equipment shall be inspected for loose or damaged cleat connection pins, track belt tension and turntable grease/leaks.

4.6.8 No employee shall work on the forward area of any raised boom without boom locks fully engaged.

4.6.9 No employee shall work under any piece of equipment without the equipment emergency brake being engaged.

4.6.10 No employee shall work in the vicinity of rotating equipment parts while wearing loose fitting clothing, loose hanging jewelry or hair in excess of shoulder length.

4.6.11 No employee shall position themselves near the “blind side” of equipment cabs while equipment is operating unless the equipment spotter and Operator are both notified/aware of the positioning.

4.6.12 All equipment Operators shall maintain general awareness of the locations of all other members of the crew while operating.

4.6.13 No employee(s) shall work directly under loads suspended from heavy equipment.

4.6.14 Equipment Operators shall ensure that no person is positioned between any part of their equipment and a fixed object to avoid pinch point / crushing injuries.

4.6.15 There shall be NO RIDERS on heavy equipment other than the number specified by seat belts present on equipment.

4.6.16 Wherever equipment Operators are blind to the position of their equipment attachment(s) from their seat position, a spotter shall be utilized to guide movement of attachments.

4.6.17 Only one employee at a time shall guide the movement of heavy equipment attachments unless a relay signal person is needed to achieve the purpose.

4.6.18 Movement of wheeled equipment with front shovel or fork attachments on active public roadways shall be done with the use of an escort vehicle to avoid collision with public traffic.

4.6.19 All road crossings of slow moving equipment shall be accomplished with the use of flagmen stationed no more than 200’ from either side of the crossing area.

4.6.20 All movement of equipment (driving, rotation of turntable/boom, etc.) inside of work zones shall take place FULLY WITHIN the demarcated work zone. Any movement that brings any portion of the equipment outside of the zone requires the use of spotters to accomplish the maneuver.

4.7 Loading & Unloading of Heavy Equipment

4.7.1 All loading and unloading of heavy equipment shall be done by either equipment Operators or delivery drivers.

4.7.2 No equipment may be secured or unbound from equipment trailers by any employee other than Johnson – Davis trucking employees.

4.7.3 No employee other than Operators or trucking employees may climb on delivery truck decks.

4.7.4 All equipment shall be cleaned of job site mud/ dirt / debris prior to loading on equipment trailers for transport.

4.7.5 All binding of equipment shall be done per Department of Transportation minimum standards, i.e., four independent binders on four corners of the body of any piece of equipment (no weaving of a single chain through two or more points), and each additional shovel attachment shall be individually bound to the trailer deck.

4.7.6 All equipment booms shall be bound in the lowest position possible; at no time shall the height of a stowed boom on a trailer exceed the height of the equipment cab/body.

4.7.7 Only grade “A” chain shall be used to bind equipment for transport.

4.7.8 At no time shall any steel part be loaded directly atop another steel part to avoid shifting of loads unbound during delivery on uneven ground.

4.7.9 Gloves shall be worn by any employee handling chain(s) during this process.

Section 5 – Trenching and Excavating – General Overview

5. The vast majority of the work performed by the company involves underground installation of facilities for state and local municipalities and utility companies. Trenching and excavating is at the heart of all operations of the company and a level of expertise in this task is required by all of our employees. Since there are inherent dangers that must be recognized in every trenching operation, there is no portion of the operation of trenching and excavating more important than safety. For this reason, all Superintendents, Foremen, Pipe-layers and backhoe Operators are required to undergo trenching and excavating Competent Person training pursuant to the requirements of OSHA Subpart P – 1926.652. This training must be refreshed every two years, or upon discovery of poor understanding of the regulations by affected job classifications. ALL EMPLOYEES receive some form of training on the basic safety regulations included in Subpart P, beginning with hazard recognition coverage of these regulations in New Employee Orientation training and continuing with weekly safety talks and periodic updates due to changes in regulation or adverse event disseminations.

5.1 Definitions

5.1.1 Competent Person – One who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

5.1.2 Excavation: Any man-made cut, cavity, or depressions in the earth's surface formed by earth removal, producing unsupported earth conditions. If forms or other structures are installed in an excavation so as to reduce the dimension measured from the forms to the side of the excavation to 15 feet or less, the excavation becomes a trench.

5.1.3 Qualified Person: An individual who is TRAINED AND AUTHORIZED to conduct trenching and excavation operations and who is familiar with the hazards involved.

5.1.4 Authorized Person – A person who is approved and assigned to perform specific types of duties by the employer and who is qualified to perform those duties due to his/her training or experience.

5.1.5 Protective System: A method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide necessary protection.

5.1.6 Soil Classification: A method of categorizing soil and rock deposits. A hierarchy of soil types includes:

5.1.7 Stable Rock – natural solid mineral matter that can be excavated with vertical sides and remain intact.

5.1.8 Type ‘A” – cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144kpa) or greater. (Clay and clay loam).

5.1.9 Type “B’ – Cohesive soil with an unconfined compressive strength of 0.5 ton per square foot (tsf) (48kpa) but less than 1.5 (tsf) (144kpa). (Silt and sandy loam).

5.1.10 Type “C” – Cohesive, granular soil with an unconfined compressive strength of 0.5 ton per square foot (tsf) (48kpa) or less. (Sand, gravel and submerged soil).

5.1.11 Categories are based on an analysis of the properties and performance characteristics of the deposits and the environmental conditions. All employees and subcontractor personnel affected by this section are reminded to consider all soils as Type “C” soil, until a qualified or competent person completes actual determination of soil type. (See Section 5.3 for soil analysis.)

5.1.12 Aluminum Hydraulic Shoring (“Speed shoring”) – A pre-engineered shoring system comprised of aluminum hydraulic cylinders (cross braces) used in conjunction with vertical rails (uprights) or horizontal rails (wails). Such systems are specifically designed to support the sidewalls of an excavation and prevent cave-ins.

5.1.13 Benching (Benching System) – A method of protecting employees from cave-ins by excavating the sides of an excavation to form a series of horizontal levels or steps, with vertical surfaces between levels.

5.1.14 Cross Braces – The horizontal members of a shoring system installed perpendicular to the sides of an excavation, the ends of which bear against either uprights or wales.

5.1.15 Protective System – A method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

5.1.16 Ramp – An inclined walking or working surface that is used to gain access to one point from another, and is constructed from earth or from structural materials such as steel or wood.

5.1.17 Sheeting – The members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

5.1.18 Shield (Shield system) – A structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and be moved along as work progresses. Shields used in trenches are usually referred to as “trench boxes”, “trench shields”, or “sewer boxes”.

5.1.19 Tabulated Data – Engineering data supplied with an approved mechanical shoring protective system that details the design and load bearing capability of the system. See appendix 9 for a sample of company equipment tabulated data.

5.2 Pre-Operation Procedures

5.2.1 The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

5.2.2 Utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 72 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.

5.2.3 When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means, utilizing prudent digging techniques. While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

5.3 Soil Classification

5.3.1 Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type “A”, Type “B”, or Type “C” in accordance with the definitions set forth in section 5.1 of this section. **The classification of spoils deposits shall be made based on the results of**

at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described below, or in other recognized methods of soil classification and testing such as those adopted by the American Society for Testing Materials, or the U.S. Department of Agriculture textural classification system.

5.3.2 Acceptable visual tests

5.3.2.1 *Visual tests* – Visual analysis is conducted to determine qualitative information regarding the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.

5.3.2.2 Determining cohesiveness and granularity of soil – Soil that is primarily composed of fine-grained material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.

5.3.2.3 Visual testing of trench / excavation walls – Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil fall away from a vertical side, the soil could be fissured. Smaller grained soil sloughing away from sides is evidence of moving ground and indicative of potentially hazardous situations.

5.3.2.4 Previously disturbed soil – Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures to identify previously disturbed soil. Obvious evidence of previously disturbed soil shall automatically down grade soil classification to type “C” soil.

5.3.2.5 Presence of water – Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table. The presence of water in the excavation carries an automatic soil classification of type “C” soil.

5.3.2.6 Sources of vibration – Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face. Obvious sources of vibration carry an automatic soil classification of type “C” soil.

5.3.3 Acceptable Manual Tests

5.3.3.1 Manual analysis – Manual testing of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.

5.3.3.2 Plasticity or "Ribbon" testing – Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as 1/8-inch in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a two (2") inch (50 mm) length of 1/8-inch thread can be held on one end without tearing, the soil is cohesive and can be classified as type "B" soil. If this test cannot be performed successfully, the soil shall be classified as type "C" soil.

5.3.3.3 "Thumb penetration" test – The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. Type "A" soils can be readily indented by the thumb; however, they can be penetrated by the thumb only with very great effort. Type "B" cohesive soils can be moderately penetrated by the thumb, and can be molded by moderate to heavy finger pressure. Type "C" soils can be easily penetrated several inches by the thumb, and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of freshly excavated spoil, as soon as practicable after excavation to keep to a minimum the effects of exposure to drying influences. If the excavation is later exposed to wetting influences (rain, flooding), the classification of the soil must be changed accordingly.

5.4 Frequency of soil inspection and classification

5.4.1 After initial soil classification, all spoils shall be continuously re-evaluated throughout the course of the work shift. If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances. Re-inspection of all earthen excavations or trenches shall be made after every rain incidence or other hazard - increasing occurrence where employee exposure is possible. Where a competent person finds a situation that immediately endangers the life, health and safety of employees, such employees shall be removed from the situation until such time as the hazard can be suitably mitigated or eliminated to comply with all federal, state and local regulatory requirements. The

resolution shall also comply with any further provisions of this section in order to ensure the safety of all personnel.

5.5 Access and Egress

5.5.1 Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.

5.5.2 Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement. Structural members used for ramps and runways shall be of uniform thickness.

5.5.3 A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet or more in depth, so as to require no more than twenty five (25') feet of lateral travel for employees. Ladders used, as a means of access and egress shall extend three (3') feet above the surface edge of any excavation or trench.

5.6 Vehicular Traffic Exposure

5.6.1 Employees exposed to public vehicular traffic shall be provided with, and shall wear, appropriate Department of Transportation Class II or III rated warning vests marked with or made of acceptable reflectorized or high-visibility material.

5.6.2 Spotters shall be used when the driving public cannot see the edge of an excavation where employees are at work

5.6.3 Barricades, properly constructed traffic cones, flaggers and /or high visibility fencing shall be used where vehicular traffic is present in close proximity to unattended open trenches or excavations during site operations.

5.6.4 Unattended test holes shall be covered or completely backfilled where no site personnel are present.

5.6.5 Any open hole with a dimension greater than 2" in diameter shall be attended at all times to prevent injury. Unattended holes of the same diameter or greater shall be backfilled or otherwise covered with a material suitable to sustain anticipated loads and shall be marked "hole" or "cover".

5.7 Falling Loads

5.7.1 No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or

unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with 1926.601(b) (6), to provide adequate protection for the operator during loading and unloading operations.

5.8 Warning System(s) for Mobile Equipment

5.8.1 When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

5.9 Hazardous Atmospheres

5.9.1 Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen), or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.

5.9.2 Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation.

5.9.3 Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 10 percent of the lower flammable limit of the gas.

5.9.4 When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe for occupancy.

5.10 Excavation Equipment

5.10.1 Excavation equipment shall be operated only by a qualified and authorized operator and never at a speed greater than what is safe or specified. Equipment must always be shut off and key removed when the operator is not present. If the operator's view is obstructed, a warning system shall be utilized such as barricades, or hand or mechanical signals. No equipment is permitted within two (2') feet of the edge of any earthen excavation where employees are present.

5.11 Factors Affecting Trench Safety

5.11.1 Weather conditions cause soil changes: Changing weather conditions can affect the moisture content of the soil. Rain can loosen otherwise firm soil, causing a downgrade to soil classification. Drought combined with high temperatures can cause soil within recent excavations to dry out and fissure or crack, causing a downgrade to soil classification. Frozen ground subjected to a sudden thaw can increase pressures applied to earth shoring equipment as well as causing fissures or cracks in a once stable excavation or trench.

5.11.2 Vibration: Vibration from nearby equipment, roadway traffic, explosive use or seismic activity all have the potential to cause excavation or trench banks to be compromised. These same factors will cause increased loads on a shoring system in place. Uncontrollable sources of vibration shall cause a downgrade in soil classification.

5.11.3 Heavy Loads: Heavy loads near the edge of an open excavation or trench place great stress on the edges of the opening, shored or otherwise. All tools, equipment and spoils SHALL BE kept no less than two (2') feet from the edge of any earthen excavation or trench.

5.12 Protective Systems

5.12.1 Depth Measurement – Excavation depth is measured from the top edge grade of any excavation, where spoils are properly located, to the lowest level found within the excavation. If spoils are not removed to at least two (2') feet from the edge of an excavation, depth is measured from the highest level of the spoils pile to the lowest level found within the excavation where employees will be working.

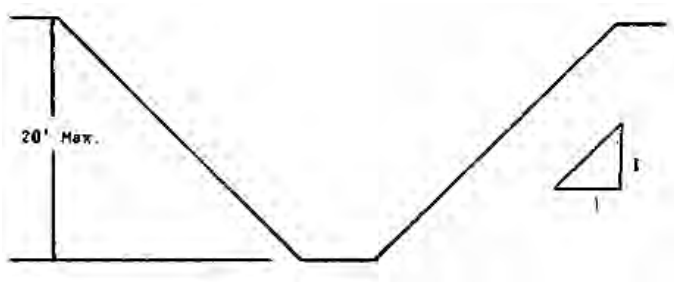
5.12.2 Sloping – Sloping, or another approved protective system, is required for all trenches or excavations in excess of five linear (5') feet in depth from excavation or trench top grade to the lowest level of the excavation. Trenches or excavations less than five (5') in depth may legally require use of a protective system where it is reasonable to assume that a cave – in hazard may be present due to adverse conditions affecting the excavation. These conditions could include, but are not limited to; poor soil classification, adverse weather affectation, vibration and load.

5.12.3 Sloping angle of repose – The proper sloping angle of repose is determined by soil classification. For the purposes of all work done under the scope of Johnson - Davis business related activities, to include all subcontractor - supplied activities; all soils shall

be classified as either type “B” or type “C” for sloping angle of repose selection. Proper sloping angles shall be utilized in accordance with the following illustrations;

Excavations Made in Type B Soil

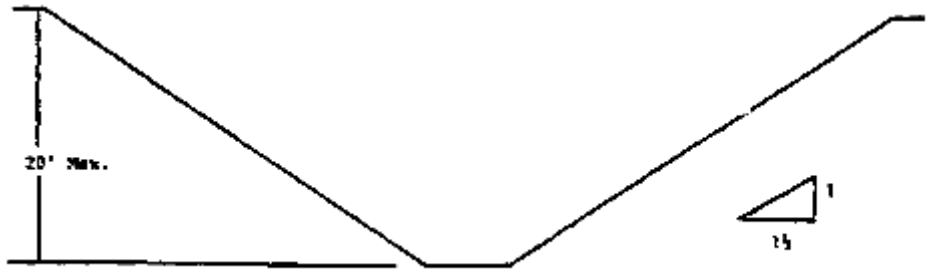
All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 (45°).



SIMPLE SLOPE – 1 FOOT HORIZONTAL FOR EACH FOOT VERTICAL EXCAVATED SOIL

Excavations Made in Type C Soil

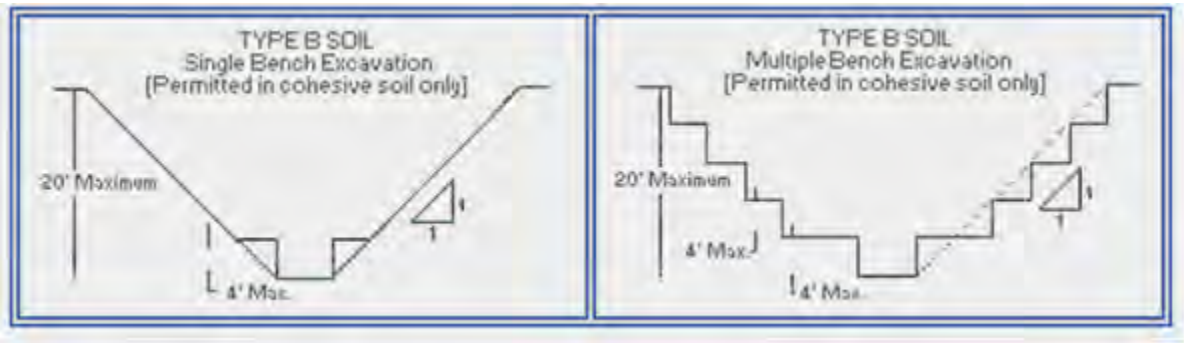
All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1½:1 (34°).



SIMPLE SLOPE – 1 ½ FEET HORIZONTAL FOR EACH FOOT VERTICAL EXCAVATED SOIL

5.13 Benching – Benching as a sloping protective system ***<u>may only be utilized in cohesive soil classifications</u>***. Benching may never be used in type C soil.

Figure 7.4.1 Bench sloping in type "B" soil



5.13.1 Shoring – Shoring, in its various forms, resists or replaces the force of excavation faces or "banks" by using materials such as wood timbers, hydraulic rams, static panels made of steel and / or aluminum, or a combination of these elements. Excavations or trenches in excess of five (5') feet deep must be sloped or shored prior to entry. Shoring may be required in excavations or trenches less than five feet deep if the excavation or trench is subject to cave – in by weather conditions, vibration or poor soil classification. At the completion of work, all excavations or trenches shall be backfilled as soon as possible after removal of shoring. All shoring systems must be inspected daily by a competent person to ensure that they are working properly. Excavations or trenches left shored and unattended for any length of time must be covered or otherwise left safe to prevent accidental or unauthorized entry while site project participants are not present.

5.13.2 Methods – The type of shoring used depends on soil classification and conditions. Shoring in type "B" soils can be accomplished through the simple use of hydraulic, twin cylinder ram strut assemblies with or without plywood as a minimum, or through the use of prefabricated "build – a – box" shoring boxes, or static (non – adjustable) shields. Each excavation or trench shall be evaluated by a competent or qualified person to determine the best and most applicable type of shoring required to meet all local, state, and federal and Johnson - Davis requirements for protection of employees.

5.14 Shoring regulations – There are some crucial regulatory guidelines governing the use of shoring. The following is a partial list of rules to follow when using or approaching a shored excavation or trench to evaluate the proper application(s) of shoring already installed;

5.14.1 When shoring boxes or panels are used, the sides of the protective shoring structure shall be at least even or "flush" with the top grade of the excavation. The bottom of the shoring may be no more than two (2') feet from the bottom of the excavation or trench.

5.14.2 When shoring boxes or panels are used in all soil classifications, the sides of the earthen banks may be no more than six (6”) inches from the protective shoring structure.

5.14.3 When shoring boxes, shields or other mechanical shoring means are used in conjunction with sloping, the top of the shoring box must extend at least eighteen (18”) inches above the edge of the excavation, and the existing slope outside of the shoring must be sloped to an angle of repose not to exceed the maximum angle allowed for the existing soil classification.

5.14.4 All “Build – A – Box” shoring systems must have all pins and connectors in place prior to employee entry.

5.14.5 Any and all protective mechanical shoring systems used must have accompanying manufacturer’s tabulated data on site while in use.

5.14.6 Excavations that are shored with aluminum hydraulic “Speed Shores” in type “C” soil must utilize a minimum of 1¼” CDX grade plywood on each side of the excavation or trench being shored, or the appropriately rated thickness sheet(s) of “Fin Form” brand sheeting. Type “B” soils need not utilize plywood in this application.

5.14.7 All excavations or trenches exceeding twenty (20’) feet in depth must utilize a shoring protective system designed by a registered professional engineer.

5.14.8 Shoring figures – The following are figures that show various types of shoring systems with accompanying minimum placement measurements for cylinders, edges of shoring and various dimensions:

FIGURE 7.8.1

VERTICAL ALUMINUM HYDRAULIC SHORING (WITH PLYWOOD)

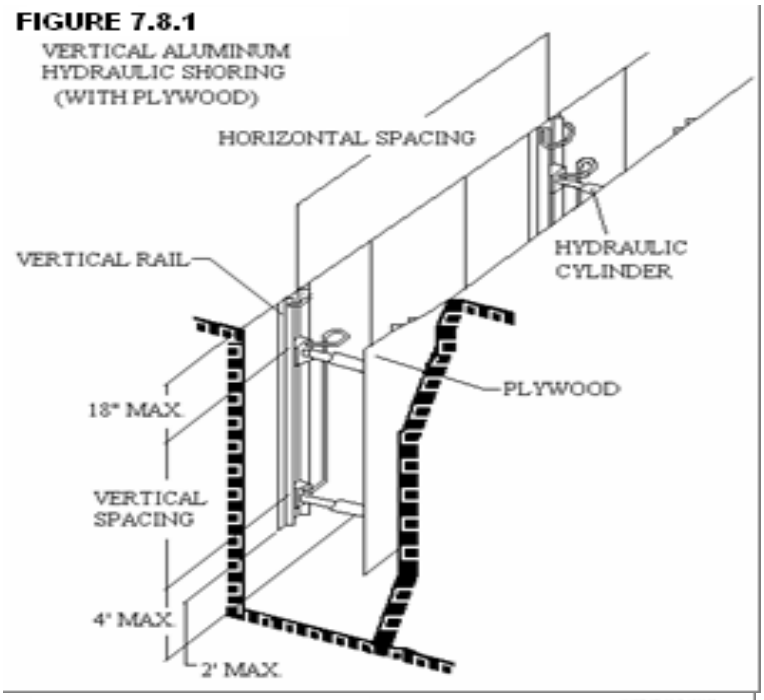
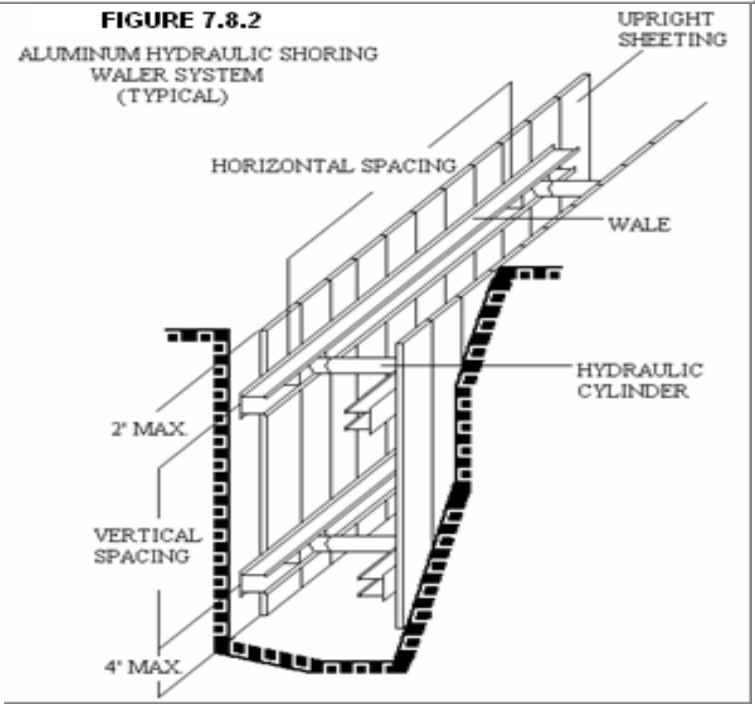


FIGURE 7.8.2

ALUMINUM HYDRAULIC SHORING WALER SYSTEM (TYPICAL)



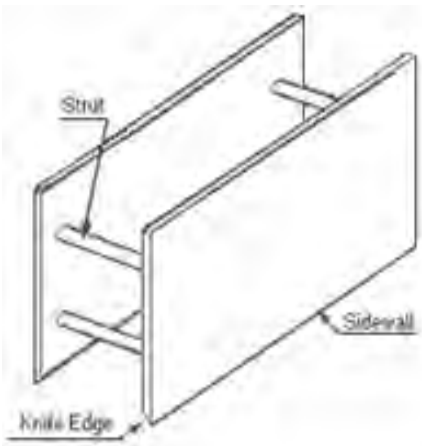


FIGURE 7.8.3 Trench Shield

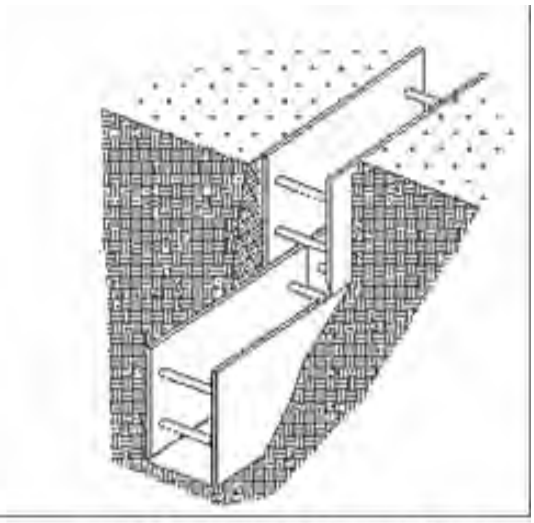


FIGURE 7.8.4 Tracked Trench Shield

5.15 Emergencies

5.15.1 Communication – Employees working in / at an excavation or trench must have a means of communication in case of emergency. Make sure that emergency contact phone numbers are established and communicated to all prior to commencing work. Some areas do not have 911 services or no cellular service. Ensure that an adequate plan exists for bypassing these obstacles. In the event of an emergency, contact the Supervisor in charge of operations at the work site. When making an emergency call to emergency services agencies, have the following information ready for the dispatcher:

5.15.2 The *nature* of the emergency, e.g., trench collapse, vehicle accident, atmospheric emergency, etc.

5.15.3 Number of workers injured and how.

5.15.4 Exact location and directions to the emergency site.

5.15.5 Ensure that a member of the site crew is available to escort emergency vehicles into the emergency area if the location is difficult to reach.

5.15.6 Emergency Plan – Should an accident occur during trenching and excavation operations, the following actions must be taken:

5.15.6.1 Shut down all equipment.

5.15.6.2 Secure the site (prevent all but emergency personnel from entering).

5.15.6.3 Account for everyone on the site.

5.15.6.4 Call 911 or other emergency responders, if appropriate.

5.15.6.5 Monitor the location of injured workers.

5.15.6.6 Move all equipment far enough away from the trench or excavation edge to provide a clear area for emergency personnel to work.

5.15.6.7 If you can safely provide assistance to the injured worker, do so. Do not enter the excavation or trench if it shows any sign of further deterioration – back away immediately.

5.15.6.8 Do not become a victim yourself while trying to render assistance!

5.16 Responsibilities

5.16.1 It shall be the responsibility of the Safety Director to provide instruction in the proper procedures governing safe operations prior to the start of work. All employees engaged in trenching and excavation work shall at a minimum have received New Employee Orientation level training on the hazards involved with this activity.

Section 6 – Fire Prevention and Protection – General Overview

6. Fires represent a significant risk to employee health and company property. For these reasons it is important for all employees to understand the limitations of portable fire extinguishers (PFE's) and the extent of employee involvement in the fighting of fires. Fire is a chemical reaction that requires three components in sufficient quantity to maintain a fire and likewise you must remove one or more of the components to extinguish a fire.

6.1 Guidelines

6.1.1 Smoke in approved areas only. Obey "No Smoking" and "No Open Flame" signs.

6.1.2 Know the location of fire exits and fire alarms.

6.1.3 Removes trash from your work area at least once daily.

6.1.4 Keep solvents and other combustible materials in approved, properly labeled containers, and stored in proper location.

6.1.5 Keep all sparks, flames, and excessive heat away from solvents and other combustible materials.

6.1.6 When welding or cutting, do not let hot metal or slag drop on combustible materials.

6.1.7 Keep firefighting equipment ready for immediate use.

6.1.8 Keep fire exits and passageways clear.

6.1.9 Maintain metallic contact between two containers when pouring gasoline or other flammable materials from one container to another.

6.1.10 Use only approved, properly labeled, metal safety cans for flammable liquids.

6.1.11 Store flammable material in a safe area away from flame or extreme heat.

6.1.12 Shut off engines of vehicles and other equipment before adding fuel.

6.1.13 The use of gasoline or other highly flammable liquids for cleaning purposes, or to start or stimulate fires is prohibited.

6.1.14 Use explosion proof (intrinsically safe) flashlights when working around flammable or combustible substances.

6.2 Housekeeping

6.2.1 Work locations, vehicles and the inside and outside of buildings should be kept clean and orderly at all times.

6.2.2 Never use flammable liquids such as gasoline, benzene, naphtha and lacquer thinner for general cleaning purposes.

6.2.3 Keep all solvents in approved, properly labeled containers. Gasoline, benzene, naphtha lacquer thinner, and other solvents of this class should be handled and dispensed only in metal, U.L. approved, properly labeled (yellow letters) red safety cans.

6.2.4 Keep platforms and floors free of dangerous projections or obstructions and maintain reasonably free from oil, grease or water. Where the type of operation produces slippery conditions, mats, grates, cleats or other methods should be used to reduce the hazard from slipping.

6.2.5 Keep stairways, aisles, permanent roadways, walkways, and material storage areas in yards reasonably clear and free from obstructions, depressions and debris.

6.2.6 Materials and supplies should be stored in an orderly manner so as to prevent their falling or spreading and to eliminate tripping and stumbling hazards.

6.2.7 Avoid the excessive accumulation of paper and cardboard.

6.2.8 No ordinary combustible storage shall be allowed to reach within 18” of building ceilings.

6.2.9 In any building, except one provided for their storage, flammable liquids such as gasoline, naphtha, benzene, lacquer thinner, etc., must be limited to 5 gallons, stored in metal, U.L. approved, properly labeled containers.

6.2.10 Do not use flammable liquids within 50 feet of open flames or other ignition sources.

6.2.11 Clean up spills promptly and report spills of any quantity near to or over 25 gallons of a petroleum distillate in pervious surfaces (ground) to the Safety Director IMMEDIATELY. Report all distillate spills of any quantity into navigable waters of the state to the Safety Director IMMEDIATELY.

6.3 Smoking

6.3.1 Smoking will not be permitted in areas where combustible gases may be present; for example, oil rooms, acetylene storage, or similar areas. Neither will smoking be permitted in store rooms, flammable liquid storage and use locations, or in other areas where quantities of combustible materials are kept. Absence of “No Smoking” signs does not excuse smoking in these areas.

6.3.2 Smoking is prohibited when you are;

6.3.2.1 Around diesel, oil, gasoline or LP gas, fueling stations or storage facilities.

6.3.2.2 Servicing or inspecting batteries.

6.3.2.3 Fueling vehicles or machines.

6.3.2.4 In or near a manhole, sewer, tank, or tunnels where any flammable substances have the potential to exist.

6.3.2.5 Inside or near the entrance to a place of work.

6.4 Fire Protection

6.4.1 Know where fire extinguishers are located at all times. Except for actual use, do not move or remove such equipment without proper authorization.

6.4.2 Fire extinguishers shall be inspected by trained personnel on a monthly basis and tags initialed stating such.

6.4.3 Except for wheeled type equipment, all fire extinguishers shall be mounted and a sign mounted above their location to permit them to be located quickly.

6.4.4 Be familiar with the location and operation of all fire protection equipment in your work location.

6.4.5 Know the classes of fire, their burning characteristics and proper extinguishing agent to be used.

6.4.6 Do not enter confined spaces after using CO2 extinguishers until the area has been thoroughly ventilated.

6.5 Fire Extinguisher Classifications

6.5.1 There are four basic classes of fire extinguishing agents;

6.5.1.1 Class “A” extinguishes ordinary combustibles such as wood, paper, cardboard, etc.

6.5.1.2 Class “B” extinguishes flammable liquids such as gasoline, paints, oils, etc.

6.5.1.3 Class “C” extinguishes electrical fires.

6.5.1.4 Class “D” extinguishes combustible metals.

6.5.2 Fire extinguishers may be multi-class, such as AB, BC or ABC. In each case, the types of fire the extinguisher will put out are dictated by the letter classification.

6.5.3 In the event of fire;

6.5.3.1 Warn others on the job/in your building and call for help in extinguishing the fire.

6.5.3.2 Attempt to put out only small fires

6.5.3.3 If the fire is large;

6.5.3.3.1 Report it

6.5.3.3.2 Pull the fire alarm

6.5.3.3.3 Keep a safe distance from the fire

6.5.3.3.4 Post lookouts to direct firefighters to the location

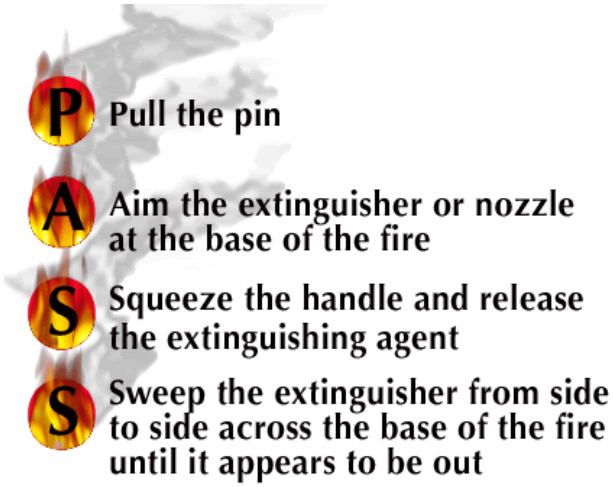
6.5.3.4 For electrical fires;

6.5.3.4.1 Turn off the power supply before attempting to put out the fire

FIRE EXTINGUISHER APPLICATION CHART

6.6 The P.A.S.S. Method

6.6.1 For your safety, always keep your back to a clear emergency exit route so that you have a means of escape if the fire gets out of control or re-ignites. Remember, you may believe that the fire is completely out, but increased wind outdoors or other fuel sources could quickly re-ignite the fire. Unless you are completely sure that the fire is out, it is always best to call in the fire department to make sure, especially when there is danger of a fire spreading.



Section 7 – Tools, Hand and Power – General Overview

7. We could not perform our work without hand and power tools. They are a constant in all construction activities and represent a hazard when not used and maintained properly. They can be dangerous when used in enclosed or confined spaces. The absence of the correct hand and power tools can sometimes make simple work extremely dangerous to perform.

7.1 General Requirements

7.1.1 All tools, regardless of ownership, shall be of an approved type and maintained in good condition. Tools are subject to inspection at any time. Any management level employee has the authority to condemn unsafe tools.

7.1.2 Employees shall not borrow/loan tools or equipment with customers or other contractors without the approval of management.

7.1.3 Do not attempt to bypass manufacturer's installed guards and safety devices. Tools found to have been tampered with in this will be removed from the job site immediately upon discovery.

7.1.4 Defective tools shall be tagged as such to prevent their use and shall be returned to the shop for repair or replacement.

7.1.5 Tools shall be used only for the purpose for which they have been designed. "A screwdriver is a screwdriver, not a cold chisel".

7.1.6 Any tool with metal handles or metal continuing through the handle or metal measuring tapes shall not be used near energized conductors.

7.1.7 Tools shall not be thrown from place to place or from one person to another.

7.1.8 Tools that must be raised or lowered from one elevation to another shall be placed in tool buckets/containers or firmly attached to hand lines.

7.1.9 Tools shall not be left unsecured on scaffolds, platforms, or other elevated places where their falling could endanger employees below.

7.1.10 Impact tools such as chisels, punches, drift pins, hammers or others that become worn, mushroomed or cracked shall be replaced or dressed before further use.

7.1.11 Hand tools shall be used in such a way as to prevent slippage during use.

7.1.12 Wrenches with sprung or damaged jaws shall not be used. Adjustable wrenches shall be pulled so that force is applied to the fixed jaw of the wrench.

7.1.13 Only approved extensions shall be used for leverage.

7.1.14 Sharp edged tools shall be kept sharp. They shall be stored and handled so that they will not cause injury. All cutting tools shall be properly guarded.

7.1.15 Tool handles that are loose, cracked or splintered shall be replaced. Handles shall be kept free of oil and grease.

7.1.16 When working on or above open grating, the grating shall be covered to prevent tools or parts from dropping to a lower level, or the fall area below shall be guarded or barricaded.

7.1.17 Non-electrically rated hand tools with insulated handles SHALL NOT be used for live electrical work.

7.1.18 Files and rasps shall be used with handles whenever and wherever possible. Files or rasps shall not be used as pry bars, nor shall they be struck with hammering tools.

7.2 Portable Electric Tools

7.2.1 The non-current carrying metal parts of a portable electric tool, such as a saw, drill or grinder, shall be effectively grounded by means of a working electrical cord ground prong when connected to a power source unless;

7.2.1.1 The tool is an approved, double insulated type

7.2.1.2 The tool is connected by means of an isolating transformer

7.2.1.3 The tool is protected by a ground fault circuit interrupter (GFCI). A GFCI shall be used with all cord connected electric tools. All GFCI's shall be tested prior to use.

7.2.2 All power tools shall be inspected for presence of all required safety features and appearance prior to use to ensure safe operation.

7.2.3 Do not use electric cords as ropes for raising or lowering other materials.

7.2.4 Power tools shall be used only within their design capability and shall be operated in accordance with instructions from the manufacturer.

7.2.5 All tools shall be kept in good repair and should be disconnected from the power source when not in use or during repairs or adjustments.

7.2.6 Electrical tools shall not be used where there is a hazard from flammable gases, vapors or dust.

7.2.7 Cords used with portable electric tools that are not double insulated shall be of three – wire ground type, #12 AWG minimum. Inspect cords, welding leads and other wiring for frays, damage to insulation that exposes conductors, breaks in strain relief areas or

broken or missing plug prongs. If any of these conditions exist, the cord shall be taken out of service and returned to the shop for repair or replacement.

7.2.8 Be sure that a power tool is turned off prior to plugging in.

7.2.9 Be sure that a power tool is off and all motion has stopped before setting the tool down.

7.2.10 Keep moving parts from power tools pointed away from your body and others in the immediate vicinity.

7.2.11 Keep extension cords out of pedestrian or vehicle pathways. Protect cords from damage when routing them through doorways or other places where they are subject to damage. Never yank a power cord to remove it from a power source. Keep cords away from heat sources, oil and sharp edges.

7.2.12 Secure materials to be held/cut with clamps or vises freeing both hands to hold cutting tools.

7.2.13 Avoid accidental startup of tools by ensuring that fingers are not on triggers when not in use and plugged in.

7.2.14 Follow instructions in user's manuals for lubricating and changing accessories.

7.2.15 Be sure to keep good footing and maintain good balance when operating power tools.

7.2.16 Wear proper apparel for the task. Loose clothing, long hair and hanging jewelry can become caught in moving parts.

7.2.17 Gloves shall not be worn when operating tools with ingoing nip points.

7.2.18 Remove all damaged portable electric tools from use and tag them "DO NOT USE" before returning to the shop for repair or replacement.

7.3 Fixed Electric Tools

7.3.1 Bench grinders shall be equipped with wheel guards and deflection plates for all wheels capable of deflecting debris generated.

7.3.2 Abrasive grinding wheels shall be discarded and replaced immediately if damaged to any degree.

7.3.3 Grinding and wire wheels shall be rated to at least the operating RPM of the tool.

7.3.4 Tool rests shall be set no further than 1/8" from wheel surfaces to avoid "sucking in" of materials.

7.3.5 Eye and hearing protection at a minimum must be worn in addition to wheel guards and deflection plates.

7.4 Pneumatic and Hydraulic Tools

7.4.1 All pneumatic or hydraulic hand tools shall be used only within their design capability and in accordance with the manufacturer instructions.

7.5 Powder Actuated Tools

7.5.1 Only those employees who are qualified to use powder actuated tools shall do so. Qualified employees must carry their qualification cards at all times.

7.5.2 Explosive charges shall be carried/ transported in approved containers (original containers).

7.5.3 Operators and assistants using these tools shall wear eye protection (safety glasses/ face shield, hearing protection and hard hat).

7.5.4 Tools shall be maintained in good condition and serviced regularly as per manufacturer's instructions.

7.5.5 This equipment shall be used only upon approved materials. Operators should know the construction and composition of a material the tool is being used upon.

7.5.6 Tool shall be tested prior to loading to ensure the safety devices are in proper working condition. The operator shall ensure that the protective shield is properly attached to the tool prior to use.

7.5.7 The operator shall inspect the tool to be sure that it is clean, moving parts operate freely, and the bore is free from obstructions. The bore shall be cleared before using. A charge shall not be fired to clear the bore.

7.5.8 A defective tool shall be tagged and immediately removed from service.

7.5.9 Powder actuated tools shall not be used in an explosive or flammable atmosphere.

7.5.10 Tools shall not be loaded until just prior to the intended firing. Tools shall be unloaded immediately when work is suspended. Never store a powder actual tool loaded.

7.5.11 Fasteners shall not be driven into material that is easily penetrated unless such materials are backed by something that will prevent the fastener from passing completely through and becoming a projectile.

7.6 Portable Gas Powered Tools

7.6.1 All portable gas powered tools shall be used in accordance with all manufacturers' instructions.

7.6.2 Gas powered tools shall not be used in an enclosed/ confined space where exhaust fumes could collect and represent a respirable hazard to employees without suitable ventilation of the exhaust fumes generated.

7.6.3 Gas powered tools shall not be used where hazards from combustible gases, vapors or dusts exist.

7.6.4 The minimum required PPE to be used while operating gas powered tools consists of eye protection (safety glasses/ goggles AND full face shield), gloves, hard hat and hearing protection.

7.6.5 Metatarsal foot protection should be worn by any employee using a chop saw where feet cannot be placed away from the blade's "slip zone".

7.6.6 All portable gas powered tools shall be pointed away from the body and others while in use.

7.6.7 Portable gas powered tools shall NOT be used near any fresh air intake manifold supplying breathable air to any person(s).

7.6.8 Damaged abrasive wheels shall be removed, discarded and replaced regardless of the degree of damage to the wheel.

7.6.9 All gas powered tools shall be pull-started from a safe position, utilizing safe footing, stance and balance.

Section 8 – Materials Handling – General Overview

8. Material handling is a task that almost every worker performs either as a one-time duty or infrequent duty or as a part of their regular work. Material handling encompasses a wide range of work activities from occasional movement of very large loads with cranes and powered industrial trucks to routine, repetitive lifting of relatively light objects and tasks that are incidental to a worker's regular, daily activities such as an office move.

8.1 Hazards

8.1.1 The hazards associated with improper material handling include being struck by a load, losing control of a load, physically over-exerting one's self, and exceeding equipment capacities.

8.1.2 Material handling accidents account for a sizable percentage of all occupational injuries that occur in every work area. The risk of injury is not confined to manual lifting of heavy objects.

8.2 Controls for Protection Against Injury

8.2.1 Work Planning

8.2.1.1 The likelihood of injuries significantly increases when lifting or moving bulky, heavy objects that cannot be held closely against the body.

8.2.1.2 Injuries can also occur when conducting repetitive lifts of lighter objects over long periods of time.

8.2.1.3 Accidents and injuries related to material handling may occur when a worker performs a task without the required assistance, or because of inadequate worker training.

8.2.1.4 Supervisors and workers should perform an appropriate analysis to determine the proper technique or lifting device required for all material handling activities.

8.2.1.5 As part of the analysis, consider whether the worker is able to carry out the materials handling task in question, even with assistance. In addition, consider the following other factors;

8.2.1.5.1 Object characteristics.

8.2.1.5.2 Weight, length, width, height and depth.

8.2.1.5.3 Center of gravity (i.e., weight distribution within object).

8.2.1.5.4 Handles, texture and grasp point.

8.2.1.5.5 Stability (particularly in the case of liquid or bulky items).

8.2.1.5.6 Workplace configuration.

8.2.1.5.7 Height of lifts.

8.2.1.5.8 Carrying distance and direction changes.

8.2.1.5.9 Obstacles (e.g., stairs and slopes).

8.2.1.5.10 Traction on working surfaces (i.e., observe whether surfaces are slippery, smooth or rough).

8.2.1.5.11 Task characteristics.

8.2.1.5.12 Forward reach.

8.2.1.5.13 Duration, frequency and pace.

8.2.1.5.14 Temperature, lighting and humidity.

8.2.1.5.15 Work organization (e.g., teamwork, time pressure, availability of help).

8.2.1.5.16 Mechanical lifting devices.

8.2.1.5.17 Weight demand and equipment limitations (i.e., load limit).

8.2.1.5.18 Accessibility requirements.

8.2.1.5.19 Worker experience.

8.3 Precautions for Safely Lifting and Handling Materials

8.3.1 When lifting or handling materials manually, use only methods that ensure your safety and that of the materials being handled.

8.3.2 Never attempt to lift objects that are too heavy or bulky to handle safely. Johnson – Davis requires that loads in excess of 50 lbs. or which are bulky require at least two people, or the use of mechanical lifting devices. Never over-estimate your ability to perform a task.

8.3.3 Whenever possible, push rather than pull loads. Pushing uses stronger leg muscles, whereas pulling uses the easily strained back muscles.

8.3.4 When occasional lifts of compact loads are required, observe the following precautions;

8.3.4.1 Loads should be handled no more than 6 – 7 inches from the body as measured from the ankles. The heavier the load, the more closely to the body the load should be carried.

8.3.4.2 Very low lifts (10 inches or less from floor) are not desirable because of the difficulty of maintaining balance when squatting to lift.

8.3.4.3 Medium lifts (30 – 54 inches from the floor) are more desirable because more strength from the legs is available in the lower part of this height range.

8.3.4.4 High lifts are not recommended except when the item to lift weighs less than 10 lbs.

8.3.5 Muscle fatigue can potentially occur where lifting is required more than once every two – five minutes.

8.3.6 Moving objects by sliding rather than lifting is recommended for repetitive handling tasks.

8.3.7 For ease of manipulation during subsequent moves, heavy items should be stored on racks, shelves or the like at elbow level. Lighter items may be stored at either higher or lower levels.

8.4 Safe Lifting Practices

8.4.1 Provide good hand-holds on an object to be carried.

8.4.2 Firmly grip an object to be carried.

8.4.3 Use carts and handling aids to support an object's weight.

8.4.4 Try to minimize the distance that an object is moved.

8.4.5 Carry any load close to your body and at a proper height from the floor.

8.4.6 Push or pull objects whenever possible, rather than lifting or lowering objects.

8.4.7 Position storage materials on racks or shelves in ways that make handling easier (e.g., place the heaviest objects at elbow height).

8.4.8 Keep your torso in a neutral, upright position, bend at knees and lift with legs whenever possible when lifting a heavy load.

8.4.9 Do not twist or bend while lifting or handling a heavy load.

8.4.10 Do not use jerking motions to move a load.

8.4.11 Warm up before starting a strenuous task after a less strenuous task or resting position.

8.4.12 Avoid lowering materials that need to be raised later.

8.4.13 Plan movements of materials in direct paths (i.e., no zigzags or back tracking).

8.4.14 Avoid using stairs when handling heavy objects.

8.4.15 Use a step – stool or low platform to reduce back hyper-extension.

8.5 Pre-lift Inspections and Considerations

8.5.1 Before lifting a heavy object (weighing greater than 50 lbs.);

8.5.1.1 Inspect the load for sharp edges, slivers, wet or greasy spots.

8.5.1.2 Wear gloves and long sleeved shirt when lifting or handling objects with sharp or splintered edges. To ensure good grip on the object, make sure the gloves are free of oil, grease or other slippery materials.

8.5.1.3 Inspect the route over which the load is to be carried. The route should be free of obstruction or spills that could cause tripping or slipping.

8.5.1.4 Consider the distance over which the load is to be carried. Gripping power may weaken or become painful over long distances.

8.5.1.5 Size up the load by making a preliminary lift to be sure the load is within your capacity given the other factors above. If the load is beyond your capacity, get help or use a mechanical lifting device.

8.5.2 Team Lifts

8.5.2.1 Two or more workers transporting a large load should distribute the load so that each person carries equal weight.

8.5.2.2 Long objects (e.g., pipe or lumber) should be carried on the same shoulder by both workers walking in step with one another.

8.5.2.3 When team lifting is required, try to make sure that individuals involved are similar in size and physique.

8.5.2.4 One person should act as the leader and give commands on when to lift and lower the object.

8.6 Mechanical Lifting Devices

8.6.1 Hand trucks, dollies and wheelbarrows

8.6.1.1 Many special types of hand trucks, dollies and wheelbarrows are available.

8.6.1.2 When working with mechanical lofting devices, workers should wear gloves and safety shoes to reduce hazards to the hands, toes and feet.

8.6.1.3 Equipment that is not in use should be stored in a designated area, not parked in aisles or other places where equipment would create a tripping hazard or traffic obstruction.

8.6.2 Pallet Jacks

8.6.2.1 Before using a jack for lifting, check the manufacturer's capacity plate or stenciled capacity to ensure that the jack can support the load.

8.6.2.2 Jacks shall be visually inspected before each use.

8.6.2.3 Any sign of hydraulic fluid leak is sufficient reason to remove a jack from service.

8.6.2.4 The surface on which a jack is used shall be level.

8.6.3 Crowbars

8.6.3.1 The principal hazard associated with crowbars is slippage.

8.6.3.2 A dull or broken crowbar is more likely to cause damage than a sharp one.

8.6.3.3 The point or edge of a crowbar should have a good bite.

8.6.3.4 During material handling with a crowbar, workers should be positioned to avoid falls or pinched hands if the crowbar slips.

8.6.3.5 When not in use, crowbars should be stored to avoid a trip/ fall hazard.

8.7 Powered Lifting Devices

8.7.1 Powered lifting devices shall be used for lifting and moving objects that are too heavy or bulky for safe manual handling. However, only workers who are properly trained and qualified are permitted to operate such equipment. Heavy objects that require special handling or rigging shall be moved only by qualified riggers or under the guidance of workers specifically trained for such tasks.

8.7.2 Forklift Operations

8.7.2.1 Only authorized and certified personnel shall operate a forklift. All operations shall be in accordance with manufacturer's safe operating instructions. Retraining is to be conducted at least every three years.

8.7.2.2 Hard hat/bump cap shall be worn at all times while operating forklifts.

8.7.2.3 The operator shall complete an equipment checklist/ inspection at the beginning of each shift prior to the use of the unit. A written copy of the completed checklist/ inspection shall be kept on file in the shop office.

8.7.2.4 When descending an incline, the load shall be to the rear. When ascending, the load shall be in front of the travel direction.

8.7.2.5 Wheels shall be blocked if the forklift is parked on an incline.

8.7.2.6 Sudden stops that might spill the load should be avoided.

8.7.2.7 The horn should be sounded when blind corners are approached.

8.7.2.8 Forklifts with a gasoline or diesel engine shall not be operated in an enclosed area for prolonged periods of time. Forklifts fueled with Liquid Propane Gas must have tank disconnected at end of shift and tank stored outside in a properly constructed, secured cage.

8.7.2.9 When a forklift is moved, loaded, or empty, forklifts shall be carried as low as possible, but high enough to clear uneven surfaces.

8.7.2.10 Loads shall not be raised or lowered while the truck is traveling.

8.7.2.11 The warning light on the truck shall be operating whenever it is in operation.

8.7.2.12 Passengers are not allowed to ride a forklift unless an approved passenger seat is provided. No one shall be permitted to ride the load at any time.

8.7.2.13 Work access – An approved platform shall be used when using a forklift for work access to an elevated location. The platform will be equipped with standard handrail and toe-boards, and guards will be in place to prevent hands or materials from passing into the mast area. Platform will be properly secured to the mast or forks.

8.7.2.14 Approved fall protection equipment shall be used by all personnel while working in an elevated platform.

8.7.2.15 Fall protection shall be properly secured to the fork-tine carriage and not to the work platform or basket.

8.7.2.16 The forklift operator shall never leave the lift while an occupied work platform/basket is elevated.

8.7.2.17 When forklifts are used in loading and unloading operations inside vans or trucks, special precautions should be exercised. The vehicle shall be properly parked with wheels chocked.

8.7.2.18 Upon control difficulty, malfunction or equipment failure, the unit shall be tagged out of service until repairs are made and the unit recertified.

8.7.2.19 When the forklift is not in use, the forks shall be fully lowered, brakes set and the key turned to the “OFF” position.

8.7.2.20 Personnel shall not stand or pass beneath the elevated forks, whether loaded or empty.

8.7.2.21 Forklift trucks should not be used in place of jacks or other lifting devices, their purpose is specifically to move heavier loads from one place to another.

8.7.2.22 Only loads which are securely and safely loaded and within the rated capacity of the truck shall be handled.

8.7.2.23 When fueling forklifts, the engine shall be turned OFF. Proper PPE must be used when fueling forklift or assembling LPG tank. (Safety glasses, gloves and head protection).

8.7.2.24 Or approved attachments to the mast or forks shall be used. Improvised methods shall not be used.

8.7.2.25 All fork-tine attachments, slings and accessories shall be properly marked indicating load capacity.

8.7.2.26 The rated capacity of all lift equipment shall not be exceeded. Equipment not rated with load capacity shall be taken out of service until properly inspected and rated.

8.8 Handling Hazardous Material

8.8.1 Material Storage

8.8.1.1 Manufacturer's Material Safety Data Sheets (MSDS/SDS) shall be readily available for all appropriate products and materials which are stored, processed and/or dispensed at that location.

8.8.1.2 Racks, shelves and other devices on which material is stored shall be of substantial construction capable of supporting the weight and size of the material, located properly out of aisles, and passageways and secured to the floor or otherwise stabilized to prevent tipping or shifting.

8.8.1.3 Materials shall be stored so that weight is evenly distributed. Material stored in tiers shall be secured to prevent falling or sliding.

8.8.1.4 A minimum clearance of 36" shall be maintained between stored material and overhead lights, sprinkler heads and heating/cooling ducts and fire door openings.

8.8.1.5 Poles, pipes, conduits and similar materials shall be racked or blocked to prevent shifting. Barrels, drums and reels shall be stored on end to prevent shifting, or shall be otherwise blocked to prevent rolling.

8.8.1.6 Flammable or combustible materials shall not be stored near sources of extreme heat, sparks or flame.

8.8.1.7 Materials or equipment shall not be stored under energized busses, energized lines or near energized equipment. Stored materials shall also not block access to electrical panels or fire control panels or equipment.

8.8.1.8 The contents of all stored or staged materials shall be clearly marked and visible on the outside of the package. Labeling shall include the flammability/ combustibility, corrosiveness, and oxidation properties of the contents as well as any special handling and personal protective equipment and safety precautions required by the manufacturer.

8.8.1.9 Stored materials shall be kept within the confines of the storage bin or area in which they are placed.

8.8.1.10 Prudent efforts shall be made to store heavier items on lower shelves or bins.

8.8.1.11 Cardboard boxes shall not be stacked directly on top of each other at a height greater than 48 inches.

8.8.1.12 Loose items stored on racks or shelves above the floor shall be secured to prevent them from becoming dislodged and falling.

8.8.1.13 Boxes, bins and other containers shall be used to secure small items to prevent them from falling.

8.8.1.14 Cable reels and other round objects shall be chocked to prevent them from rolling.

Section 9 – Ladders, Scaffolds and Aerial Lifts – General Overview

9. In order to get to the various work locations where we need to perform work, ladders, scaffolds and aerial lifts must be used to a certain extent. To that end, there are a number of regulatory requirements for each of these methods for reaching heights or depths. Aside from work in trenches and excavations, Johnson – Davis has had to reach the elevated undersides of bridges as well to install product for its clients.

9.1 General Requirements

9.1.1 Only approved ladders shall be used. Ladders shall be used in a safe manner. Manufacturer's weight limit shall not be exceeded.

9.1.2 All portable ladders shall be of sufficient length and shall be placed so that workers will not outstretch or assume a hazardous position.

9.1.3 Portable ladders used as temporary access shall extend at least 3 feet above the upper landing surface.

9.1.3.1 When a 3 foot extension is not possible, a grasping device such as a grab rail shall be provided to assist employees in mounting and dismounting the ladder.

9.1.3.2 In no case shall the length of the ladder be such that ladder deflection under a load would, by itself, cause the ladder to slip from its support.

9.1.4 The length of portable step ladders shall not exceed 12 feet. A portable step ladder shall not be used as a substitute for a straight ladder.

9.1.5 The ladder shall be moved as work progresses to avoid overreaching. The user's belt buckle should always remain between the side rails of the ladder. Two ladders shall never be lashed together to make a longer one.

9.1.6 Ladders shall be surfaced so as to prevent injury to an employee from punctures or lacerations and to prevent snagging of clothing.

9.1.7 Metal spreader bars or locking devices shall be provided on each step ladder to hold the front and back sections in an open position.

9.1.8 Ladders shall not be placed in passageways, doorways, drives or any locations where they may be displaced by any other work unless protected by barricades or guards.

9.1.9 Extension ladders shall be used at such a pitch that the horizontal distance from the top support to the foot of the ladder will not be greater than one – fourth the working length of the ladder (measured from the top support to the foot of the ladder).

9.1.10 When using straight or extension ladders, employees shall not climb past the third rung from the top.

9.1.11 Portable metal ladders and other portable conductive ladders may not be used near exposed energized lines or equipment.

9.1.12 Extension ladders may not be supported by conduit racks, piping or other non-rigid supports.

9.2 Use of Ladders

9.2.1 No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

9.2.2 When ladders are the only means of access to or from a working area for 25 or more employees, or when a ladder is to serve simultaneous two-way traffic, double cleated ladders shall be used.

9.2.3 Portable ladders shall have slip resistant feet.

9.2.4 Ladders shall not be moved, shifted, or extended while occupied.

9.2.5 The top or top step of a step ladder shall not be used as a step.

9.2.6 Ladders shall be inspected for physical defects on a daily basis and after any occurrence that could affect their safe use.

9.2.7 Broken or damaged ladders shall be immediately tagged “DO NOT USE” or similar wording, and withdrawn from service until discarded or restored to a condition meeting their original design.

9.2.8 Ladders shall be restricted to their intended use.

9.2.9 Ladders shall not be climbed or used by more than one person at a time unless designed for such use.

9.3 General Requirements for Scaffolds

9.3.1 Capacities

9.3.1.1 Scaffolds and their components shall meet the requirements contained in ANSI A10.8 and be capable of supporting, without failure, at least four times the maximum anticipated load.

9.3.1.2 Scaffold system components that are subjected to a bending moment (such as outrigger beams with suspended scaffold and counterweights) shall be capable of providing a resting moment of at least four times the tipping moment.

9.3.2 Design

9.3.2.1 The dimensions of the members and materials used in the construction of various working platforms or scaffolds shall conform to the sizes shown in the ANSI A10.8 tables.

9.3.2.2 Scaffolds shall be plumb and level.

9.3.2.3 Scaffolds (other than suspended scaffolds) shall bear on base plates upon sills or other adequate foundation.

9.3.2.4 Working levels of work platforms shall be fully planked or decked.

9.3.2.5 When the scaffold height exceeds four times the minimum scaffold base dimension (and including the width added by outriggers, if used), the scaffold shall be secured to the wall or structure.

9.3.3 Planking

9.3.3.1 All planking of platforms shall be overlapped minimum 12” or secured from movement.

9.3.3.2 Scaffold planks shall extend over their end supports not less than 6”, nor more than 12”.

9.3.3.3 Planking on scaffolds shall extend from the toe board to not more than 14” from the face of the building or structure unless standard guardrails are installed or personal fall protection systems are used. The maximum distance for outrigger scaffolds shall be 3”.

9.3.3.4 Planking shall be supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening, tipping, or displacement.

9.3.3.5 When a scaffold materially changes its direction, the platform shall be laid to prevent tipping.

9.3.3.5.1 The planks that meet the corner bearer at an angle shall be laid first, and extend over the diagonally placed bearer far enough to have a good safe bearing but not far enough to involve any danger from tipping, and

9.3.3.5.2 The planking running in the opposite direction at an angle shall be laid so as to extend over and rest on the first layer of planking.

9.3.3.6 Work platforms shall be securely fastened to the scaffold.

9.3.4 Access

9.3.4.1 An access ladder or equivalent safe access shall be provided.

9.3.4.2 Climbing of braces shall be prohibited.

9.4 Aerial Lifts and Mobile Scaffolds

9.4.1 Training

9.4.1.1 Only qualified persons shall operate aerial lifts. Operators of aerial lifts shall be trained on how to safely operate the aerial lift prior to use, and be familiar with the specific lift that they operate. No operator of lifts shall have a medical condition such as dizzy spells or seizures. Training shall include;

9.4.1.1.1 Purpose and use of manuals.

9.4.1.1.2 Pre-start inspection.

9.4.1.1.3 Factors affecting machine stability.

9.4.1.1.4 Purpose and meaning of placards and decals.

9.4.1.1.5 Work site inspection.

9.4.1.1.6 Safety Rules and regulations.

9.4.1.1.7 Authorization to operate.

9.4.1.1.8 Actual operation of the aerial platform. Under the direction of a qualified person, the trainee shall operate the aerial platform for a sufficient period of time to demonstrate proficiency in its operation. Operators shall read operator's manual for each model of lift prior to using it. Retraining shall be performed whenever operator demonstrates lack of knowledge, or upon discovery of improper or unsafe use of machine.

9.4.2 Inspections

9.4.2.1 Annual inspections will be performed as specified by the manufacturer. A sticker stating the date of inspection, and the person/ organization performing the inspection will be placed on the lift in plain sight following the inspection.

9.4.2.2 Frequent inspections will be performed as specified by the manufacturer at least every three months or 150 hours, whichever occurs first.

9.4.2.3 Pre-start inspection will be performed by the operator as specified by the manufacturer prior to use each shift, every day. Components of this inspection include the walk-around and a functional test of ground and platform controls. The pre-start inspection shall include the following;

9.4.2.3.1 Operating and emergency controls (ground and upper).

9.4.2.3.2 Safety devices.

9.4.2.3.3 Personal protective devices.

9.4.2.3.4 Tilt sensors and interlocks.

9.4.2.3.5 Air, hydraulic, and fuel system leaks.

9.4.2.3.6 Cables and wiring harnesses.

9.4.2.3.7 Loose or missing parts.

9.4.2.3.8 Tires and wheels.

9.4.2.3.9 Placards, warnings, control markings and operator manuals.

9.4.2.3.10 Outriggers, stabilizers, pothole protection systems, and other structures.

9.4.2.3.11 Guardrail system.

9.4.2.3.12 Items specified by the manufacturer.

9.4.2.4 Work Site Inspection

9.4.2.4.1 Before and during use of lift, operator shall check the area where the lift will be used for possible hazards such as drop-off's and holes.

9.4.2.4.2 Slope(s).

9.4.2.4.3 Bumps and floor/pavement obstructions.

9.4.2.4.4 Debris.

9.4.2.4.5 Overhead obstructions including energized conductors.

9.4.2.4.6 Hazardous locations and atmospheres.

9.4.2.4.7 Inadequate surface support (soft ground, hole covers, gratings, etc.).

9.4.2.4.8 Wind and weather conditions.

9.4.2.4.9 Presence of unauthorized persons.

9.4.2.4.10 Other unsafe conditions.

9.4.3 General Safety Rules for Aerial Lifts

9.4.3.1 Belting off to an adjacent pole, structure, or equipment while working <u>from</u> an aerial lift shall not be permitted.

9.4.3.2 Employees shall always stand firmly on the floor of the basket, and shall not sit or climb on the edge of the basket, or use planks, ladders or other devices for a work position.

9.4.3.3 Lifts used in an electrical substation shall be grounded.

9.5 Bucket Trucks

9.5.1.1 SCOPE: This section applies to vehicle mounted, elevating and rotating platforms as defined by ANSI A92.2, including insulated bucket trucks.

9.5.2 Boom and Scissor Lift Safety

9.5.2.1 Hard hat and high visibility vests shall be worn by anyone in the platform. Full body harness and shock absorbing lanyard shall be worn by personnel in boom lifts. All site standard PPE shall be worn by personnel working on the ground near boom and scissor lifts in operation.

9.5.2.2 When mounting/ dismounting use three point contact rule and face lift at all times. Do not jump down from the lift.

9.5.2.3 Lifts shall not be operated on grades or side slopes in excess of manufacturer's specifications.

9.5.2.4 Rated platform load shall not be exceeded. Load shall be properly distributed on the platform and platform extensions.

9.5.2.5 Only properly secured tools/ materials, evenly distributed and safely handled shall be moved. Avoid carrying materials longer than the platform.

9.5.2.6 Mid-rail chain must be in use whenever the lift is occupied.

9.5.2.7 Operator shall maintain minimum approach distance from energized electrical conductors and parts. (10 feet for voltages of 300 to 50,000 volts, more for higher voltages). Non-insulated lifts shall not be used for work near energized conductors.

9.5.2.8 Personnel shall maintain firm footing on the platform floor. Climbing on mid-rail or top rail is prohibited. Use of planks, ladders or other devices to achieve additional height from the platform is prohibited.

9.5.2.9 Lifts shall not be operated in hazardous locations unless they are rated for that type of environment.

9.5.2.10 Care shall be taken to prevent rope, cords, hoses, etc. from becoming entangled in the aerial platform

9.5.2.11 Battery charging shall take place in a well-ventilated space free of sparks, flame or ignition sources.

9.5.2.12 Safety devices shall not be removed, altered or disabled in any way.

9.5.2.13 Leaving the platform while extended shall only be done following lift manufacturer's instructions. 100% fall protection is required.

9.5.2.14 Problems or malfunctions must be repaired prior to use of the lift.

9.5.2.15 Horizontal platform force in excess of the manufacturer's specified maximum shall not be applied.

9.5.2.16 Where lifts are used near bridge cranes, careful steps shall be taken to avoid collision between the two devices. Lift shall be kept away from energized buss bars.

9.5.2.17 The operator of any lift must ensure that the surface supporting the lift is adequate for the weight of the lift and load carried.

9.5.2.18 Outriggers and leveling devices supplied by the manufacturer shall be used at all times to level the lift body when in position for a platform lift.

9.5.2.19 In the event the platform becomes snagged on an adjacent structure or other obstacle such that control reversal does not free it, personnel shall be removed from the platform prior to use of lower controls.

9.5.2.20 A ground person shall be present whenever a lift is in operation. This person shall be trained in use of lower controls and emergency lowering procedures. This person shall also spot for the lift operator, and keep ground personnel clear of the lift path of travel and falling object hazards.

9.5.2.21 Barricade lift areas as necessary to keep uninvolved personnel out of the area.

9.5.2.22 The operator shall ensure that the lift is secured against use by unauthorized personnel. Park only on firm, level surfaces, remove equipment keys and control boxes if able.

9.5.2.23 Driving requirements

9.5.2.23.1 Limit speed according to conditions including support surface, congestion, visibility, slope and other factors that could lead to collisions or potential injuries.

9.5.2.23.2 Ensure adequate clearance is maintained around overhead obstacles, and underneath platform when lowering it.

9.5.2.23.3 Communicate with personnel in the area who may be affected by movement of the lift prior to moving it.

9.5.2.23.4 Maintain a clear view of the support surface and path of travel.

9.5.2.23.5 Maintain a safe distance from drop-offs, holes, depressions, ramps, and other hazards to ensure safe travel.

9.5.2.23.6 Ensure hole covers and grates are strong enough to support the weight of the machine before driving over them. Otherwise plan travel paths around such covers.

9.6 Boom Lifts

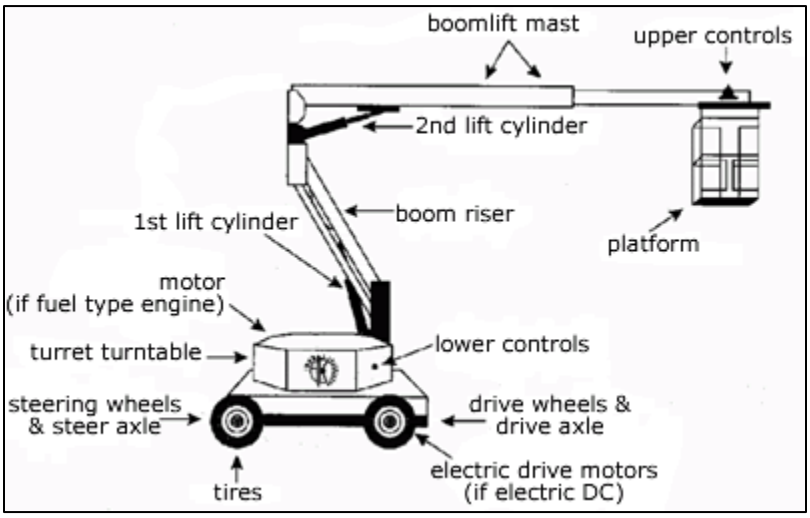
9.6.1.1.1 Full body harness, lanyard, and hardhat are required when operating a boom lift. Lanyard shall be immediately attached to designated tie-off point in the lift basket/platform.

9.6.1.1.2 Barricade area around base as necessary to prevent personnel on ground from being struck by any portion of the boom lift.

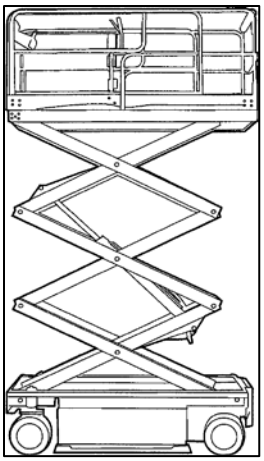
9.6.1.2 Scissor lifts/ Vertical Towers

9.6.1.2.1 A full body harness is not typically required to operate this type of lift.

9.6.1.2.2 This type of lift shall only be operated on a level surface, within the maximum slope and grade requirements specified by the manufacturer.



BOOM LIFT



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Section 10 – Confined Space Entry – General Overview

10. The dangers associated with confined spaces are inherently deadly unless informed and prudent techniques are used in order to make spaces safe prior to entry. Many times a space that was not previously a permit required confined space can be made dangerous through our own operations, causing health hazards that were unintended. Although every scenario cannot be addressed in a single document, the following section sets out the minimum requirements for confined space entry as dictated by OSHA standards. Client requirements may be more stringent, and additional precautions may be taken, so long as these additional requirements do not in any way increase risk to our employees or outside rescue agencies. Any additional requirement or action taken in relation to client requests must be approved by the Safety Director prior to implementation.

10.1 Definitions

10.1.1 *Acceptable entry conditions* - mean the conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit-required confined space entry can safely enter into and work within the space.

10.1.2 *Atmosphere, Normal* - refers to the natural envelope of gases, vapors, and particulates surrounding the earth.

10.1.3 *Atmosphere, Confined* - refers to the gases, vapors, mists, fumes, and dust within a confined space.

10.1.4 *Attendant* - means an individual stationed outside one or more permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.

10.1.5 *Authorized entrant* - means an employee who is authorized by the employer to enter a permit space.

10.1.6 *Biological Hazards* - Infectious agents presenting a risk or potential risk to the well-being of man, or other animals, either directly through infection or indirectly through disruption of the environment.

10.1.7 *Blanking or blinding* - means the absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and is capable of withstanding the maximum pressure of the pipe, line or duct with no leakage beyond the plate.

10.1.8 *Ceiling Level* - The maximum airborne concentration of a toxic agent to which an employee may be exposed for a specified period of time.

10.1.9 *Combustible Dust* - A dust capable of undergoing combustion or of burning when subjected to a source of ignition.

10.1.10 *Competent Person* - A person, who by reason of training, education and experience is knowledgeable in the operation to be performed, is competent to judge the hazards involved, and has the authority to change or correct the operation.

10.1.11 *Confined space* - means a space that: Is large enough and so configured that an employee can bodily enter and perform assigned work; and has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and is not designed for continuous employee occupancy.

10.1.12 *Double block and bleed* - means the closure of a line, duct or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.

10.1.13 *Emergency* - means any occurrence (including any failure of hazard control or monitoring equipment) or event internal or external to the permit space that could endanger authorized entrants.

10.1.14 *Engulfment* - means the surrounding and effective capture of a person by a liquid or finely divided (fluid) solid substance that can be aspirated and can cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.

10.1.15 *Entry* - means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to occur as soon as *any part* of the authorized entrant's body breaks the plane of an opening into the space.

10.1.16 *Entry permit (permit)* - means the written or printed document that is provided by the employer to allow and control entry into a permit space and contains the information specified in Section VIII of this program manual.

10.1.17 *Entry supervisor* - means the person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space

where entry is planned, authorizing entry and overseeing entry operations, and terminating entry as required by this section.

Note: An entry supervisor also may serve as an attendant or as an authorized entrant, as long as that person is trained and equipped as required by this program for each role he or she fills. Also, the duties of entry supervisor may be passed from one individual to another during the course of an entry operation. The entry supervisor shall be considered the "competent person."

10.1.18 *Hazard Evaluation* - A process to assess the severity of known, real, or potential hazards or all three, at or in the confined space.

10.1.19 *Hazardous atmosphere* - means an atmosphere that may expose employees to the risk of death, incapacitation and impairment of ability to self-rescue (that is, to escape unaided from a permit space), injury, or acute illness from one or more of the following causes:

10.1.19.1 Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL);

10.1.19.2 Airborne combustible dust at a concentration that meets or exceeds its LFL;

Note: This concentration may be approximated as a condition in which the dust obscures vision at a distance of 5 feet (1.52 m) or less.

10.1.19.3 Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;

10.1.19.4 Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in Subpart G, Occupational Health and Environmental Control, or in Subpart Z, Toxic and Hazardous Substances, of this Part and which could result in employee exposure in excess of its dose or permissible exposure limit.

10.1.19.5 Any other atmospheric condition that is immediately dangerous to life or health.

Note: For air contaminants for which OSHA has not determined a dose or permissible exposure limit, other sources of information, such as Material Safety Data Sheets that comply with the Hazard Communication Standard, §1910.1200 of this Part, published information, and internal documents can provide guidance in establishing acceptable atmospheric conditions.

10.1.20 *Hot Work* - Work within a confined space that produces arcs, sparks, flames, heat, or other sources of ignition.

10.1.21 *Hot work permit* - means the employer's written authorization to perform operations (for example, riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.

10.1.22 *Immediately dangerous to life or health (IDLH)* - means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.

Note: Some materials -- hydrogen fluoride gas and cadmium vapor, for example may produce immediate transient effects that, even if severe, may pass without medical attention, but are followed by sudden, possibly fatal collapse 12-72 hours after exposure. The victim "feels normal" from recovery from transient effects until collapse. Such materials in hazardous quantities are considered to be "immediately" dangerous to life or health.

10.1.23 *Inerting* - means the displacement of the atmosphere in a permit space by a non-combustible gas (such as nitrogen) to such an extent that the resulting atmosphere is non-combustible.

Note: This procedure produces an IDLH oxygen-deficient atmosphere. Isolation means the process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lock-out or tag-out of all sources of energy; or blocking or disconnecting all mechanical linkages.

10.1.24 *LEL/LFL and UEL/UFL* - Acronyms for “lower explosive limit”/“lower flammable limit” and “upper explosive limit”/“upper flammable limit.”

10.1.25 *Line breaking* - means the intentional opening of a pipe, line, or duct that is or has been carrying flammable, corrosive, or toxic material, an inert gas, or any fluid at a volume, pressure, or temperature capable of causing injury.

10.1.26 *Lockout/Tagout* - The placement of a lock/tag on the energy-isolating device in accordance with an established procedure, indicating that the energy-isolating device shall not be operated until removal of the lock/tag in accordance with an established procedure.

10.1.27 *Lower Flammable Limit (LFL)* - The minimum concentration of a combustible gas or vapor in air (usually expressed in percent by volume at sea level), that will ignite if an ignition source (sufficient ignition energy) is present.

10.1.28 *Non-permit confined space* - means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

10.1.29 *Oxygen-deficient atmosphere* - means an atmosphere containing less than 19.5 percent oxygen by volume.

10.1.30 *Oxygen-enriched atmosphere* - means an atmosphere containing more than 23.5 percent oxygen by volume.

10.1.31 *Permissible Exposure Limit (PEL)* - The maximum 8-hour time-weighted average of any airborne contaminant to which an employee may be exposed. At no time shall the exposure level exceed the ceiling concentration for that contaminant as listed in 29 CFR Part 1910 Subpart Z.

10.1.32 *Permit-required confined space (permit space)* - means a confined space that has one or more of the following characteristics:

- 10.1.32.1 Contains or has a potential to contain a hazardous atmosphere;
- 10.1.32.2 Contains a material that has the potential for engulfing an authorized entrant;
- 10.1.32.3 Has an internal configuration such that an authorized entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
- 10.1.32.4 Contains any other recognized serious safety or health hazard.

10.1.33 *Permit system* - means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

10.1.34 *Prohibited condition* - means any condition in a permit space that is not allowed by the permit during the period when entry is authorized.

10.1.35 *Purging* - The method by which gases, vapors, or other airborne impurities are displaced from a confined space.

10.1.36 *Rescue service* - means the personnel designated to rescue employees from permit spaces.

10.1.37 *Respirator (Approved)* - A device that meets the requirements of 30 CFR Part 11 and is designed to protect the wearer from inhalation of harmful atmospheres and has been approved by the Bureau of Mines, National Institute for Occupational Safety and Health, and the Mine Safety and Health Administration (formerly, Mining Enforcement and Safety Administration).

10.1.38 *Retrieval system* - means the equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.

10.1.39 *Standby Person* - A person trained in emergency rescue procedures and assigned to remain on the outside of a confined space and to be in communication with those working inside.

10.1.40 *Testing* - means the process by which the hazards that may confront authorized entrants into a permit space are identified and evaluated. Testing includes specifying the tests that are to be performed in the permit space.

10.1.41 Note: Testing enables employers both to devise and to implement adequate control measures for the protection of authorized entrants and to determine if acceptable entry conditions are present immediately prior to and during entry.

10.1.42 *TLV* - An acronym for "Threshold Limit Value."

10.1.43 *Toxic Atmosphere* - An atmosphere containing a concentration of a substance above published or otherwise known safe levels.

10.2 Responsibilities

10.2.1 Corporate

10.2.1.1 It is the responsibility of the Corporate Safety Department to:

10.2.1.1.1 Inform the Divisions of the federal regulations and notify them of updates;

10.2.1.1.2 Choose atmospheric testing equipment, rescue equipment, and personal protective equipment;

10.2.1.1.3 Audit the Confined Space Entry Program and make changes as needed;

10.2.1.1.4 Be a resource to share operational information among Divisions;

10.2.1.1.5 Be the depository of training and any medical surveillance records from all Divisions.

10.2.1.1.6 Be trained in all the provisions of this program;

10.2.1.1.7 Arrange for and provide training for employees;

10.2.1.1.8 Provide the necessary atmospheric testing equipment, rescue equipment, and personal protective equipment;

10.2.1.1.9 Comply with the manufacturer's maintenance recommendations and periodically calibrate confined space atmospheric testing equipment;

10.2.1.1.10 Inspect all equipment before issue and upon return;

10.2.1.1.11 Document all training, calibration, inspection, and medical records;

10.2.1.1.12 Check state and local regulations for any additional requirements.

10.2.1.2 Employee

10.2.1.2.1 It is the responsibility of the employee to follow the guidelines set forth in this program and to use the proper procedures for entering confined spaces.

10.2.1.3 Attendant

10.2.1.3.1 It is the responsibility of the attendant to be stationed outside any Permit Required Confined Space (PRCS) while it is occupied.

10.2.1.3.2 Attendants may be assigned to monitor more than one permit space provided the duties described herein can be effectively performed for each permit space that is monitored. Likewise, attendants may be stationed at any location outside the permit space to be monitored as long as the duties described herein can be effectively performed for each permit space that is monitored.

10.2.1.3.3 Remain in two-way communication contact at all times with the authorized entrants.

10.2.1.3.4 Have knowledge of the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.

10.2.1.3.5 Be aware of possible behavioral effects of hazard exposure on authorized entrants.

10.2.1.3.6 Maintain an accurate count of authorized entrants in the permit space and ensure that the means to identify authorized entrants accurately identifies who is in the permit space.

10.2.1.3.7 Remain outside the permit space during entry operations until relieved by another attendant.

10.2.1.3.8 When the permit entry program allows the attendant entry for rescue, attendants may enter a permit space to attempt a rescue if they have been trained and equipped for rescue operations as required in Rescue and Emergency Services and if they have been relieved by another attendant.

10.2.1.3.9 Monitor activities inside and outside the space to determine if it is safe for authorized entrants to remain in the space and order the entrants to evacuate the space immediately in the event of the following conditions:

10.2.1.3.9.1 If the attendant detects a prohibited condition.

10.2.1.3.9.2 If the attendant detects the behavioral effects of hazard exposure in an authorized entrant.

10.2.1.3.9.3 If the attendant detects a situation outside the space that could endanger the authorized entrants or if the attendant cannot effectively and safely perform all the duties required.

10.2.1.3.10 Summon rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from the permit space hazards.

10.2.1.3.11 Take the following actions when unauthorized persons approach or enter a permit space while entry is underway:

10.2.1.3.11.1 Warn the unauthorized persons that they must stay away from the permit space.

10.2.1.3.11.2 Advise the unauthorized persons that they must exit immediately if they have entered the permit space.

10.2.1.3.11.3 Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space.

10.2.1.3.11.4 Perform non-entry rescues as specified by this program's rescue procedure.

10.2.1.3.11.5 Perform no other duties that might interfere with the primary duty of monitoring and protecting the authorized entrants.

10.2.1.4 Entrants

10.2.1.4.1 Authorized entrants shall know the hazards that may be faced during entry, including information about the mode, signs or symptoms, and consequences of the exposure.

10.2.1.4.2 Properly use equipment as required by this program.

10.2.1.4.3 Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the need to evacuate the space;

10.2.1.4.4 Alert the attendant whenever:

10.2.1.4.4.1 The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.

10.2.1.4.4.2 The entrant detects a prohibited condition.

10.2.1.4.4.3 Exit from the permit space as quickly as possible whenever:

10.2.1.4.4.3.1 An order to evacuate is given by the attendant or the entry supervisor.

10.2.1.4.4.3.2 The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.

10.2.1.4.4.3.3 The entrant detects a prohibited condition.

10.2.1.4.4.3.4 An evacuation alarm is activated.

10.2.1.5 Entry Supervisor

10.2.1.5.1 Entry supervisors shall know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure, thus determining a confined space to be either a Non-Permit Confined Space or a Permit Required Confined Space.

10.2.1.5.2 Verify that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted, and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin.

10.2.1.5.3 Determine the number of attendants needed to carry out the duties;

10.2.1.5.4 Terminate the entry and cancel the permit as required when:

10.2.1.5.5 The entry operations covered by the entry permit have been completed; or a condition that is not allowed under the entry permit arises in or near the permit-required space.

10.2.1.5.6 Verifies that rescue services are available and that the means for summoning them are operable;

10.2.1.5.7 Remove unauthorized individuals who enter or attempt to enter the permit space during entry operations; and

10.2.1.5.8 Determine, whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space, that entry operations remain consistent with terms of the entry permit that acceptable entry conditions are maintained.

10.3 Confined Space Determination

10.3.1 If an operation requires entry into an area meeting the definition of a confined space, (see Definitions), then a confined space identification and evaluation shall be conducted, unless otherwise classified by the owner or operator. The attached diagram shall be utilized to assist in this evaluation. The entry supervisor shall conduct a survey of the premise worksite or operations to identify confined spaces as defined in the program. Signs shall be posted for all Permit-Required Confined Spaces in accordance with Warning Signs and Symbols.

10.4 Confined Space Classification

10.4.1 Based on the evaluation of the hazard, an entry supervisor shall classify the confined space as either a Non-Permit Confined Space (NPCS) or a Permit Required Confined Space (PRCS).

10.4.1.1 Non-Permit Confined Space (NPCS)

10.4.1.1.1 A confined space shall be classified as a NPCS when no hazards are detected upon testing of the confined atmosphere and the confined space does not contain or have the potential to contain any hazards capable of causing death or serious physical harm. A confined space meeting the requirements of a NPCS shall be classified as a PRCS when the confined atmosphere changes and hazards are detected.

10.4.1.1.2 A NPCS may also be reclassified as a PRCS when the work to be performed creates hazards in the confined space (i.e., welding, use of solvents, glues, etc.).

10.4.1.1.3 NPCSs shall be periodically evaluated to ensure proper classification. Any changes in conditions in the space will introduce new hazards to the confined space shall require immediate re-evaluation. All employees who enter a NPCS shall be trained in entry procedures and what conditions would prohibit entry. Training shall be conducted as needed to maintain competence in entry procedures and precautions.

10.4.1.2 Permit Required Confined Space (PRCS)

10.4.1.2.1 PRCSs have one or more of the following characteristics:

10.4.1.2.1.1 Contains or has the potential to contain a hazardous atmosphere;

10.4.1.2.1.2 Contains a material that has the potential for engulfing an entrant;

10.4.1.2.1.3 Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a

small cross-section or contains any other recognized serious safety or health hazard.

10.4.1.2.2 A space classified as a PRCS may be reclassified as a NPCS under the following procedures:

10.4.1.2.2.1 If the permit space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space, for as long as the non-atmospheric hazards remain eliminated;

10.4.1.2.2.2 If it is necessary to enter the permit space to eliminate hazards, such entry shall be performed in accordance with the PRCS procedures. If testing and inspection during that entry demonstrate that the hazards within the permit space have been eliminated, the permit space may be reclassified as a NPCS for as long as the hazards remain eliminated.

Note: Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazards.

10.4.1.2.2.3 The entry supervisor shall document the basis for determining that all hazards in a permit space have been eliminated, through a certification that contains the date, the location of the space, and the signature of the person making the determination. The certification shall be made available to each employee entering the space. If hazards arise within a permit space that has been declassified to a NPCS, each employee in the space shall exit the space. The entry supervisor shall then re-evaluate the space and determine whether it must be reclassified as a permit space in accordance with other applicable provisions of this program.

10.5 Entry Permits

10.5.1 Entry permits (Appendix10) shall be posted at the confined space entry portal. Entry permits shall be established for all PRCS entries and the document shall include:

10.5.1.1 Date of entry;

10.5.1.2 Time of entry;

10.5.1.3 Location of entry;

10.5.1.4 Type of work to be conducted/purpose of entry;

10.5.1.5 Authorized entrant's name that will enable the attendant to determine quickly and accurately for the determination of the permit;

10.5.1.6 Name(s) of attendant(s);

10.5.1.7 Entry supervisor name;

10.5.1.8 The hazards of the permit space;

10.5.1.9 Measures used to isolate the permit space and the hazards to be controlled or eliminated prior to proceeding with the entry.

Note: These measures can include the lockout or tagging of equipment and equipment and procedures for purging, inerting, ventilating, and flushing permit spaces.

10.5.1.10 Acceptable entry conditions;

10.5.1.11 Safety equipment required to perform the entry and job duties in the confined space;

10.5.1.12 Type of equipment which will be necessary for rescue and how aid will be summoned in the event of an emergency;

10.5.1.13 Communication procedures between entrant(s) and attendant(s);

10.5.1.14 Type of atmospheric testing required, the results of those tests, signature/initials of tester, and time;

10.5.1.15 Safety precautions required to perform the job; and

10.5.1.16 Hot work permit (if necessary).

10.5.2 Before each entry, the entry permit as defined above shall be completed by an entry supervisor and the contents shall be communicated to the authorized entrant(s). The permit shall be maintained at the confined space entry portal. The permit shall become invalid when hazards arise or conditions/work changes. Records shall be maintained for 1 year at the Lantana office Corporate Safety Department.

10.5.3 Duration of permit

10.5.3.1 Permits shall expire at the end of the work shift or when the work is complete (whichever comes first).

10.5.3.2 Only operations or work originally approved on the permit shall be conducted.

10.5.4 Revoking permits

10.5.4.1 When conditions or work activities are different from those specified in the permit and could introduce new hazards to the confined space, then the permit shall immediately be revoked by the entry supervisor. A new permit shall then be reissued to indicate the changes.

10.5.4.2 Permits shall also be revoked at the end of the work shift or when the work is complete (whichever comes first).

10.6 Hazard Evaluations

10.6.1 A pre-entry hazard evaluation shall be conducted by the entry supervisor with consideration of the scope of the hazard, magnitude of the hazard, likelihood of the hazard's occurrence, consequences of the hazard, and potential for changing conditions.

10.7 Confined Space Atmospheric Testing

10.7.1 Atmospheric testing is required for two distinct purposes: evaluation of the hazards of the permit space and verification that acceptable conditions for entry into that space exist.

10.7.1.1 Evaluation testing. The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity to identify and evaluate any hazardous atmospheres that may exist or arise so that appropriate permit entry procedures can be developed and acceptable entry conditions stipulated for that space.

10.7.1.2 Verification testing. The atmosphere of a permit space that may contain a hazardous atmosphere should be tested for residues of all contaminants identified by evaluation testing using permit specified equipment to determine that residual concentrations at the time of testing and entry are within the range of acceptable entry conditions. Results of testing (i.e., actual concentration, etc.) should be recorded on the permit in the space provided adjacent to the stipulated acceptable entry condition.

10.7.2 The duration of fresh air ventilation prior to employee entry depends upon the size and location of the confined space. (A minimum purge time chart is included in Appendix 11). Testing shall be conducted for the entire time the space is to be occupied, if the confined atmosphere is not continually ventilated using a fresh air ventilator that forces at least 400 cubic feet per minute of air during occupancy by the authorized entrant. It is recommended that the confined atmosphere be monitored and ventilated while the authorized entrant occupies the confined space. Whenever testing the atmosphere indicates that the levels of oxygen, flammability, or toxicity are not within acceptable limits, entry shall be prohibited until appropriate controls are implemented or appropriate personal protective equipment is provided. If the source of the contaminant cannot be determined, the confined space shall not be entered, unless the authorized

entrant(s) (is) are provided with the proper personal protective equipment for a worst-case scenario.

10.7.3 Duration of testing

10.7.3.1 Measurement of values for each atmospheric parameter should be made for at least the minimum response time of the test instrument specified by the manufacturer.

10.7.3.2 Testing stratified atmospheres

10.7.3.2.1 When monitoring for entries involving a descent into atmospheres that may be stratified, the atmospheric envelope should be tested for a distance of approximately 4 feet (1.22 m) in the direction of travel and to each side. If a sampling probe is used, the entrant's rate of progress should be slowed to accommodate the sampling speed and detector response.

10.7.4 Confined Space Atmospheric Hazards

10.7.4.1 Oxygen-Deficient/Enriched Confined Space Atmospheres

10.7.4.1.1 Before employees are permitted to enter any confined space, testing shall be performed to determine the oxygen content. A properly calibrated direct reading oxygen indicator or other suitable device is needed to assess the potential hazard. Entry into a confined space not directly vented to the normal atmosphere is <u>prohibited!</u> This program does not apply to confined spaces other than those at normal atmospheric pressure. If the confined atmosphere contains less than 19.5% oxygen by volume, steps shall be taken to increase the oxygen content through fresh air ventilation or to provide appropriate supplied air respiratory protection and lifelines. Never add oxygen directly into a confined space. If the confined atmosphere contains more than 23.5% oxygen by volume, the source of excess oxygen shall be located and repaired before operations begin.

10.7.4.2 Combustible/Flammable Atmospheres (i.e., Methane, Gasoline, Propane, etc.)

10.7.4.2.1 Before employees are permitted to enter any confined space, an entry supervisor shall test the atmosphere within the space with a combustible gas detection device to determine the concentration of flammable gases or vapors. If tests indicate that the confined atmosphere contains a flammable gas or vapor in concentrations greater than 10% of the lower explosive level (LEL), no entry shall be permitted until the concentration can be reduced. If the concentration of flammable gases or

vapors is below 10% of the LEL but the material is toxic, an evaluation of the potential health hazard shall be conducted because a concentration of less than 10% of the LEL can still exceed health hazard guidelines.

10.7.4.3 Toxic Materials (i.e., Carbon Monoxide, Carbon Dioxide, Hydrogen Sulfide, etc.)

10.7.4.3.1 Before employees are permitted to enter any confined space that may have contained liquids, vapors, gases, or solids of a toxic, corrosive or irritating nature, the confined atmosphere shall be tested for the presence of such materials by an entry supervisor. Tests shall be performed using direct-reading instruments. If the atmosphere contains concentrations of toxic substances that are immediately dangerous to life or health (IDLH), steps shall be taken to reduce the concentration of airborne contaminants or provide employees with supplied-air respiratory protection, lifelines and other suitable personal protective equipment. If the concentration is above 1/2 the Threshold Limit Value or OSHA PEL or Action Level but below the IDLH, steps shall be taken to reduce the concentration and provide adequate personal protective equipment where necessary. If the concentration of contaminants cannot be accurately determined by direct- reading instruments, the concentration shall be assumed to be at the IDLH and steps shall be taken to provide appropriate supplied air respiratory protection, lifelines and other suitable personal protective equipment. If operations conducted within the space have the potential to release toxic liquids, gases or vapors, periodic testing shall be performed by the entry supervisor to evaluate the airborne concentration of those materials and the adequacy of existing controls.

10.7.5 Physical Hazards

10.7.5.1 The means of entry and exit, as well as hazards posed by the physical characteristics of the space including (but not limited to) mechanical hazards, slip falls, struck by hazards, noise, heat stress, shall be considered in the evaluation. Hazard evaluations shall be examined with respect to the scope of the hazard, magnitude of the hazard, likelihood of the hazard's occurrence, consequences of the hazard, and potential for changing conditions. Confined spaces containing asbestos shall be evaluated on an individual basis, as many existing power manholes have asbestos fireproofing tape over the conductors. This requires special training and equipment. When a physical hazard is

identified, then entry shall be prohibited until appropriate controls are implemented or appropriate personal protective equipment is provided and used.

10.8 Entry Procedures

10.8.1 In operations where the tripod or rescue winch device proves impractical directly over the confined space portal, entrants will have rope attached to the center D-ring of the back of their harness (es) that is immediately accessible to employees aside from the Attendant for non-entry retrieval.

10.8.2 When conditions warrant, employees entering the manhole shall wear a full-body harness and shall have a retrieval rope of suitable type for the space conditions attached to the D-ring of the harness.

10.8.3 The confined space shall be purged before an employee enters the manhole using a ventilator that forces no less than 400 cubic feet of air per minute.

10.8.4 The confined space shall be ventilated at all times by means of a fresh air ventilator and monitored for atmospheric hazards when employees are working in the Permit-Required Confined Space.

10.8.5 Before entry into a confined space, testing shall be conducted for confined hazardous atmospheres by an entry supervisor. Testing equipment used in the classified area shall be listed or approved for use in such areas. The confined space shall be tested for an oxygen-deficient and oxygen-enriched atmosphere, combustible and flammable gases, and toxic chemicals.

10.8.6 Continuous forced fresh air ventilation shall be used, as follows:

10.8.6.1 An employee may not enter the space until the forced fresh air ventilation has eliminated any hazardous atmosphere;

10.8.6.2 The forced air ventilation shall be so directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space; and

10.8.6.3 The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space.

10.8.6.4 The atmosphere within the space shall be periodically tested as necessary to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere.

10.8.7 If there is a possibility that the confined space atmosphere can become unacceptable while work is in progress, procedures and equipment shall be provided to allow the employee to safely exit the confined space. If a hazardous atmosphere is detected during entry or occupancy:

10.8.7.1 employee shall leave the space immediately;

10.8.7.2 The space shall be evaluated to determine how the hazardous atmosphere developed; and

10.8.7.3 Measures shall be implemented to protect employees from the hazardous atmosphere before any subsequent entry takes place.

10.8.8 When there are changes in the use or configuration of a Non-Permit Confined Space that might increase the hazards to entrants, the employer shall re-evaluate that space and, if necessary, reclassify it as a Permit-Required Confined Space.

10.8.9 Retrieval Equipment: Appropriate retrieval equipment or methods shall be used whenever a person enters a PRCS. Exception: If the retrieval equipment increases the overall risk of entry or does not contribute to the rescue, its use may be waived.

10.8.10 Fall Protection: Where a potential exists for persons or objects to fall into a confined space, warning systems or barricades shall be employed at the entrance.

10.8.11 The tripod or rescue winch device shall be set up in a safe and proper manner ensuring the protection of pedestrian/ vehicular traffic and the employees on the work site.

10.8.12 "Danger – Confined Space" signs shall be used along with the tripod or rescue winch device during work operations. Signs shall be placed in close enough proximity to the space so that they can be readily seen by all.

10.8.13 When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.

10.8.14 Electrical Equipment: Electrical equipment used in hazardous locations shall meet the appropriate requirements of Article 500 of the National Electrical Code (NFPA-70).

10.9 Confined Space Entry Procedure Flow Chart

10.9.1 (See Appendix 12).

10.10 Rescue and Emergency Services

10.10.1 The following rescue and emergency services are required as follows:

10.10.1.1 Permit Required Confined Space (PRCS)

10.10.1.1.1 Ensure that each member of the rescue service is provided with, and is properly trained to use the personal protective equipment and rescue equipment necessary for making rescues from the PRCS.

10.10.1.1.2 Each member of the rescue service shall be trained to perform the assigned rescue duties. Each member of the rescue service shall also receive the training required of authorized entrants.

10.10.1.1.3 Each member of the rescue service shall practice making permit space rescues at least once every 12 months by means of simulated rescue operations in which they remove dummies, mannequins, or actual persons from the actual permit spaces or from representative PRCS. Representative PRCS shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescues are to be performed.

10.10.1.1.4 Each member of the rescue service shall be trained in basic first aid and in cardiopulmonary resuscitation (CPR). At least one member of the rescue service holding current certification in first aid and in CPR shall be available.

10.10.1.2 When subcontractors are performing rescues in PRCS for Johnson - Davis Inc., Johnson - Davis Inc. shall:

10.10.1.2.1 Inform the rescue workers of the hazards they may confront when called on to perform rescues at the facility, and

10.10.1.2.2 Provide the rescue service with access to all permit spaces from which rescue may be necessary so that the rescue service can develop appropriate rescue plans and practice rescue operations.

10.10.1.3 To facilitate non-entry rescue, retrieval systems or methods shall be used whenever an authorized entrant enters a permit space, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. Retrieval systems shall meet the following requirements.

10.10.1.3.1 Each authorized entrant shall use a chest or full-body harness with a retrieval line attached at the center of the entrant's back, near shoulder level, or above the entrant's head.

10.10.1.3.2 The other end of the retrieval line shall be attached to a mechanical device or fixed point outside the permit space in such a manner that rescue can begin as soon as the rescuer becomes aware that rescue is necessary.

10.10.1.3.3 A mechanical device shall be available to retrieve personnel from vertical type permit spaces more than 5 feet deep.

10.10.1.3.4 If an injured entrant is exposed to a substance for which a Material Safety Data Sheet (MSDS) or other similar written information is required, the MSDS or written information shall be made immediately available to the medical facility treating the exposed entrant.

10.11 Emergency Response

10.11.1 First aid care of most injuries occurring in confined spaces can best be given after the victim has been brought out of the confined space. However, it is of vital importance that any serious bleeding be stopped immediately by the application of pressure bandages before bringing the victim out.

10.11.2 Where toxic/combustible gas or oxygen deficiency is suspected, rescuers must make the necessary tests before entering the confined space.

10.11.3 The preferred method of raising an accident victim is by using the tripod or a rescue winch device. Using this method, even a small rescuer working alone can handle a heavy victim without difficulty. The rescuer procedure using the tripod or rescue winch device is as follows:

10.11.4 In the event of an accident or illness rendering the person in the confined space unconscious, the rescuer will first call for assistance.

10.11.5 The rescuer will then winch the victim to the top of the confined space where the victim can be positioned on his/her back as the tripod or rescue winch device is tipped on the side.

10.11.6 The lanyard is then detached and the victim is dragged away from the confined space opening using the clothes drag method while supporting the head and neck of the victim. First aid care can be given when both the rescuer and victim are clear of exposures.

10.11.7 Vehicle hoists may be used for the rescue operations. However, if the vehicle must be moved for boom positioning, it is required that the tripod or rescue winch devices be used.

10.11.8 Only properly trained rescue personnel may enter a confined space to rescue a victim. UNAUTHORIZED PERSONNEL ARE NOT PERMITTED IN THE CONFINED SPACE.

10.12 Breathing Equipment

10.12.1 All rescue personnel must use self-contained breathing apparatus (SCBA) or Combination Type C Airline/SCBA breathing equipment when entering the confined space to rescue victims.

10.12.1.1 Rescue Equipment Inspection

10.12.1.1.1 All rescue equipment shall be inspected periodically by the entry supervisor and prior to start of work to ensure that it is operable.

10.13 Warning Signs and Symbols

10.13.1 The following shall be posted at the entrance to confined spaces determined to be Permit Required Confined Spaces:

10.13.1.1 All warning signs shall be printed both in English and/or in the predominant language of non-English reading workers. Where established symbols exist, they shall also be used. Workers unable to read labels and posted signs shall receive information regarding hazardous areas and shall be informed of the instructions printed on the signs. All entrances to any confined space shall be posted. Signs shall include but not necessarily be limited to the following information:

10.13.1.1.1 DANGER - CONFINED SPACE ENTRY BY PERMIT ONLY

10.13.1.2 When a specific work practice is performed or specific safety equipment is necessary, the following statement shall be added, in large letters, to the warning sign:

10.13.1.2.1 RESPIRATOR REQUIRED FOR ENTRY
LIFELINE REQUIRED FOR ENTRY
HOT WORK PERMITTED

10.13.1.2.1.1 OR

10.13.1.2.1.1.1 NO HOT WORK

10.13.1.3 Emergency procedures, including emergency phone numbers, shall be posted conspicuously within the immediate area of the confined space, or at the telephone from which help would be summoned.

10.14 Subcontractors

10.14.1 When an employer (host employer) arranges to have employees of another employer (contractor) perform work that involves permit space entry, the host employer shall:

10.14.1.1 Inform the contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements of this section;

10.14.1.2 Inform the contractor of the elements, including the hazards identified and the host employer's experience with the space, that make the space in question a permit space;

10.14.1.3 Inform the contractor of any precautions or procedures that the host employer has implemented for the protection of employees in or near permit spaces where contractor personnel will be working;

10.14.1.4 Coordinate entry operations with the contractor(s), when both host employer personnel and contractor personnel will be working in or near permit spaces, so that the employees of one employer do not endanger the employees of another employer; and

10.14.1.5 Debrief the contractor at the conclusion of the entry operations regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during entry operations.

10.14.2 In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

10.14.2.1 Obtain any available information regarding permit space hazards and entry operations from the host employer; and

10.14.2.2 Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

10.15 Isolation and Lockout/ Tagout

10.15.1 All energy sources which are potentially hazardous to confined space authorized entrants shall be secured, relieved, disconnected and/or restrained before personnel are permitted to enter the confined space. Refer to the Johnson - Davis Inc. Lock Out/Tag Out Program.

10.16 Personal Protective Equipment (PPE)

10.16.1 Head Protection

10.16.1.1 Consideration shall be given to:

10.16.1.1.1 Falling objects, both from within the confined space and also through the entryway, and

10.16.1.1.2 Structures and equipment that present hazards to the head.

10.16.2 Eye and Face Protection

10.16.2.1 Consideration shall be given to irritant dusts, vapors, mists, abrasive particles and flying objects. Safety glasses, impact goggles, chemical goggles, or face shields appropriate to the conditions in the confined space and the work to be performed shall be provided as needed.

10.16.3 Hand Protection

10.16.3.1 Consideration shall be given to mechanical protection (sharp edges, abrasions, punctures), chemical protection (acid, solvents), physical protection (heat, cold), electrical protection, and handling of slippery tools and materials.

10.16.4 Foot Protection

10.16.4.1 Consideration shall be given to physical hazards (falling objects, rolling equipment), chemical hazards (acids, solvents), slip resistance, electrical conductivity, and generation of sparks.

10.16.5 Protective Clothing

10.16.5.1 Consideration shall be given to temperature, moisture, chemical resistance, vapor permeability, flame retardance, static resistance, and likelihood of contamination of clothing with toxic materials.

10.16.6 Respiratory Protection

10.16.6.1 Respirators shall be selected and used in conjunction with an organized respiratory protection program.

10.16.7 Hearing Protection

10.16.7.1 If hearing protection is used, consideration shall be given to how it will affect communications between the personnel in the space and the attendant.

10.17 Training

10.17.1 General Requirements: Personnel responsible for supervising, planning, entering or participating in confined space entry and rescue shall be adequately trained in their duties prior to any confined space entry. Training shall include:

10.17.1.1 An explanation of the general hazards associated with confined spaces;

10.17.1.2 A discussion of specific confined space hazards associated with the facility, location or operation;

10.17.1.3 The reason for, proper use, and limitations of personal protective equipment and other safety equipment required for entry into confined spaces;

10.17.1.4 An explanation of the permit systems and other procedural requirements for conducting a confined space entry;

10.17.1.5 How to respond to emergencies;

10.17.1.6 Duties and responsibilities of members of the confined space entry team;

10.17.1.7 A description of how to recognize probable air contaminant overexposure symptoms, both in oneself and one's coworkers, and method(s) for alerting attendants.

10.17.2 Training for Atmospheric Monitoring Personnel

10.17.2.1 Training shall include the proper use of atmospheric monitoring instruments. This shall include field calibration, basic knowledge of the work being performed, the anticipated hazardous contaminants, and any process which could significantly alter original conditions inside or outside the confined space.

10.17.2.2 Training for Attendants

10.17.2.2.1 Training shall include the following:

10.17.2.2.1.1 Summoning rescue or other emergency services; and

10.17.2.2.1.2 The proper use of equipment used for communicating with entry and emergency/rescue personnel.

10.17.3 Training for Emergency Response Personnel

10.17.3.1 Training shall include:

10.17.3.1.1 The rescue plan and procedures developed for each type of confined space rescuers are anticipated to encounter;

10.17.3.1.2 Use of emergency rescue equipment;

10.17.3.1.3 First aid and cardiopulmonary resuscitation (CPR) techniques; and

10.17.3.1.4 Work location and confined space configuration to minimize response time.

10.17.4 Verification of Training

10.17.4.1 Periodic assessment of the effectiveness of employee training shall be conducted by a qualified person. Training sessions shall be repeated as often as necessary to maintain an acceptable level of personnel competence.

10.18 Documentation

10.18.1 The Safety Director shall document all training. Copies of training documents and entry permits shall be forwarded to the Corporate Safety Department.

Section 11 – Electrical Safety – General Overview

11. At Johnson – Davis, electrical work is limited to the work of shop employees in the performance of maintenance activities on existing company owned equipment and vehicles. Any electrical devices fed directly by commercial power in excess of 220 volts are to be de-energized prior to removal of shielding panels and all work shall be accomplished through the use of a licensed private electrician. The extent of exposure to electrical circuits by field personnel is very limited. Lock-out / Tag-out is the primary means of protection for employees from electricity and other forms of stored energy.

11.1 General Requirements for work on or near electrical circuits

11.1.1 Only approved or authorized personnel may apply locks or tags or other energy isolating devices to company equipment, machinery, or vehicles. All other personnel shall be trained in the purpose and application of the procedures.

11.1.2 Approved Lockout/tagout application devices shall be the only devices used for controlling energy and tagging purposes, and shall not be used for other purposes.

11.1.3 Tagout devices shall be constructed and printed so that exposure to weather, conditions or wet locations will not cause the tag to deteriorate or cause the tag message to become illegible.

11.1.4 All information required on the tag shall be properly and legibly entered.

11.1.5 If more than one person is required to lockout or tagout equipment or machinery, each person will place their own personal lockout or tagout device on the energy isolating portion of the equipment.

11.1.6 When an energy isolating device cannot accept multiple locks or tags, a multiple lockout/tagout device, such as a multi-holed hasp, will be used.

11.1.7 As an alternative to the use of a multi-holed hasp, a single lock may be used to lockout the equipment or machinery with a single key to that lock being placed in a lockout box or cabinet which allows the use of multiple locks or tags to secure that cabinet. Each employee will then use their own lock or tag to secure the box or cabinet. As each person no longer needs to maintain their lockout protection, that person will remove their lock or tag from the multiple lockout device(s) or the lockout box or cabinet, whichever is being used.

11.1.8 Shift changes shall be coordinated by the authorized employee in charge (EIC), utilizing the established lockout/ tagout procedure to insure the safe exchange of information and control of hazardous energies.

11.1.9 In the event that work cannot be completed by the end of a shift and there are no overlapping shifts or direct exchange of information between authorized employees assuming the work, employees shall follow approved established procedures to ensure the equipment/ machinery is safe and properly secured, and that all required information is documented.

11.1.10 In the event an employee leaves the facility without removing their lock from equipment or machinery on which work must continue, all efforts must be made to contact that employee to return to work and remove the lock or tag.

11.1.11 If an authorized employee who applied a lock is not available to remove it and cannot be contacted, the lock or tag may only be removed according to the following procedures;

11.1.11.1 A supervisor or authorized employee from the same work group as the employee whose lock or tag has been applied, shall be assembled at the equipment or machinery.

11.1.11.2 The supervisor will verify that the authorized employee who applied the device is not available.

11.1.11.3 The supervisor and authorized employee will evaluate the equipment or machinery in question to include the inspection of any energy control device, all affected energy sources, (e.g., hydraulic, electrical, chemical, pneumatic, thermal, hydrostatic, etc.) and any other potential hazards that may result from continuing the maintenance and/or repair, or from restarting that piece of equipment or machinery.

11.1.11.4 Make all reasonable efforts to notify the original authorized employee that their lock or tag has been removed.

11.1.11.5 Apply as necessary any new locks and/or tags to the equipment or machinery.

11.1.11.6 Document the results of this exception procedure and maintain with appropriate lockout/tagout files.

11.1.11.7 Additional procedures may be required by other work groups.

11.2 Lock-out / Tag-out Procedures

11.2.1 The authorized employee shall know the type and magnitude of energy sources that the machine or equipment utilizes and shall understand the hazards and the appropriate means to eliminate the hazard.

11.2.2 If the machine or equipment to be serviced is operating, it should be shut down using normal shut down procedures.

11.2.3 Operate the disconnect switch, line valve or other isolation devices so that the equipment is effectively isolated from its energy source(s). Always trace all lines of supply back to their source to assure that there are no added splices, connections or tees that have not been secured. Stored energy in springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam or water pressure, etc., must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc.

11.2.4 The authorized employee shall lockout and/ or tagout the energy isolating devices with assigned individual locks and/ or tags.

11.2.5 Any time a lock is used to secure an energy source, it must be accompanied by a tag identifying the person that installed it, the date and time installed, and a means by which the employee may be contacted.

11.2.6 At no time will the locking device be removed by anyone other than the person who is identified on the tag unless following specifically designed work group procedures.

11.2.7 After ensuring that no personnel are exposed, and as a check on having disconnected the proper energy sources, operate the power or other normal startup controls to make certain the equipment will not operate.

11.2.8 All operating controls should be reset to neutral or the off position after the initial test if the equipment or machinery or vehicle being serviced or repaired has stored energy that cannot be realistically removed by dissipation, bleeding down, or restraint to prevent movement.

11.2.9 The equipment or machine is now locked or tagged out-of-service and maintenance or repairs may begin.

11.3 Termination of Lock-out or Tag-out

11.3.1 After the service and/ or maintenance is complete and the equipment is ready to be tested and/ or returned to normal operation, it must be inspected for completeness of assembly.

11.3.2 The area around the machine/ equipment must be checked to ensure that exposures to hazards or risks are minimal, and that all non-essential items have been removed from the operating area.

11.3.3 All equipment guards must be in place and properly adjusted.

11.3.4 All affected employees must be notified of the intention to energize and test the machine or equipment. All non-essential personnel will move to a safe location.

11.3.5 The authorized employee(s) who applied any lock or tag shall remove all lockout/ tagout devices and operate the energy isolating devices to restore energy to the machine or equipment in the exact reverse order that they were installed.

11.3.6 Do not remove the last lock or tag until all hazards have been considered and corrected as needed.

11.4 Working Near Energized Facilities

11.4.1 At all times while working in close proximity (within 20 feet) to overhead lines, a spotter shall be designated for all equipment in operation near to such utilities.

11.4.2 At no time shall any employee of the company dig by hand or with mechanized equipment near any suspected electrical utility without proper locates.

11.4.3 At no time shall any employee attempt to move or de-energize any live conductor owned and operated by any utility company.

11.4.4 At no time shall any employee of the company attempt to repair the insulation of any cable damaged, either known to be electric or otherwise, during any work activity. All attempts to contact the facility owner shall be made, and until such time as the owner responds, the excavation shall be left open until such time as the crew ready to backfill for the day.

11.4.4.1 In the event that a damaged cable must be backfilled, adequate means shall be used to mark the location of the facility through the use of a stake or white paint so that the exact location of the damaged area can be found without difficulty.

Section 12 – Fall Protection – General Overview

12. Hazards from falls at Johnson – Davis can exist in several different dynamic workplace scenarios. Although we do not regularly work at heights above ground level, we do have numerous occasions where high work (more than 6 feet above the ground) become a part of our work during the construction of large oval and box culverts, work above water, and installations on the undersides of bridges. For this reason we must maintain a working knowledge of and regular training on fall protection standards.

12.1 Definitions

12.1.1 Anchorage means a secure point of attachment for lifelines, lanyards or deceleration devices.

12.1.2 Body belt (safety belt) means a strap with means both for securing it about the waist and for attaching it to a lanyard, lifeline, or deceleration device.

12.1.3 Body harness means straps which may be secured about the employee in a manner that will distribute the fall arrest forces over at least the thighs, pelvis, waist, chest and shoulders with means for attaching it to other components of a personal fall arrest system.

12.1.4 Buckle means any device for holding the body belt or body harness closed around the employee's body.

12.1.5 Connector means a device which is used to couple (connect) parts of the personal fall arrest system and positioning device systems together. It may be an independent component of the system, such as a carabiner, or it may be an integral component of part of the system (such as a buckle or D-ring sewn into a body belt or body harness, or a snap-hook spliced or sewn to a lanyard or self-retracting lanyard).

12.1.6 Controlled access zone (CAZ) means an area in which certain work (e.g., overhand bricklaying) may take place without the use of guardrail systems, personal fall arrest systems, or safety net systems and access to the zone is controlled.

12.1.7 Dangerous equipment means equipment (such as pickling or galvanizing tanks, degreasing units, machinery, electrical equipment, and other units) which, as a result of form or function, may be hazardous to employees who fall onto or into such equipment.

12.1.8 Deceleration device means any mechanism, such as a rope grab, rip-stitch lanyard, specially-woven lanyard, tearing or deforming lanyards, automatic self-retracting

lifelines/lanyards, etc., which serves to dissipate a substantial amount of energy during a fall arrest, or otherwise limit the energy imposed on an employee during fall arrest.

12.1.9 Deceleration distance means the additional vertical distance a falling employee travels, excluding lifeline elongation and free fall distance, before stopping, from the point at which the deceleration device begins to operate. It is measured as the distance between the location of an employee's body belt or body harness attachment point at the moment of activation (at the onset of fall arrest forces) of the deceleration device during a fall, and the location of that attachment point after the employee comes to a full stop.

12.1.10 Equivalent means alternative designs, materials, or methods to protect against a hazard which the employer can demonstrate will provide an equal or greater degree of safety for employees than the methods, materials or designs specified in the standard.

12.1.11 Failure means load refusal, breakage, or separation of component parts. Load refusal is the point where the ultimate strength is exceeded.

12.1.12 Free fall means the act of falling before a personal fall arrest system begins to apply force to arrest the fall.

12.1.13 Free fall distance means the vertical displacement of the fall arrest attachment point on the employee's body belt or body harness between onset of the fall and just before the system begins to apply force to arrest the fall. This distance excludes deceleration distance, and lifeline/lanyard elongation, but includes any deceleration device slide distance or self-retracting lifeline/lanyard extension before they operate and fall arrest forces occur.

12.1.14 Guardrail system means a barrier erected to prevent employees from falling to lower levels.

12.1.15 Hole means a gap or void 2 inches (5.1 cm) or more in its least dimension, in a floor, roof, or other walking/working surface.

12.1.16 Infeasible means that it is impossible to perform the construction work using a conventional fall protection system (i.e., guardrail system, safety net system, or personal fall arrest system) or that it is technologically impossible to use any one of these systems to provide fall protection.

12.1.17 Lanyard means a flexible line of rope, wire rope, or strap which generally has a connector at each end for connecting the body belt or body harness to a deceleration device, lifeline, or anchorage.

12.1.18 Leading edge means the edge of a floor, roof, or formwork for a floor or other walking/working surface (such as the deck) which changes location as additional floor, roof, decking, or formwork sections are placed, formed, or constructed. A leading edge is considered to be an "unprotected side and edge" during periods when it is not actively and continuously under construction.

12.1.19 Lifeline means a component consisting of a flexible line for connection to an anchorage at one end to hang vertically (vertical lifeline), or for connection to anchorages at both ends to stretch horizontally (horizontal lifeline), and which serves as a means for connecting other components of a personal fall arrest system to the anchorage.

12.1.20 Low-slope roof means a roof having a slope less than or equal to 4 in 12 (vertical to horizontal).

12.1.21 Lower levels mean those areas or surfaces to which an employee can fall. Such areas or surfaces include, but are not limited to, ground levels, floors, platforms, ramps, runways, excavations, pits, tanks, material, water, equipment, structures, or portions thereof.

12.1.22 Mechanical equipment means all motor or human propelled wheeled equipment used for roofing work, except wheelbarrows and mop carts.

12.1.23 Opening means a gap or voids 30 inches (76 cm) or more high and 18 inches (48 cm) or more wide, in a wall or partition, through which employees can fall to a lower level.

12.1.24 Overhand bricklaying and related work means the process of laying bricks and masonry units such that the surface of the wall to be jointed is on the opposite side of the wall from the mason, requiring the mason to lean over the wall to complete the work. Related work includes mason tending and electrical installation incorporated into the brick wall during the overhand bricklaying process.

12.1.25 Personal fall arrest system means a system used to arrest an employee in a fall from a working level. It consists of an anchorage, connectors, a body belt or body harness and may include a lanyard, deceleration device, lifeline, or suitable combinations of these. As of January 1, 1998, the use of a body belt for fall arrest is prohibited.

12.1.26 Positioning device system means a body belt or body harness system rigged to allow an employee to be supported on an elevated vertical surface, such as a wall, and work with both hands free while leaning.

12.1.27 Rope grab means a deceleration device which travels on a lifeline and automatically, by friction, engages the lifeline and locks so as to arrest the fall of an employee. A rope grab usually employs the principle of inertial locking, cam/level locking, or both.

12.1.28 Roof means the exterior surface on the top of a building. This does not include floors or formwork which, because a building has not been completed, temporarily becomes the top surface of a building.

12.1.29 Roofing work means the hoisting, storage, application, and removal of roofing materials and equipment, including related insulation, sheet metal, and vapor barrier work, but not including the construction of the roof deck.

12.1.30 Safety-monitoring system means a safety system in which a competent person is responsible for recognizing and warning employees of fall hazards.

12.1.31 Self-retracting lifeline/lanyard means a deceleration device containing a drum-wound line which can be slowly extracted from, or retracted onto, the drum under slight tension during normal employee movement, and which, after onset of a fall, automatically locks the drum and arrests the fall.

12.1.32 Snap hook means a connector comprised of a hook-shaped member with a normally closed keeper, or similar arrangement, which may be opened to permit the hook to receive an object and, when released, automatically closes to retain the object. Snap hooks are generally one of two types:

12.1.32.1 The locking type with a self-closing, self-locking keeper which remains closed and locked until unlocked and pressed open for connection or disconnection; or

12.1.32.2 The non-locking type with a self-closing keeper which remains closed until pressed open for connection or disconnection. As of January 1, 1998, the use of a non-locking snap hook as part of personal fall arrest systems and positioning device systems is prohibited.

12.1.33 Steep roof means a roof having a slope greater than 4 in 12 (vertical to horizontal).

12.1.34 Toe board means a low protective barrier that will prevent the fall of materials and equipment to lower levels and provide protection from falls for personnel.

12.1.35 Unprotected sides and edges mean any side or edge (except at entrances to points of access) of a walking/working surface, e.g., floor, roof, ramp, or runway where there is no wall or guardrail system at least 39 inches (1.0 m) high.

12.1.36 Walking/working surface means any surface, whether horizontal or vertical on which an employee walks or works, including, but not limited to, floors, roofs, ramps, bridges, runways, formwork and concrete reinforcing steel but not including ladders, vehicles, or trailers, on which employees must be located in order to perform their job duties.

12.1.37 Warning line system means a barrier erected on a roof to warn employees that they are approaching an unprotected roof side or edge, and which designates an area in which roofing work may take place without the use of guardrail, body belt, or safety net systems to protect employees in the area.

12.1.38 Work area means that portion of a walking/working surface where job duties are being performed.

12.2 Fall Protection Systems Criteria and Practices

12.2.1 Guardrail systems

12.2.1.1 If the employer choses to use guardrail systems to protect workers from falls, the systems must meet the following criteria;

12.2.1.2 Top rails and mid rails of guardrail systems must be at least ¼ inch nominal diameter or thickness to prevent cuts and lacerations. If wire rope is used for top rails, it must be flagged at least every 6 feet with high visibility material. Steel and plastic banding cannot be used as top rails or mid rails. Manila, plastic or other synthetic rope used for top rails or mid rails must be inspected as frequently as necessary to ensure strength and stability.

12.2.1.3 The top rail height must be between 39” – 45” high above adjacent standing level.

12.2.1.4 Screens, mid rails, mesh, intermediate vertical members, or equivalent intermediate structural members must be installed between the top edge of the guard rail system and the walking / working surface when there are no walls or parapet walls, at least 21” high.

12.2.1.5 Toe boards shall be affixed at the bottom of guard rails, be at least 3.5” high, within ¼” of the floor, and resist at least 50 pounds of downward and outward force. No opening in toe board shall be larger than 1”.

12.2.1.6 Other structural members, such as additional mid rails and architectural panels, shall be installed such that there are no openings in the guard rail system more than 19 inches.

12.2.1.7 The guard rail system shall be capable of withstanding at least 200 lbs. force both downward and outward.

12.2.1.8 Mid rails, screens, mesh, intermediate vertical members, solid panels and equivalent structural members shall be capable of withstanding a force equivalent to 150 lbs. downward and outward.

12.2.1.9 Guard rail systems shall be surfaced to protect workers from punctures or lacerations and to prevent clothing from snagging.

12.2.1.10 The ends of top rails and mid rails must not overhang terminal posts, except where such overhang does not constitute a projection hazard.

12.2.1.11 When guard rail systems are used at hoisting areas, a chain, gate, or removable guard rail section must be placed across the access opening between guard rail sections when hoisting operations are not taking place.

12.2.1.12 At holes, guard rail systems must be set up on all unprotected sides and edges. When holes are used for the passage of materials, the hole shall have not more than two sides with removable guard rail sections. When the hole is not in use it must be covered or protected with guard rails along all unprotected sides or edges.

12.2.1.13 If guard rail systems are used around holes that are used as access points (such as ladder ways), gates must be used or the point of access must be offset to prevent accidental walking into the hole.

12.2.1.14 If guard rails are used at the sides of unprotected ramps or runways, they must be erected on each unprotected side or edge.

12.3 Personal Fall Arrest Systems

12.3.1 All Personal Fall Arrest Systems (PFAS) consist of anchorage, connectors and a full body harness, and may include a deceleration device, lifeline, or suitable combinations. If a PFAS is used for fall protection, it must do the following;

12.3.1.1 Be rigged so that any employee cannot fall more than 6 feet (1.8 meters) nor contact any lower level.

12.3.1.2 Bring an employee to a complete stop and limit maximum deceleration distance an employee travels to 3.5 feet and maximum deceleration force to 1,800 lbs. or less.

12.3.1.3 Have sufficient strength to withstand twice the potential impact energy of an employee free-falling a distance of 6 feet or the free fall distance permitted by the system, whichever is less.

12.3.1.4 Use of body belts for fall arrest is prohibited.

12.3.1.5 Personal Fall Arrest Systems must be inspected prior to each use for wear damage and other deterioration. Defective components must be removed from service. All components of a PFAS must meet applicable standards such as ANSI A10.14, ANSI Z359.1, or ASTM F887.

12.3.1.6 Snap hooks shall be sized to be compatible with the member to which they will be connected, and shall be of a self-locking configuration. Use of single action snap hooks is prohibited. Snap hooks with gate openings larger than 1 “shall not be connected to D- rings on harnesses.

12.3.1.7 Unless the snap hook is designed for the following connections, it shall not be engaged;

12.3.1.8 Directly to webbing, rope or wire rope.

12.3.1.9 To another snap hook.

12.3.1.10 To a D-ring to which another snap hook or other connector is attached.

12.3.1.11 To a horizontal lifeline.

12.3.1.12 To any object incompatible in shape or dimension relative to the snap hook, thereby causing the connected object to depress the snap hook keeper and release unintentionally.

12.3.1.13 Hooks on lanyards should be of sufficient size to prevent “rollout”.

12.3.1.14 On suspended scaffolds or similar work platforms with horizontal lifelines that may become vertical lifelines, the devices used to connect to a horizontal lifeline shall be capable of locking in both directions on the lifeline.

12.3.1.15 Horizontal lifelines shall be designed, installed and used under the supervision of a qualified person, as part of a complete Personal Fall Arrest System that maintains a safety factor of at least two. Lifelines shall be protected from being cut or abraded.

12.3.1.16 Ropes and straps (webbing) used in lanyards, lifelines and strength components of body belts and body harnesses shall be made of synthetic fibers.

12.3.1.17 Anchorages shall be designed, installed and used under the supervision of a qualified person, as part of a complete personal fall arrest system.

12.3.1.18 Anchorages used to attach personal fall arrest systems shall be independent of any anchorage being used to support or suspend platforms, and must be capable of supporting at least 5,000 lbs. per person attached.

12.3.1.19 Lanyards and vertical lifelines must have a minimum breaking strength of 5,000 lbs.

12.4 Positioning Device Systems

12.4.1 These body belt or body harness systems are to be set up so that workers can free-fall no farther than 2 feet. They shall be secured to an anchorage capable of supporting at least twice the potential impact load of an employee's fall or at least 3,000 pounds, whichever is greater. Components of positioning device systems must meet the same criteria as those for personal fall arrest systems.

12.5 Safety Monitoring Systems

12.5.1 When no other alternative fall protection has been implemented, the employer shall implement a safety monitoring system. Safety monitoring systems must be planned in advance, and the plan approved by the Safety Manager prior to start of operations.

12.6 Warning Line Systems

12.6.1 These may only be used on low slope roofs. Warning line systems consist of ropes, wires or chains, and supporting stanchions. They must be set up as follows;

12.6.1.1 Flagged at not more than 6 foot intervals with high visibility material.

12.6.1.2 Rigged and supported so that line is always between 34 and 39 inches from the walking/ working surface (including sag).

12.6.1.3 Stanchions, after being rigged with warning lines, shall be capable of resisting, without tipping over, a force of at least 16 pounds applied horizontally against the stanchion, 30 inches above the walking/ working surface, perpendicular to the warning line and in the direction of the floor, roof, or platform edge.

12.6.1.4 The rope, wire, or chain shall have a minimum tensile strength of 500 pounds and after being attached to the stanchions, must support without breaking, the load applied to the stanchions as prescribed above.

12.6.1.5 The rope, wire, or chain shall be attached to each stanchion in such a way that pulling on one section of the line between stanchions will not result in slack being taken up in the adjacent section before the stanchion tips over.

12.6.1.6 Warning lines shall be erected around all sides of roof work areas. When mechanical equipment is being used, the warning line shall be erected not less than 6 feet from the roof edge parallel to the direction of mechanical equipment operation, and not less than 10 feet from the roof edge perpendicular to the direction of mechanical equipment operation.

12.6.1.7 When mechanical equipment is not being used, the warning line must be erected not less than 6 feet from the roof edge.

12.7 Covers

12.7.1 Covers located in roadways and vehicular aisles must be able to support at least twice the anticipated maximum axle load of the largest vehicle to which the cover might be subjected. All other covers must be able to support at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time. To prevent accidental displacement resulting from wind, equipment, or worker's activities, all covers must be secured. All covers shall bear the markings, "HOLE" or "COVER".

12.8 Protection from falling objects

12.8.1 When guard rail systems are used to prevent materials from falling from one level to another, any openings must be small enough to prevent passage of potential falling objects. No materials and equipment except masonry and mortar shall be stored within four feet of working edges. Excess mortar, broken or scattered masonry pieces, and all other materials and debris shall be kept clear of the working area by removal at regular intervals.

12.8.2 During roofing work, materials and equipment shall not be stored within 6 feet of a roof edge unless guard rails are erected at the edge, and materials piled, grouped, or stacked near a roof edge must be stable and self – supporting.

12.9 Canopies

12.9.1 When used as protection from falling objects, canopies must be strong enough to prevent collapse and to prevent penetration by any objects that may fall onto them.

12.10 Toe Boards

12.10.1 When toe boards are used as protection from falling objects, they must be erected along the edges of the overhead walking/ working surface for a distance sufficient to protect persons working below. Where tools, equipment or materials are piled higher than the top edge of a toe board, paneling and screening must be erected from the walking / working surface or toe board to the top of a guard rail system's top rail or mid rail, for a distance sufficient to protect employees below.

Section 13 – First Aid and Cardio-Pulmonary Resuscitation – General Overview

13. First aid must be rendered to employees who become injured on our job sites where emergency medical care response is greater than 4 minutes away. For the most part, this definition could be applied to the majority of our job site locations. In many instances, responders would have a difficult time just finding some of our sites. At least one individual per crew should be First Aid and/ or CPR trained should the need arise. Any employees who are trained in First Aid/ CPR shall also have received blood borne pathogen training. The following information is intended to act as an overall guide to first aid activities and is not designed as a self-teaching course. Specific action to be taken at the scene of an emergency cannot be pre-determined and will necessarily be modified by the situation.

13.1 Employees shall be familiar with the basic techniques for first aid so that they may provide emergency treatment to fellow employees. Personnel should be knowledgeable of the treatment for traumatic shock, means of giving artificial respiration and control of bleeding. Pre-planning for a potential emergency situation is most valuable. All employees should be aware of the medical services available and how to obtain them.

13.1.1 First aid kits are to be supplied and employees are to be familiar with the location, the contents, and the instruction(s) given with the first aid kit. Each employee shall learn to use this equipment so that he/she can render treatment when needed. Except for minor injuries, the services of a physician shall be obtained.

13.1.2 The contents of each first aid kit shall be inspected each week and expended items replaced.

13.1.3 Wounds and control of bleeding

13.1.3.1 A person can bleed to death in a very short time, less than one minute. Therefore, in the event of an injury that results in significant bleeding, immediate steps must be taken to prevent the loss of blood.

13.1.3.2 Bleeding can be controlled using the following methods;

13.1.3.2.1 Direct pressure – Application of pressure directly on the wound. Use of a sterile dressing is preferred, in an emergency, use any available dressing or the bare hand of the injured employee if necessary.

13.1.3.2.2 Indirect pressure or pressure points – Application of pressure on the arterial points in the arm or leg can be effective in slowing bleeding. Pressure points may be combined with direct pressure to restrict severe bleeding.

13.1.3.2.3 Elevation – Loss of blood can be slowed by raising the wound above the level of the heart.

13.1.3.3 Shock is present in all cases of serious bleeding. Attention must be given to the prompt treatment of shock.

13.1.4 Shock usually occurs following a severe loss of blood or some type of serious injury. It can occur from a minor injury or even from anxiety or severe stress. Regardless of the cause, the symptoms are the same and similar treatment is required.

13.1.5 Shock is easier to prevent than it is to cure. Every injured person is potentially a shock victim and should be treated as such, whether symptoms of shock are present or not.

13.1.6 Symptoms of shock are;

13.1.6.1 Chalk – like appearance

13.1.6.2 Dull or anxious expression

13.1.6.3 Shallow breathing

13.1.6.4 Weak, rapid pulse

13.1.6.5 Cold, moist skin

13.1.6.6 Disorientation

13.1.7 Recommended treatment for shock;

13.1.7.1 The patient should be kept warm and comfortable, but not hot. In many cases, the only first aid measure necessary and possible is to cover the patient underneath as well as on top to prevent loss of body heat.

13.1.7.2 Keep the patient's body horizontal or, if possible, position the patient so that their feet are at least 12 – 15 inches higher than their head. Always keep the patient's head low.

13.1.7.3 Clear the patient's mouth of all foreign bodies and make sure the patient is breathing properly.

13.1.7.4 Loosen tight clothing at the neck, the chest, and the waist.

13.1.7.5 Proper transportation practice is never more imperative than in the case of a person who may develop shock. It constitutes the single most important measure in the prevention and treatment of shock. Use an ambulance, if possible. If other means must be used, follow the above instructions as closely as possible.

13.1.8 Eye injuries

13.1.8.1 When a small foreign body, such as dust or a wood flake, is on the eye or the eye lid, moderate efforts may be made to remove it. The edge of a clean handkerchief or similar device may be used. Never use a matchstick, knife or other such instrument that might cause damage to the eye.

13.1.8.2 Objects embedded in the eye should be bandaged loosely, and the employee taken to the hospital with instruction to try to relax and move the eye as little as possible.

13.1.8.3 Chemical burns, acid or caustic require immediate irrigation of the eye with large quantities of fresh, clean water. Flushing should continue uninterrupted for no less than 30 minutes.

13.1.8.4 All eye injury cases, regardless of first aid measures taken, should be taken to a physician to be examined and treated.

13.1.9 Burns and scalds

13.1.9.1 Burns are usually the result of contact with dry heat, electricity, and chemicals; whereas scalds are usually the result of contact with very hot liquids, vapors, or steams. Electricity may cause burns either by current passing through the body or by an electric arc or flash.

13.1.9.2 Burns and scalds are classified in three – four degrees;

13.1.9.2.1 First degree = reddening of the skin

13.1.9.2.2 Second degree = the formation of blisters

13.1.9.2.3 Third or fourth degree = Deeper destruction of tissue and possibly the bone (4'th degree)

13.1.9.3 The goals in treatment of burns and scalds are to prevent infection and treat for shock, which should be done without delay.

13.1.9.3.1 Minor burns are those in which the degree and size of the burned area is such that it does not require the immediate services of a doctor. Apply approved burn ointment to a sterile dressing and place directly over the burn. Bandage in place firmly, but not too tightly.

13.1.9.3.2 Major burns are those in which the degree and size of the burned area is such that it requires the immediate service of a physician. Apply a sterile dressing to the burn and cover injured person with a blanket or other suitable material. Do not apply any

ointment or medication. Treat for shock. Do not attempt to remove charred particles or clothing from the burned area.

13.1.9.3.3 Chemical burns should be washed over immediately with large amounts of water to flush chemicals off clothing and the body. For chemicals in the eyes, follow the guidance above in 14.3.6.3. Remove contaminated clothing. Treat burned area as directed in the section above on “Burns and Scalds”. Call for assistance when necessary.

13.1.10 Heat stroke or heat exhaustion

13.1.10.1 Heat stroke is a response to heat characterized by extremely high body temperature and disturbance of the body’s cooling mechanism – perspiration. Symptoms such as headache, dizziness and vomiting sometimes precede actual collapse. If at these signs the victim is withdrawn to a cooler location, the following more severe symptoms may never occur;

13.1.10.1.1 Hot, dry skin

13.1.10.1.2 Flushed face

13.1.10.1.3 Fast, strong pulse

13.1.10.1.4 Unconsciousness in severe cases

13.1.10.1.5 High body temperature

13.1.10.1.6 Pupils enlarged, but equal in size

13.1.10.2 Treatment for heat stroke involves the following steps;

13.1.10.2.1 Move the patient to a cool, shady place

13.1.10.2.2 Elevate the head and shoulders slightly

13.1.10.2.3 Loosen or remove excess clothing

13.1.10.2.4 Apply cold pack to head

13.1.10.2.5 Cool the body by wrapping in a cool, wet sheet

13.1.10.2.6 Under no circumstances should a stimulant be given

13.1.10.2.7 Obtain medical attention

13.1.11 Heat exhaustion is a result of over-exposure to excessive amounts of heat over a prolonged period of time resulting in loss of body salts. Symptoms include headache, dizziness, nausea and vomiting preceding actual collapse. If at these signs the patient is withdrawn to a cooler location, the following, more severe symptoms may never appear;

13.1.11.1 Pale face

13.1.11.2 Cool, clammy skin, usually with perspiration around nose, mouth and forehead

13.1.11.3 Rapid, weak pulse

13.1.11.4 Temperature about normal

13.1.11.5 Muscular weakness, sometimes producing cramps in the legs, arms or abdomen.

13.1.11.6 Breathing is shallow

13.1.12 Treatment for heat exhaustion is as follows;

13.1.12.1 Remove patient to circulating cool air

13.1.12.2 Keep patient lying down, elevate feet. If conscious, give a liquid with electrolytes included

13.1.12.3 If the patient vomits, discontinue fluids

13.1.12.4 Obtain medical attention

13.2 Bites and stings

13.2.1 Animal bites, including conditions in which human teeth may break the skin, have effects similar to other common wounds, although soma animal bites may cause rabies.

13.2.1.1.1 Treatment for bites and stings is as follows;

13.2.1.1.1.1 Wash the wound and surrounding tissue with soap and water to remove saliva.

13.2.1.1.1.2 Apply an antiseptic to the wound and surrounding area.

13.2.1.1.1.3 Apply a sterile dressing directly over the wound and bandage in place.

13.2.1.1.1.4 Obtain medical attention.

13.2.2 Poisonous snake bites

13.2.3 Poisonous snake bites display symptoms such as rapid swelling, rapid pulse, nausea and vomiting, shortness of breath and severe pain.

13.2.3.1 Treatment for poisonous snake bites is as follows;

13.2.3.1.1 Keep the victim as calm as possible while keeping the injured body part lower than heart level if possible.

13.2.3.1.2 Get medical attention immediately.

13.2.3.1.3 If a suction device is available, apply to the wound for approximately 3 minutes (do not make incisions) and repeat as necessary.

13.2.3.1.4 If professional medical care is delayed, wrap an elastic bandage snugly over the bite area, extending the bandage up the limb to the torso. Immobilize the limb with a splint.

13.2.3.2 Other considerations with poisonous bites

13.2.3.2.1 If the bite is on the hand or arm, remove all jewelry from affected area, as swelling is likely to occur.

13.2.3.2.2 In cases where the snake cannot be identified easily, If the snake can be killed without risk or delay, it should be brought, with care, to the hospital for identification.

13.2.3.2.3 Do not apply ice or cold compress.

13.2.3.2.4 Do not give alcohol, aspirin, sedatives or other medications.

13.2.3.2.5 Snakebite kits should be made available when working in snake-infested or undeveloped areas.

13.2.4 Insects

13.2.4.1.1 There are a variety of insects that have biting or stinging mouth parts which may inject toxins into the skin when biting. These conditions are usually of minor medical importance, causing temporary pain, irritation, minor swelling and general discomfort. Infection may develop if the wound is not properly cared for. Treatment for insect stings is as follows;

13.2.4.1.1.1 If stinger remains in wound – remove it.

13.2.4.1.1.2 Swab affected parts of the skin with medicated insect swab and gently rub into the skin, or apply antiseptic to the wound.

13.2.4.1.1.3 Do not scratch the wound

13.2.4.1.1.4 Cover the wound with a Band-Aid.

13.2.4.1.1.5 Employees known to be particularly allergic to any insect venom should be seen by a physician without delay.

13.2.5 Transportation

13.2.5.1 Serious injury

13.2.5.1.1 The improper handling of an injured person may cause additional injury or the complication of an existing injury. A person with serious injuries should be moved only if in danger of being further injured. The necessary first aid treatment should

be rendered to the injured person at the scene. Of the accident until help is summoned. If help is delayed, transport by best method available.

13.2.5.1.2 Seriously injured persons should be moved on a stretcher or in a lying down position. All persons with fractures should be handled very carefully to avoid further injury. Fractures to the skull, neck, chest, spine, or other extremities require special care; request the services of a physician or emergency medical technician at the scene of the accident if available.

13.2.5.2 Poison ivy prevention

13.2.5.2.1 If working in areas where poison ivy may be found, shirts with full length sleeves should be worn, with sleeves rolled down and buttoned. Trouser cuffs should be fastened around the ankles. All exposed areas of the skin should have a film of approved protective ointment applied as a preventative measure.

13.2.5.2.2 An oral preventative is available and recommended for use by those working in areas where they can contact poison ivy. It should not be used for the treatment of poison ivy irritation. Also, it should not be taken while the skin is irritated due to poison ivy. To be effective, it must be taken in advance of exposure in accordance with instructions of the manufacturer.

13.2.5.2.3 Avoid breathing or contacting smoke of burning brush that may contain poison ivy.

13.2.5.2.4 Immediately after exposure, remove the contaminated clothing and wash the affected areas thoroughly with soap and water, and apply medicated ointment. Care should be used in cleaning contaminated clothing to avoid re-infection.

13.2.5.2.5 Symptoms are most common within 12 – 24 hours after contact, although they may appear within a few hours to several days after contact. Symptoms include;

13.2.5.2.5.1 Red rash, inflammation and swelling

13.2.5.2.5.2 Appearance of blisters

13.2.5.2.5.3 Breaking of the blisters and excretion of fluid

13.2.5.3 Treatment

13.2.5.3.1 Wash affected skin area with soap and water

13.2.5.3.2 Apply approved medicated ointment to area to reduce discomfort

13.2.5.3.3 Avoid scratching affected area

13.2.5.3.4 In severe cases, obtain medical attention

13.3 Cardiopulmonary Resuscitation – The information given in this section is not intended for instructional purposes and does not constitute training in lieu of certification in the subject matter. CPR should only be given by persons who are properly trained and qualified. The following is a reminder to those persons of the points to be followed. If not administered properly, external chest compressions may result in other serious injuries. When a person stops breathing, quick actions are needed, as death will soon follow. Start at once to give artificial respiration. First remove any foreign matter from the mouth, and then maintain an open airway by tilting the head slightly backward, and lifting the jaw upward. The most effective method of artificial respiration is mouth – to – mouth or mouth – to – nose.

13.3.1 Mouth – to mouth method

13.3.1.1 Place victim on his/her back. Open airway by tilting the head back maintaining this position with one hand on the forehead. Use the other hand to lift the chin. This position must be maintained throughout the resuscitation period to prevent the tongue muscles from relaxing and allowing the tongue to block the airway. Pinch the victim's nose closed with the thumb and forefinger.

13.3.2 Mouth – to – nose method

13.3.2.1 To perform this method, keep the patient's head tilted back with one hand on the forehead. Use the other hand to lift the chin and close the mouth. Take a deep breath, seal your lips around the patient's nose, and blow into the nostrils. Remove your mouth so that the patient may exhale. It may be necessary to open the patient's mouth so that they may exhale.

13.3.3 External chest compressions

13.3.3.1 The information given in this section is not intended as an instruction for the administration of external chest compressions. Such treatment should be given only by those persons who are properly trained and qualified. The following is a reminder to those persons of the points to be followed. If not administered properly, external chest compressions may result in other serious injuries. NOTE – Chest compressions should be performed only when the victim has no pulse.

13.3.3.2 Chest compressions are ideally accompanied by rescue breathing. If, upon evaluation of the situation, the rescuer decides NOT to perform rescue breathing combined with chest compressions, rescue breathing may be omitted

if there is no alternative choice available for artificial respiration. International consensus has been reached that chest compressions alone are more beneficial than no action at all. The following is the combined breathing and compression procedure;

13.3.3.3 Place the victim on their back on a firm surface.

13.3.3.4 Perform the head – tilt, chin – lift maneuver described earlier, checking the airway for obstructions.

13.3.3.5 Give two recue breaths of sufficient force to visually see a rise and fall of the chest, with no more than two seconds between the two breaths.

13.3.3.6 Place the heel of one hand on the lower half of the sternum, then place the other hand on top of the first.

13.3.3.7 Press downward, applying force until the breastbone moves 1 ½ - 2 inches.

13.3.3.8 Lift hands and allow chest to return to normal.

13.3.3.9 Give thirty (30) compressions at a rate of 100/minute, then two more rescue breaths. The cycle of compressions AND two breaths should take approximately 20 seconds to complete.

13.3.3.10 Perform this procedure for four (4) cycles, the check the victim for a pulse.

13.3.3.11 Continue giving chest compressions until emergency personnel arrive, or the victim regains a pulse and respiration on their own. Use an Automated External Defibrillator (AED) if one is available. Turn on the AED and follow the verbal and visual instructions from the device WITHOUT deviation.

Section – 14 – Blood Borne Pathogens – General Overview

14. This program is to be used by all areas of Johnson - Davis and applies to all employees who are expected to provide emergency medical attention and are trained in First Aid/CPR. It will inform employees of:
    - The OSHA regulations as they pertain to blood borne pathogens;
    - How disease transmission occurs;
    - Diseases of great concern;
    - Precautions to prevent disease transmission; and
    - Actions to take in the event of an exposure.

14.1 Exposure Control Plan.

14.1.1 Each employer having an employee(s) with occupational exposure shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure. A copy of this plan may be reviewed by employees. It is located at the corporate and satellite offices. We encourage all suggestions to improve this plan because we are committed to the success of our written Exposure Control Plan. We strive for clear understanding, safe behavior, and involvement from every level of the company.

14.2 Definitions

14.2.1 Blood Borne Pathogens - means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B Virus (HBV) and Human Immunodeficiency virus (HIV).

14.2.2 Contaminated - means the presence or reasonable anticipated presence of blood or other potentially-infectious materials on an item or surface.

14.2.3 Contaminated Sharps - means any contaminated object that can penetrate the skin including, but not limited to, needles and broken glass.

14.2.4 Decontamination - means the use of physical or chemical means to remove, inactivate, or destroy blood borne pathogens on a surface or items to the point where they are no longer capable of transmitting infectious particles, and the surface is rendered safe for handling, use, or disposal.

14.2.5 Engineering Controls - means methods (e.g., sharps disposal containers) that isolate or remove the blood borne pathogens from the workplace.

14.2.6 Occupational Exposure - means reasonable-anticipated skin, eye, mucous membrane, or parental contact with blood or other potentially-infectious materials that may result

from the performance of the duties of nurses, first aid attendants, and emergency responders.

14.2.7 Other Potentially-Infectious Materials – means

14.2.7.1 The following human fluid: semen, vaginal secretions, cerebrospinal fluid (CSF), synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, and body fluid that is visibly contaminated with blood and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

14.2.7.2 Any unfixed tissue or organ (other than intact skin) from humans (living or dead).

14.2.8 Personal Protective Equipment (PPE) - is specialized clothing or equipment worn by an employee for protection against a hazard. General clothes (e.g., uniforms, pants, shirts, blouses) not intended to function as protections against a hazard are not considered to be personal protective equipment.

14.2.9 Regulated Waste - means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially-infectious materials in a liquid or semi-liquid state if compressed; items caked with dried blood or other potentially-infectious materials and are capable of releasing these materials during handling and contaminated sharps.

14.2.10 Universal Precautions - is an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, or other blood borne pathogens.

14.2.11 Work Practice Controls - means controls that reduce the likelihood of exposure by altering the manner in which a task is performed.

14.3 Responsibilities

14.3.1 Corporate

14.3.1.1 It is the responsibility of the Corporate Safety Director to:

- Advise management of the requirements of this program;
- Provide an interpretation of the regulations;
- Monitor federal regulations and provide updates as they are revised; and
- Facilitate and assist with training presentations as needed.
- Determine who needs training;
- Arrange for and provide the training and the necessary supplies; and

• Document all training and ensure selected Regional office(s) is depository of all training records.

14.3.2 Superintendents

14.3.2.1 It is the responsibility of the Superintendent to:

• Be trained in the provisions of this program;

• Provide employee awareness training and information; and

• Ensure that employees comply with this program;

14.3.3 Employee

14.3.3.1 It is the responsibility of the employee to:

• Be trained in the provisions of this program;

• Follow the procedures set forth; and

• Report exposures to your supervisor immediately.

14.4 Exposure determination

14.4.1 We have determined which employees may incur occupational exposure to blood or potentially contaminated material. The exposure determination is made without regard to the use of personal protective equipment (i.e., employees are considered to be exposed even if they wear personal protective equipment). All employees trained in First Aid/CPR and who are expected to provide emergency medical attention to employees injured on the job, or to assist until EMS personnel arrive.

14.5 Procedures

14.5.1 Contaminated Equipment

14.5.1.1 Johnson – Davis requires that equipment which has become contaminated with blood or potentially contaminated material must be decontaminated before servicing or shipping as necessary unless the decontamination of the equipment is not feasible. Our procedures for equipment decontamination are as follows:

14.5.1.1.1 Place all disposable items that are contaminated in labeled containers;

14.5.1.1.2 Wash non disposable items thoroughly with a solution of common household chlorine bleach and water. Approximately ¼ cup of bleach per gallon of water. Surfaces, such as floors, woodwork, seats, and countertops, must be cleaned of any visible soil before using a bleach solution.

14.5.2 Personal Protective Equipment

14.5.2.1 All personal protective equipment (PPE) used is provided without cost to employees. PPE is chosen based on the anticipated exposure to blood or potentially contaminated material. The protective equipment is considered appropriate only if it does not permit blood or potentially contaminated material to pass through or reach the employee's skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used. Employees must remove all garments which are penetrated by blood immediately or as soon as possible. They must remove all PPE before leaving the work area. When PPE is removed, employees place it in a designated container for disposal or decontamination.

14.5.3 Gloves

14.5.3.1 Employees must wear gloves when they anticipate hand contact with blood, potentially contaminated material, non-intact skin, and mucous membranes; when performing vascular access procedures, and when handling or touching contaminated items or surfaces. Disposable gloves used are not to be washed or decontaminated for re-use and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their availability to function as a barrier is compromised.

14.5.4 Eye and face shields

14.5.4.1 Employees must wear a minimum of safety glasses for protection of the eyes and face from potentially infectious materials.

14.5.5 Engineering and work practice controls

14.5.5.1 Engineering and work practice controls shall be used to eliminate or minimize exposure to employees. Where occupational exposure remains after institution of these controls, employees are required to wear personal protective equipment. The following practices shall be used:

14.5.5.1.1 Universal precaution techniques developed by the Centers for Disease Control and Prevention (CDC) shall be observed to prevent contact with blood or potentially contaminated material. All blood or potentially contaminated material will be considered infectious regardless of the perceived status of the source individual.

14.5.5.1.2 An exposure incident shall be reported to the Safety Director, Human Resources Director or immediate Supervisor no later than the end of the work day, including weekends.

14.5.5.1.3 Personal protective equipment, (i.e. latex gloves, resuscitation bags or masks, etc.) shall be provided with each first aid kit. The latex gloves shall be worn when any potential exposure incident occurs. The pocket breathing masks shall be used should an employee be required to perform CPR. An approved infectious waste container (bag) should be included with the kit. Send all possible infectious waste to the hospital with the injured employee.

14.5.5.1.4 All garments penetrated by blood are to be removed immediately, or as soon as feasible. Send all possible infectious waste to the hospital with the injured employee.

14.5.5.1.5 All infectious materials (i.e., soaked bandages, clothing, etc.) shall be placed in the supplied bags or some other type of leak proof container and labeled properly.

14.5.5.1.6 Eye protection shall be worn by employees when providing first aid to a bleeding victim.

14.5.5.1.7 Employees shall wash their hands and any other exposed area of skin with soap and water following emergency medical treatment. Mucous membranes shall be flushed with water immediately, or as soon as possible, following contact of such body areas with blood, body fluid or other potentially infectious materials. If hand washing facilities are not readily available, either an antiseptic cleanser and paper towels or antiseptic towelettes shall be provided.

14.5.5.1.8 Clean and disinfect all equipment and work surfaces potentially contaminated with blood or other potentially contaminated material. Note: Use a solution of ¼ cup chlorine bleach per gallon of water.

14.5.5.1.9 Employees shall not eat, drink, smoke, apply cosmetics, or handle contact lenses, and so on in areas where exposure to infectious materials may occur. The above controls are to be examined and maintained on a regular schedule.

14.6 Post exposure procedures

14.6.1 Johnson – Davis Inc. shall make available the Hepatitis B vaccine series to all employees who have had an exposure incident. Should the employee elect to take the vaccine and

the vaccination series, the initial vaccination should begin within twenty-four (24) hours of the time of the exposure, including weekends.

14.6.2 A post-exposure evaluation and follow-up shall be made available to all employees who have had an exposure incident. The Exposure Report and Contact Confirmation forms at the end of this section shall be completed.

14.6.3 All medical evaluations and procedures, including the Hepatitis B vaccine and vaccination series and post-exposure evaluation and follow-up, including prophylaxis, area available at no cost to the employee. These shall be performed by a licensed healthcare professional and shall follow the guidelines and recommendations that are in effect at the time of the exposure incident.

14.7 Post – exposure evaluations - Following the report of an exposure incident, Johnson – Davis shall make immediately available to the exposed employee a confidential medical evaluation and follow-up. This should include no less than the following:

14.7.1 The circumstances under which the exposure incident occurred.

14.7.2 Identification and documentation of the source individual's blood test unless prohibited by state or local law.

14.7.3 The results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations, if any, concerning disclosure of the identity and infectious status of the source individual.

14.7.4 Exposed employees will be offered the option of having blood collected for testing of their HBV serological status. However, blood samples will be preserved for up to 90 days to allow the employee to decide if the blood should be tested for HIV status. If the employee decides prior to that time that HIV testing will or will not be conducted, then the appropriate action shall be taken by the healthcare providers and the blood sample discarded.

14.7.5 The employee will be offered post-exposure prophylaxis in accordance with the current recommendation of the US Public Health Service. If the healthcare provider is unfamiliar with current recommendations, the Safety Director will contact the Occupational Health Consultant with the Johnson - Davis Insurance Carrier to obtain a copy of the most recent recommendations and provide these to the physician.

14.7.6 The employee will be given appropriate counseling concerning precautions to take during the period after the exposure incident. Employees will also be given information

on what potential illnesses and their related symptoms to be alert for and to report any related experience to appropriate personnel.

14.7.7 A written opinion shall be obtained from the healthcare professional that evaluates employees and submitted to the employee within 15 days.

14.7.8 Written opinion will be obtained in the following instances:

14.7.8.1 – When the employee is sent to obtain the Hepatitis B vaccine.

14.7.8.2 – Whenever the employee is sent to the healthcare professional following an exposure incident.

14.7.9 The healthcare professional shall be instructed to limit their opinions to:

14.7.9.1 – Whether the Hepatitis B vaccine is indicated, and if the employee has received the vaccine or for evaluation following an incident

14.7.9.2 – That the employee has been informed of the results of the evaluation

14.7.9.3 – That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials.

14.8 Labels and signs

14.8.1 Biohazard labels are affixed to containers of regulated waste, refrigerators and freezers containing blood or potentially infected material, and other containers used to store, transport or ship blood or potentially infected material. The universal biohazard symbol is used. The label is fluorescent orange or orange-red. Red bags or containers may be substituted for labels. Labels required by this section shall include the following legend:

14.9 Housekeeping

14.9.1 Employees shall ensure that good housekeeping is maintained at the worksite. Following an exposure incident, all appropriate equipment and working surfaces shall be

cleaned and decontaminated with a suitable disinfectant. The disinfecting agent or applicator from the kit may be disposed of as normal waste.

14.9.2 All broken glassware or sharp metal which may be contaminated shall not be picked up directly with the hands. A brush and dust pan, tongs or forceps or similar available tools shall be used to clean up such items.

14.9.3 All contaminated items including clothing shall be placed in an approved infectious waste container that is easily accessible to all employees. All such containers shall be marked with the standard biohazard legends.

14.10 Training and information

14.10.1 Johnson - Davis shall ensure that all employees with occupational exposure participate in a training program. Training shall be provided as follows:

14.10.1.1 At the time of initial assignment to tasks where occupational exposure may take place;

14.10.1.2 At least annually thereafter; and

14.10.1.3 Annual training for all employees shall be provided within one year of their previous training.

14.10.1.4 All employees who are expected to provide emergency medical attention and who are trained in First Aid/CPR shall receive training on blood borne pathogens.

14.10.1.5 This training shall be updated as required by the certifying agency (i.e. American Red Cross, etc.). Content of training shall be in accordance with the certifying agency's outlined training requirements.

14.11 Documentation

14.11.1 The Safety Director and/or Human Resources Director shall document all training and medical evaluations.

14.11.2 Records of training shall contain the following:

a) Dates of training

b) The specific contents of the training syllabus

c) Name and qualification of person conducting training

d) Names and job sites of all persons attending training sessions

e) Training records shall be maintained for three (3) years from the date on which the training occurred.

14.5.9.3 Employee records must be made available to the employee, company, or governmental agency for review upon request. These files shall be maintained for 30 years beyond the employees last day of service.

BLOOD BORNE PATHOGEN EXPOSURE REPORT

JOHNSON-DAVIS INC.

This report is required by OSHA 29 CFR 1910.1030 Standard

Region _____ Report filed by: _____

Title: _____

Date of Report: _____ /_____ /_____ Date of Accident: _____/_____ /_____

Description of Accident:

_____

_____

_____

_____

_____

Victim of Accident: _____

Employee of JD? Yes _____ No _____ If yes, employee number: _____

Age _____ Sex _____ Home Telephone Number ( ) _____ - _____

Home Address:

_____

_____

First Aid Provider(s): _____

Employee of JD? Yes_____ No_____ (USE BACK OF SHEET FOR ADITIONAL PERSONNEL)

If no, name of employer: _____

Address: _____

Did an exposure to blood or other potentially infectious materials occur? Yes _____ No _____

Was First Aid Provider(s) offered Hepatitis B vaccination series? Yes _____ No _____

Did First Aid Provider(s) take Hepatitis B vaccination series? Yes _____ No _____

Doctor Administering Hepatitis B vaccination:

Name: _____

Practice name: _____

Address: _____

Phone: ( ) _____ - _____

Beginning date of vaccination: _____/_____/_____

End date of vaccination series: _____/ _____/_____

BLOOD BORNE PATHOGEN CONTACT CONFIRMATION

JOHNSON-DAVIS INC.

On _____ /_____ /_____, I administered First Aid to _____ and in doing so came into contact with blood or other potentially infectious materials. I notified my employer of the exposure on _____/_____ /_____.

If vaccinations are administered, please complete.

My employer offered the Hepatitis vaccination series to me on _____ /_____ /_____.

I began the vaccination series on _____ /_____ /_____.

If vaccinations are refused by employee, please complete.

I, _____, understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name: _____

Witness: _____

JD Representative: _____

Title: _____

Reviewed By: _____

Title: _____

Dated: _____

15. Any responsible company realizes that safety dangers exist not just on temporary construction work sites or in recognized high hazard work scenarios, but also in offices, at employee work stations, shop and yard areas, in temporary storage areas and even in conference and break rooms. Although the potential for more severe injury may be lower in these areas, the cost of injuries associated with musculoskeletal and repetitive motion disorders can be tremendous.

15.1 General office safe work practices

15.1.1 All office areas and any temporary job site trailers must have a current OSHA poster posted in a conspicuous place.

15.1.2 All spills of any kind must be cleaned up immediately.

15.1.3 Mark floors with "WET FLOOR" signs or with appropriate warning tape or monitoring personnel until the area is dry and safe to traverse. Leave a dry area for foot traffic if possible.

15.1.4 Keep power, phone, data, and coaxial cords clear of doorways and other areas where they present a tripping hazard or can be pinched by the opening and closing of doors.

15.1.5 Safeguard tripping hazards, then mark/identify them and report them to the appropriate party for repair.

15.1.6 Close drawers to desks and file cabinets when not in use. To prevent tipping of file cabinets, do not open more than one drawer at a time.

15.1.7 Wherever possible, store large, heavy objects on lower shelves and smaller, lighter objects on higher shelves. When items are stored on top shelves, position or secure them so they cannot fall.

15.1.8 Keep all chair legs on floor while seated.

15.1.9 Do not run in hallways or up and down stairs. Use handrails where provided.

15.1.10 Use UL/FM approved electric appliances.

15.1.11 Never use electrical equipment while hands are wet.

15.1.12 Keep combustibles to a minimum.

15.1.13 When moving heavy or bulky items, remove contents, use correct lifting techniques, and get assistance.

15.1.14 At the end of each shift, shut off and/or unplug small appliances (e.g., coffee makers, toaster ovens, space heaters).

15.1.15 Tag or remove from service all malfunctioning or faulty electrical equipment.

15.1.16 Do not use more plugs than an outlet is designed for. If additional outlets are needed, use only power strips equipped with a fuse or circuit breaker protection.

15.1.17 Do not stand on chairs, desks, or tables.

15.1.18 Be familiar with, and operate all office equipment according to manufacturer recommendations, and ensure all safety devices are in place and operational.

15.1.19 Do not use paper cutters unless the guard is in place; do not leave the blade in the raised position.

15.1.20 Do not tamper with or ignore guards on office machinery.

15.1.21 Before attempting to repair office equipment, remove rings, bracelets, necklaces, neckties, etc., that could become entangled in moving/rotating machine parts.

15.1.22 Before repairing office equipment, de-energize it as appropriate.

15.1.23 Before moving office furniture, remove the contents.

15.1.24 In office areas, do not use portable electric heaters unless specifically approved by management. If portable electric heaters are used, they must be attended while in use, and turned off after normal working hours.

15.1.25 When sitting in office chairs, do not prop feet up on desk or table to avoid causing the chair to flip over.

15.2 Work stations

15.2.1 Ensure correct working height of chair, desk, keyboard and monitor.

15.2.1.1 Chair height adequate to allow forearms to be slightly less than parallel while at rest.

15.2.1.2 Desk height high enough to allow legs to pass under table height, but not so high as to avoid upward reaching at chair height maximum.

15.2.1.3 Keyboard height parallel with, or slightly below forearm height.

15.2.1.4 Monitor center height should be parallel with, or slightly below eye level – 18” to 24” from face.

15.2.2 Sit in an upright position using good posture.

15.2.3 Adjust monitor and copy stand side by side and at a comfortable angle and height.

15.2.4 Set angle of monitor and copy stand to reduce glare.

15.2.5 Avoid bending wrists forward and backward while typing.

15.2.6 When using a video display terminal, blink eyes frequently to avoid eye dryness.

15.2.7 To prevent eye fatigue, momentarily focus eyes on a distant object.

15.2.8 When using a video display terminal for prolonged periods, frequently stretch and move head, neck, shoulders and arms to prevent buildup of muscle tension.

15.2.9 Ensure chairs are easily and fully adjusted, and allow the body to shift position to the greatest extent possible. Use footrests when adjustments to the chair height do not relieve pressure under the thigh.

15.2.10 When continuously and simultaneously using the telephone and video display terminal, use telephone headrest, headset, or speakerphone to prevent injury.

15.2.11 Organize work areas to avoid stretching/twisting to reach items.

15.3 Shop/yard safe work practices

15.3.1 No one will be allowed in the shop area without wearing proper PPE.

15.3.2 Only sturdy work shoes are to be worn inside and outside of shop and yard areas.

15.3.3 No shorts, sleeveless or cutoff tee shirts are to be worn while at work – ever.

15.3.4 Hard hats will be worn at all times while in outside yard areas.

15.3.5 Bump caps are required inside shop buildings wherever employees are exposed to constant risk of head impact on tools, building structures, under vehicle lifts or suspended parts as a part of their normal work.

15.3.6 Forklift operators are to wear hard hats/ bump caps at all times, especially when hooking up loads.

15.3.7 Anyone in the immediate vicinity of metal hammering, cutting or grinding must wear safety glasses and hearing protection.

15.3.8 Employees engaged in metal hammering, cutting or grinding must wear safety goggles and hearing protection.

15.3.9 Any employee cutting with, or observing in close proximity to acetylene torches or plasma cutting tools must wear regular cutting goggles. No regular safety glasses or sunglasses are permitted.

15.3.10 Leather cap sleeves must be worn on the arms and chest of any employee engaged in overhead welding or cutting.

15.3.11 Employees testing a cutoff saw must use either goggles or a combination of full face shield and regular safety glasses as a minimum of eye protection.

15.3.12 Employees USING a cutoff saw on any material must wear a combination of safety glasses or goggles and full face shield.

15.3.13 Employees handling chemicals such as chlorine, degreasers or parts washers must wear chemical rubber gloves and a minimum of safety glasses for eye protection.

15.3.14 The use of pressure washers for any reason requires the use of safety glasses.

15.3.15 While spray painting, employees must use approved paint respirator, head sock, paint suit and tear off style lens safety goggles.

15.3.16 All flammable materials, chemicals and/or fuels must be kept out of welding, cutting and grinding areas.

15.3.17 Any object that weighs in excess of 50 pounds requires that two employees perform the lift, OR obtain lifting equipment (forklift or equivalent) to handle the load.

15.3.18 Forklifts may only be operated by employees who have had formal training in forklift operations (Powered Industrial Trucks). This training is a certificate program with three year expiration.

15.3.19 All equipment that has a seat and a seat belt ABSOLUTELY requires the use of the equipment seat belt.

15.3.20 No one may ride on any equipment except the operator where a seat and seat belt are in place. NO EXCEPTIONS. If there is no seat and seat belt designed for you, you may not ride.

15.3.21 Compressed air hoses MAY NOT be used to clean yourself off.

15.3.22 All air hose pressure will be relieved prior to removing hose attachments.

15.3.23 Any Chicago style air hose couplings require that a safety pin or “clip” be inserted in the coupling to prevent accidental disengagement of the two fittings.

15.3.24 ALL FOREMEN, SUPERINTENDENTS, MANAGERS AND VISITORS MUST ADHERE TO THE ABOVE RULES.

15.4 Storage

15.4.1 Flammable storage

15.4.1.1 Storage cabinets containing flammable materials must be distinctly labeled “Flammable – Keep Fire Away”, and must meet National Fire Protection Association (NFPA) test requirements. Cabinets shall be kept closed when not in use.

15.4.2 Inside storage – Post flammable storage areas prominently as “No Smoking” areas. Openings to other rooms or buildings must be provided with non-combustible, liquid tight, raised sills or ramps at least 4” in height.

15.4.2.1 Ventilation which provides for a complete change of air within a room at least 6 times per hour is required for inside storage rooms.

15.4.3 Outside storage – Driveways between and around open area storage for combustible materials must be at least 15 feet wide.

15.4.3.1 No combustible materials can be stored outdoors within 10 feet of a building or structure.

15.4.3.2 Combustible materials must be stacked in stable piles no more than 20 feet high.

15.4.3.3 Outdoor storage of containers (less than 60 gallons) should not exceed 1,100 gallons in any one pile or area.

15.4.3.4 Stacks or piles of combustible/flammable materials must be separated by at least five feet and not be nearer than 20 feet to a building.

15.4.3.5 A storage area for combustible/flammable liquids must be graded or diked in a manner to divert spills away from buildings or other structures. Such areas must be free of weeds, debris, and other combustible materials not necessary for proper storage.

15.4.3.6 Smoking is prohibited in outside storage areas for combustible/flammable and other hazardous materials.

15.4.4 Liquid Propane Storage

15.4.4.1 “No Smoking” signs must be displayed prominently on LP storage tanks.

15.4.4.2 Turn off the units to be fueled during filling operations.

15.4.4.3 Provide proper guarding to protect LP tanks from vehicular damage.

15.4.4.4 Electrical connections including pumps and switches should be vapor and explosion proof.

15.4.4.5 Approved fire extinguishers should be mounted near tanks.

15.4.4.6 LP tanks shall not be stored indoors.

15.5 Temporary facilities

15.5.1 Trailers and other temporary structures used as field offices, to house personnel, or for storage shall be anchored with rods and cables or by steel straps to ground anchors. The anchor system shall be designed to withstand winds and must meet applicable state or local standards for anchoring mobile trailer homes.

15.5.2 Temporary project fencing shall be provided on all projects located in active areas of use by members of the public. Consideration will also be given to those areas proximate to family housing areas and/or school facilities.

15.5.3 Signs warning of the presence of construction hazards and requiring unauthorized persons to keep out of the construction area shall be posted on the fencing.

15.5.4 When sanitary sewers are not available, one of the following facilities, unless prohibited by local codes, shall be provided: chemical toilets, recirculating toilets, combustion toilets, or other toilet systems as approved by state/local governments.

15.5.5 Solid and liquid waste shall be removed in a way that avoids creating a menace to health and as often as necessary to maintain a sanitary environment. When any hazardous substance is procured, used, stored, or disposed, Safety Data Sheets (SDS') shall be available at the work site.

15.5.6 Portable toilet facilities shall be made available in the type and quantities listed in the table below;

Number of Employees	**Minimum Facilities (per sex)**
20 or less	One
21 – 199	One toilet seat and one urinal for every 40 workers
200 or more	One toilet seat and one urinal for every 50 workers

15.6 Classrooms and conference rooms

15.6.1 All classrooms and conference rooms are to be inspected by management at least once per calendar quarter for the following items;

15.6.1.1 First aid kit available, stocked and accessible in 2 minutes.

15.6.1.2 Fire extinguisher(s) are charged and inspected.

15.6.1.3 OSHA poster is accessible for review by employees.

15.6.1.4 Drinking water is available.

15.6.1.5 Toilet facilities are available and inspected for cleanliness.

15.6.1.6 Classroom area has proper lighting and is ADA compliant.

15.6.1.7 Housekeeping: Floors clear, trash collected, room clear of clutter, spills cleaned.

15.6.1.8 Secured areas are available for books and training materials.

15.6.1.9 Emergency exits – Diagram posted/route established, marked and covered by emergency lighting.

15.6.1.10 Emergency numbers are posted and known by employees and participants.

15.6.1.11 Egress route is unobstructed; doors are not blocked or locked.

15.6.1.12 Egress route is discussed with clients and employees; assembly point is identified.

15.6.1.13 Stairways are unobstructed and in good condition. Railing is secured.

15.6.1.14 Furniture is in good condition and all wheels are in place, chairs are in good condition, legs are not broken or loose.

15.6.1.15 Extension cords are Underwriter's Laboratory listed, in good condition (free of nicks and cuts, ground prong firmly in place) and not posing a tripping hazard or lying in water.

15.6.1.16 Electrical outlets are not overloaded or plugged into each other.

15.6.1.17 Proper hand tools are available.

15.6.1.18 Ground Fault Circuit Interrupter (GFCI) is in use at proper locations (i.e. bathrooms, kitchens, and outdoors).

15.6.1.19 Appropriate ladders or portable stands are available for access to elevated items.

15.6.1.20 Voice communication system (phone, cell) is available and operational.

15.6.1.21 Accident notification – (Vehicle Visor Card) is posted in the classroom and nearest medical provider for non-emergency care is listed.

Section 16 – Environmental Considerations and Guidelines – General Overview

16. In addition to the protection of company employees and property, protection of the environment is a major consideration in the planning of all activities. Employee health and that of the general public as well as fish, game, wildlife and our ecosystem could suffer terribly from even a small spill of a regulated quantity of petroleum byproduct material. Johnson – Davis will, as a matter of policy and stewardship of the environment, follow all local, state and federal environmental laws in regard to the handling, disposal and reporting requirements associated with hazardous materials. In our work, the major components of concern are diesel fuel and gasoline.

16.1 Immediate action to be taken if a spill should occur

16.1.1 Do not panic

16.1.2 USE WHATEVER MEANS POSSIBLE to stop the spillage of product and immediately contain the spill.

16.1.3 Attempt to make the most accurate determination of the spill quantity possible. Do not guess; rather investigate as thoroughly as possible to obtain the most accurate estimate possible.

16.1.4 Once this is under control, notify the Johnson – Davis Safety Director immediately at 561-718-5770.

16.2 Florida State environmental law

16.2.1 State law in regard to petroleum products (diesel, gasoline, motor oil, kerosene, jet fuel, hydraulic oil, etc.) requires that any spill *on a pervious surface* in excess of 25 gallons be reported to the appropriate state and federal agencies.

16.2.2 A "pervious surface" is any ground surface that allows the diffusion of spilled solid or liquid material into the substrate. Paved surfaces without gaps or potholes would therefore be "non-pervious" surfaces.

16.2.3 ANY DISCHARGE QUANTITY THAT THREATENS OR ENTERS STATE WATERS is considered reportable. Follow the notification requirements below.

16.2.4 Spills of less than 25 gallons are exempted from reporting *provided they are properly cleaned up; properly disposed, and no contamination remains.*

16.3 Notification requirements

16.3.1 Discharges in excess of 25 gallons must be reported as soon as possible, but no later than 24 hours after discovery. Use the Johnson – Davis Hazardous Spill Report in appendix 13 to gather the information needed to make the report.

16.3.2 Notify the Florida Department of Environmental Protection via the state warning point number, **1-800-320-0519**.

16.3.3 **If the discharge threatens or enters waters of the state**, the responsible party (RP) must notify the state warning point number **1-800-320-0519 AND THE NATIONAL RESPONSE CENTER 1-800-424-8802 within 1 hour of the discharge**. The following information MUST BE FURNISHED DURING THE CALL;

16.3.3.1 The name, company address, and telephone number of the person reporting.

16.3.3.2 The name, address, and telephone number of the person responsible for spill.

16.3.3.3 Date and time of discharge or release.

16.3.3.4 Type or name of substance discharged or released.

16.3.3.5 Estimated amount of the discharge or release.

16.3.3.6 Location or address of the discharge or release.

16.3.3.7 Source and cause of the discharge or release.

16.3.3.8 Size and characteristics of the area affected by the discharge or release.

16.3.3.9 Containment and cleanup actions taken to date.

16.3.3.10 Other persons or agencies contacted.

16.3.4 WITHIN 7 DAYS, Johnson – Davis must submit the required Discharge Report Form (DRF) to the Florida State Bureau of Emergency Response.

16.4 Cleanup requirements

16.4.1 "Any person discharging a pollutant…shall immediately undertake to contain, remove and abate the discharge to the satisfaction of the department." This excerpt from state law means that we must move very, very quickly in containing and cleaning up any spill and we must do so in compliance with the law. We must recover any free pooled product immediately and properly dispose of it.

16.4.2 It will always be in the company's best interests to <u>immediately</u> retain a spill emergency response contractor to perform the excavation, handling, removal and disposal of all contaminated soils. Depending on work area location, any emergency response contractor on the following list can be called as long as they typically handle the type of material spilled. Select an emergency contact from the list below;

CONTRACTOR NAME	***OFFICE (County)***	***24-HOUR #***	***RESPONSE TYPE***
A&M Painting & Power Washing	Orange	(813) 735-3045	Hz, P
A&S Oil Recovery of Florida, Inc.	Pinellas	(727) 321-2602	Hz, P
AAG Environmental	Alachua	(800) 472-9251	Hz, P, Hg
AAG Environmental	Hernando	(800) 472-9251	Hz, P
AAG Environmental	Taylor	(800) 472-9251	Hz, P
AAG Environmental	Marion	(800) 472-9251	Hz. P
AAG Environmental	Seminole	(800) 472-9251	Hz, P
AARCO Environmental Services Corp.	Hillsborough	(813) 402-2899	Hz, P
Alpha-Omega Training & Compliance, Inc.	Brevard	(321) 243-5327	P
AM Environmental	Palm Beach	(561) 779-6394	Hz, P
American Compliance Technologies	Alachua	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Broward	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Hillsborough	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Lee	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Orange	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Pinellas	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Polk	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Seminole	(800) 226-0911	Hz, P, X, R, Hg
American Compliance Technologies	Volusia	(800) 226-0911	Hz. P, X, R, Hg
American Compliance Technologies	Duval	(800) 226-0911	Hz, P, X, R, Hg
Affordable Environmental Audits	Sumter	(352) 568-1930	Hz, P
CDI Group USA	St. Lucie	(772) 467-0270	Hz, P, Hg
Clark Environmental, Inc.	Polk	(863) 425-4884	Hz, P
Clean Harbors Environmental Services, Inc.	Polk	(800) 699-8916	Hz, P, Hg
Cliff Berry, Inc.	Broward	(800) 899-7745	Hz, P, Hg
Cliff Berry, Inc.	Brevard	(321) 639-4199	Hz, P, Hg
Cliff Berry, Inc.	Miami-Dade	(800) 899-7745	Hz, P, Hg

Cliff Berry, Inc.	Duval	(800) 899-7745	Hz, P, Hg
Cliff Berry, Inc.	St. Lucie	(800) 899-7745	Hz, P, Hg
Cliff Berry, Inc.	Hillsborough	(800) 899-7745	Hz, P, Hg
Common Ground Environmental, Inc.	Polk	(863) 860-0826	Hz, P
Diversified Environmental Services, Inc.	Hillsborough	(813) 248-3256	P
Eco-Care, Inc.	Miami-Dade	(305) 558-2277	Hz, P, Hg
Environmental Hazmat Services, Inc.	Houston, Alabama	(866) 440-8734	Hz, P
Advanced Remediation Solutions	Charlotte	(866) 734-5796	Hz, P, Hg
Advanced Remediation Solutions	Lake	(866) 734-5796	Hz, P, Hg
Advanced Remediation Solutions	Polk	(866) 734-5796	Hz, P, Hg
Environmental Remediation Services	Duval	(800) 718-5598	Hz, P, Hg
Environmental Research and Restoration	Broward	(954) 989-3322	Hz, P, X, Hg
EnviroTrac Ltd.	Hillsborough	(813) 626-8443	P
E. Q. Florida	Hillsborough	(800) 624-5302	Hz, P, Hg
Everglades Waste Removal Services, LLC	Broward	(954) 527-9939	Hz, P
Express Commercial, Inc.	Volusia	(386) 804-2160	P, Hg
FCC Environmental	Broward	(800) 235-0189	Hz, P, Hg
FCC Environmental	Orange	(800) 235-0189	Hz, P, Hg
FCC Environmental	St Lucie	(800) 235-0189	Hz, P, Hg
Florida Environmental Compliance Corporation	Duval	(904) 731-8959	P, Hg
Florida Environmental Regulation Specialists, Inc. (FER)	Charlotte	(866) 402-3777	Hz, P
Florida Environmental Regulation Specialists, Inc. (FER)	Lake	(866) 402-3777	Hz, P
Florida Environmental Regulation Specialists, Inc. (FER)	Orange	(866) 402-3777	Hz, P
Florida Environmental Regulation Specialists, Inc. (FER)	Alachua	(866) 402-3777	Hz, P
Florida Environmental Regulation Specialists, Inc. (FER)	Seminole	(866) 402-3777	Hz, P
Florida Environmental Regulation Specialists, Inc. (FER)	Volusia	(866) 402-3777	Hz, P
Handex Consulting & Remediation	Palm Beach	(561) 243-9551	Hz, P
Handex Consulting & Remediation	Hillsborough	(813) 626-4646	Hz, P

Handex Consulting & Remediation	Lake	(352) 735-1800	Hz, P
Handex Consulting & Remediation	Miami-Dade	(305) 231-1971	Hz, P
Handex Consulting & Remediation	Leon	(850) 878-0813	Hz, P
HEPACO, Inc.	Clay	(800) 888-7689	Hz, P, X, R, Hg
Hoffer & Associates	Charlotte	(941) 628-0205	Hz, P,
RHowco Environmental Services	Pinellas	(727) 327-8467	Hz, P
Hull Environmental Services	Duval	(866) 450-9077	Hz, P
Incident Management Solutions, Inc.	Charlotte	(877) 252-7891	Hz, P, Hg
Incident Management Solutions, Inc.	Lake	(866) 734-5796	Hz, P, Hg
Incident Management Solutions, Inc.	Polk	(866) 734-5796	Hz, P, Hg
Jacksonville Pollution Control, Inc.	Duval	(904) 355-4164	P
Jamson Environmental, Inc.	Hillsborough	(813) 986-3310	Hz, P, R, Hg
LRI Disaster Services, Inc.	Broward	(954) 683-8977	Hz, P
Landmark Green, LLC	Broward	(954) 288-6510	Hz, P
Marine Industrial Services, Inc.	Duval	(800) 404-1062	P
Moran Environmental Recovery, Inc.	Duval	(800) 359-3740	Hz, P, X, R, Hg
On-Time Environmental Services	Hillsborough	(888) 755-0554	Hz, P
Petroleum Recovery Systems, Inc.	Duval	(904) 786-8495	P
Petroleum World, Inc.	Broward	(954) 581-4455	Hz, P, Hg
Petroleum Technicians, Inc.	Volusia	(800) 537-9383	P
Petrotech Southeast, Inc.	Orange	(800) 293-1743	Hz, P
Ragin Cajun	Palm Beach	(561) 346-5866	Hz, P
Raider Environmental	Broward	(954) 316-0633	Hz, P
Reactive Explosive Materials Training Group	Polk	(800) 736-8295	Hz, R, X, Hg
SWS Environmental Services	Bay	(800) 852-8878	Hz, P, X, R, Hg
SWS Environmental Services	Broward	(800) 852-8878	Hz, P, X, R, Hg
SWS Environmental Services	Escambia	(800) 852-8878	Hz, P, X, R, Hg
SWS Environmental Services	Hillsborough	(800) 852-8878	Hz, P, X, R, Hg

SWS Environmental Services	Lee	(800) 852-8878	Hz, P, X, R, Hg
SWS Environmental Services	Orange	(800) 852-8878	Hz, P, X, R, Hg
SWS Environmental Services	Pinellas	(800) 852-8878	Hz, P, X, R, Hg
SWS Environmental Services	Polk	(800) 852-8878	Hz, P, X, R, Hg
Shaw Environmental	Lake	(800) 537-9540	Hz, P, Hg
Shaw Environmental	Dade	(800) 537-9540	Hz, P, Hg
Soil Remediation, Inc. (SRI)	Lowndes, Georgia	(800) 215-7066	P
Southern Petroleum Contractors, Inc.	Pasco	(813) 205-1750	P
Stepp"s Environmental Response, LLC	Hillsborough	(813) 781-9938	P
Warren Environmental, Inc.	Suwannee	(386) 935-6688	Hz, P
WRS Infrastructure & Environment, Inc.	Hillsborough	(813) 620-1432	Hz, P, X, R, Hg

Key for above response contractors: Hz=Hazardous Materials, P=Petroleum, X=Explosives, R=Radioactive, Hg=Mercury

16.4.3 While securing a remediation contractor, on-site company personnel must, without endangering themselves, others or the environment, take as much action as possible to contain the spill and if possible, prevent it from moving deeper into pervious surfaces.

16.4.4 Soil removal can be accomplished by following these minimum steps;

16.4.4.1 Obtain a one-call of the area to be excavated if not already covered under existing mark – outs.

16.4.4.2 Dependent on location, a DOT or local agency Right of Way permit may be required.

16.4.4.3 Excavated contaminated soil shall be containerized in drums, dump trucks, or roll-off containers, or temporarily stockpiled atop plastic sheeting and covered. Stockpiled soil may be kept on site for a maximum of 60 days; containerized soil may be kept on site for a maximum of 90 days.

16.4.4.4 Off-site storage AT ANY LOCATION requires a DEP permit; soil may not be brought back to company yard location(s).

16.4.4.5 The amount of soil that must be removed depends on several factors;

16.4.4.5.1 The type of product spilled and it's liquid viscosity.

16.4.4.5.2 The permeable surface characteristics of the spill location.

16.4.4.5.3 The amount of product spilled.

16.4.4.5.4 The amount of time that the spilled material was allowed to remain in the ground before excavation began.

16.4.5 Soil testing is required to confirm cleanup and adequate soil removal.

16.4.5.1 "Field Screening" may be used, utilizing instruments such as an Organic Vapor Analyzer to determine whether or not contaminants remain in the soil. The general goal is to continue removal of soil until OVA readings are < 10 PPM. Readings should be taken in a "grid" pattern and include the side walls and bottom of the excavation. Analysis by an accepted instrument MUST BE DONE along with odor testing and/or visual testing.

16.4.5.2 Lab samples are required (unless the spill is less than 100 gallons and is excavated within 72 hours – then only OVA readings are needed). Typically, at least one bottom and one sidewall sample are needed as well as one "pre-burn" sample ahead of disposal operations. All samples must be taken by a qualified remediation contractor from the list found in 17.4.2 above or their authorized laboratory vendor.

16.5 Source Removal Report (SRR)

16.5.1 A detailed, written, SRR must be submitted to DEP within 60 days of cleanup.

16.5.2 The required elements of the SRR include, as a minimum;

16.5.2.1 Detailed objective cleanup description.

16.5.2.2 Disposal documentation (manifests).

16.5.2.3 Photographs.

16.5.2.4 Scaled site diagram.

16.5.2.5 OVA readings.

16.5.2.6 Analytical lab reports.

16.5.3 After review of the report, the DEP will advise Johnson – Davis if the cleanup was adequate, or whether or not further action is required. Further action could include such items as;

16.5.3.1 Continued soil removal.

16.5.3.2 Installation of monitoring wells.

16.5.3.3 New investigative excavation to determine product plume migration.

16.6 Job site diesel bulk tanks are a common part of all Johnson – Davis mainline crew sites. When using these tanks we must follow basic safety considerations.

16.6.1 Store all bulk tanks away from open water ways whenever possible to avoid discharges to waterways that would not have occurred with alternate site placement planning.

16.6.2 All bulk tanks shall be properly labeled with the following minimum placarding;

16.6.2.1 "NO SMOKING"

16.6.2.2 "DIESEL FUEL"

16.6.2.3 DOT 1093 red fire triangle decals

16.6.3 All bulk tanks of the company are double walled, with interstitial space capable of containing more than 100% of the fuel tank full capacity of 500 gallons.

16.6.4 All tanks are equipped with a pressure vent that will relieve the hazardous accumulation of vapor pressure.

16.6.5 All tank external containment reservoirs shall be visually inspected daily by site Foremen to ensure that a hazardous accumulation of diesel fuel (any excess of 50% of the height of the containment wall) is not present.

16.6.6 All tank external containment reservoirs shall be PUMPED OUT by site mechanics prior to shipment on truck decks from one location to another.

17. No organization is immune from the ill effects of emergencies resulting from a variety of different sources. Hurricanes alone represent a serious threat to life and property and as such, hurricanes, due to the location of the company, are planned for in great detail. The following section is available in its entirety as a separately bound program element not simply due to its daily potential for applicability, but also because its contents are an ever evolving set of preparedness tools based on a constantly changing set of local and global emergent dangers.

17.1 INTRODUCTION

17.1.1 Emergencies, disasters, accidents and injuries can occur at any time and usually without warning. Being prepared physically as well as psychologically to handle emergencies is an individual as well as organizational responsibility. Johnson – Davis Inc. has established emergency procedures for you to follow so that the effects of those emergencies can be minimized.

17.2 YOUR SAFETY IS OF PRIMARY IMPORTANCE

17.2.1 The purpose of this guide is to acquaint you with some basic safety procedures to follow in handling emergencies and disasters, with guidelines to follow at work. Becoming familiar with this information will enhance your chances of protecting yourself and others. With your heightened awareness, you can better act to minimize panic and confusion if an emergency does occur.

17.3 NO MATTER WHAT THE CRISIS; THINK BEFORE YOU ACT

17.3.1 Please read this guide thoroughly BEFORE an emergency occurs and become acquainted with these Emergency Procedures. For further information on this plan, contact the Johnson – Davis Safety Director at 561-588-1170 extension 304.

17.3.2 There are numerous threats that can arise, requiring employee action. For most threats the appropriate question to answer is whether to evacuate or seek adequate shelter where you are presently located, or Shelter – In – Place, herein referred to as SIP.

17.3.3 Most common threats (e.g. fire) require evacuation. However, with the creation of the U.S. Department of Homeland Security and a heightened awareness of potential terrorist action, conditions may arise where evacuation from a building may not be advised.

17.3.4 All emergency response scenarios fit into one of two categories:

17.3.4.1 Exit the facility via Facility Evacuation Procedures, or

17.3.4.2 Remain in place and be prepared to receive additional information through supervisory channels.

17.4 STOP - THINK - ACT

17.4.1 The Johnson – Davis emergency contact phone numbers are:

Johnson – Davis Corporate offices:
Andrew Thomson 561-718-5770 – Safety Director **Ilene Passler 561-718-4533 – Human Resources Director** **Phil Cartales 561-718-4519 – General Superintendent** **Leonard Dennis 561-718-5174 – Northern Division Lead Superintendent** **Rob Tomsik 561-718-4514 – Operations Support Manager**

17.5 HOW TO PREPARE FOR MAJOR EMERGENCIES

17.5.1 Johnson – Davis employees and subcontractors should prepare for emergencies by learning basic emergency response. Employees should remain familiar with the contents of this pamphlet and keep it handy.

17.5.2 Stay Calm and React Sensibly

17.5.2.1 The success of any emergency plan will depend on thoughtful and cooperative response by all personnel pulling together.

17.5.2.2 All work locations should keep a copy of the plan handy for quick reference.

17.5.3 At Work You Should:

17.5.3.1 Know where the nearest egress doorways are located.

17.5.3.2 Know where fire alarms are located.

17.5.3.3 Be familiar with your building's floor plan.

17.5.3.4 Know where the nearest First Aid kits are located.

17.5.3.5 Prepare your area for earthquakes by minimizing movable and loose equipment and furniture, including bookshelves, cabinets, computers, and typewriters. Do not maintain such items at elevated levels.

17.5.3.6 Know where you are to report/reassemble in case of an outside evacuation:

17.5.3.6.1 Lantana Corporate office - Meet at office employee parking area (closest egress doorway from kitchenette area.

17.5.3.6.2 Fort Pierce office – Meet in office front parking area adjacent to King's Highway

17.5.4 Be prepared to receive additional information through supervisory channels.

17.5.5 Listen to your supervisor(s) and Incident Response Team (IRT) during emergencies.

17.5.6 Think before you act.

17.6 The Incident Command Procedure

17.6.1 During emergencies requiring evacuation of company offices, Johnson - Davis will utilize the Incident Command System model outlined below. The system is a comprehensive guide to the most orderly evacuation and personnel accounting system possible allowing for communication upward and downward throughout the incident. The model also makes provisions for the transition of command to outside authorities when warranted, while maintaining the core of the communication flow through key responsible personnel.

17.6.1.1 <u>Roles and Responsibilities</u>

17.6.1.1.1 The basic model is comprised of the following key positions to be filled by site upper management;

17.6.1.1.1.1 <u>Incident Commander</u> - Responsible for the implementation and completion of the Emergency Action and Evacuation Plans

17.6.1.1.1.2 Establishes Incident Command for the incident

17.6.1.1.1.3 Responsibility of the first Incident Commander on scene

17.6.1.1.1.4 Assigns IMT Liaison, Incident Coordinator

17.6.1.1.1.5 Verifies Police, Fire and Paramedics are responding

17.6.1.1.1.6 Reports evacuation and reason for the evacuation to corporate safety and local authorities

17.6.1.1.1.7 Reports building and personnel status received from Incident Coordinator

17.6.1.1.1.8 Coordinates the escort of the Police, Fire and Paramedics to the appropriate location on the Johnson – Davis corporate complex

17.6.1.1.1.9 Becomes the Johnson - Davis Liaison when Police, Fire and Paramedics take Incident Command

17.6.1.1.1.10 Receives the “All Clear” from the Fire Department and issues it to the Incident Coordinator

17.6.1.1.1.11 Conducts debrief with the IMT (Incident Management Team)

17.6.1.2 <u>IMT (Incident Management Team) Liaison</u>

17.6.1.2.1 Central Point Of Contact between Johnson - Davis safety and the IMT

17.6.1.2.2 Briefs the IMT on the current status of the event

17.6.1.2.3 Briefs Johnson – Davis safety concerning the requests of the IMT

17.6.1.3 Incident Coordinator

17.6.1.3.1 Receives the building status report from the Evacuation Wardens "Office Building Evacuated" / "Area of Refuge Evacuated" and reports status to the Incident Commander

17.6.1.3.2 Receives personnel status "Accounted For" and reports the status to the Incident Commander

17.6.1.3.3 Maintains communication between the Incident Commander and the Evacuation Wardens

17.6.1.3.4 Receives the "All Clear" from the Incident Commander and issues it to the Evacuation Wardens

17.6.1.4 Evacuation Warden(s)

17.6.1.4.1 Respond to rally point designated for your area

17.6.1.4.2 Verify the offices, conference room, kitchen area, restrooms, shop building and storage yard of Lantana / Fort Pierce locations have been evacuated to rally points

17.6.1.4.3 Sweep your assigned area

17.6.1.5 "Refusal To evacuate" (Note their name and location and report to Incident Coordinator)

17.6.1.6 Assign ambulatory or impaired personnel and their partner to the designated "Area Of Refuge" and report their name and location to the Incident Coordinator

17.6.1.7 Report building status to Incident Coordinator

17.6.1.8 "Building Evacuated" / "Area of Refuge Evacuated"

17.6.1.9 Take Physical headcount of the personnel at the rally point

17.6.1.10 Establish Identities of Evacuees

17.6.1.11 (Evacuation Roster)

17.6.1.11.1 Establish number of personnel missing from roster if any

17.6.1.11.2 Report personnel status (headcount) to Incident Coordinator

17.6.1.12 "Accounted For"/"Unaccounted for"

17.6.1.13 Establish identities of unaccounted for personnel and resolve through First Line Supervisors

17.6.1.14 Keep personnel at rally point until the “All Clear” is issued by the Incident Coordinator

17.7 First Line Supervisors

17.7.1 Establish the whereabouts of all employee, subcontractor and/or vendor personnel on company property not immediately accounted for at the evacuation rally point.

17.7.2 Report status of employees under their charge to the Incident Coordinator

17.7.3 Responsible to ensure all employees/visitors/contractors/vendors know the facility evacuation process. This information should be cascaded when new hires or contractors/vendors report to work and visitors initially arrive at the facility or work site.

17.7.4 OVERVIEW OF TYPICAL EMERGENCIES AND PRECAUTIONS

Type of Emergency	**Generalized Response**
Medical Emergency	Call emergency number for assistance. Render first aid to extent of your training. If victim's condition is life-threatening, or has the possibility of change during transport, **911** must be called and transport made by ambulance.
Fire	Ensure that **911** has been called and a response is under way. Commence evacuation as necessary, using standard evacuation procedures.
Chemical Spill	If safe to do so, identify the hazardous material for correct response purposes. Evacuate from the affected area as necessary. **Call 911** if necessary and ensure a response is under way. Assist injured personnel and arrange for transport to medical facility as necessary. Proceed to the designated rally point for the building and perform head count.

	Do not allow any person to re-enter an area affected by hazardous material. Do not allow any person to eat or smoke until decontamination has taken place.
Severe Storm	Secure area. Move to a safe location within the building. Tune radio or television to weather station for local conditions. Be prepared to evacuate area.
Earthquake	Take refuge under a desk or table or stand within a door frame. After the quake, evacuate to a place that is clear of buildings, trees and power lines. Do not enter a structurally damaged building. Be mindful of the possibility of aftershocks occurring.
Bomb Threat	Until proven otherwise, all threats are to be treated as real. Evacuate the building. Immediately call **911** and report the threat.
Terrorist Attack	If building structure is compromised, evacuate as per Terrorist/ fire evacuation plan outlined in section 4.0 below. If building structure remains sound, key leaders are briefed as to specific response.

17.8 FACILITY EVACUATION PROCEDURES

17.8.1 Fire or Explosion – 604 Hillbrath Drive - Lantana

17.8.1.1 If an event takes place that requires the evacuation of the building, the building alarm system (designated the 'fire alarm') will sound. **You must leave the building immediately via designated fire escape exits only.**

17.8.1.2 There are 4 designated emergency egress doors located within the Johnson – Davis main office building and 4 designated emergency egress doors located within the Johnson – Davis shop building.

17.8.2 Main Office Building

17.8.2.1 One exit is located on the front of the building facing Hillbrath Drive. One exit faces the Superintendent /lowboy deck parking area, one exit faces the same area, but is located within the small ice machine garage bay and the last exit faces the general office employee parking area at the kitchenette area.

17.8.3 Shop Building

17.8.3.1 Two exits face the general office employee parking area on the Hillbrath Drive side of the garage bay doors, one exit faces the shop/field employee parking area and one exit is at the south side of the shop facing Lantana Road.

17.8.3.2 If you are disabled, ask for assistance to exit the building. If possible, assist disabled persons with exiting the building. Immediately notify emergency personnel on the scene if you suspect someone may be trapped inside the building. Management will sweep the building to ensure all personnel have evacuated.

17.8.3.3 Once outside your building you should proceed to the general office employee parking area. This will be our rally point for establishing head count before re-entering the building after an all clear is given or for releasing personnel from the property if re-entry does not occur.

17.8.3.4 The first person on scene in the assembly area should begin accounting for personnel according the Incident Command System model outlined in this procedure and report the same, through designated Liaisons, to the Incident Coordinator at periodic intervals until all personnel are accurately accounted for.

17.9 Hurricane Preparedness – All Work Areas

17.9.1 MEDICAL EMERGENCIES

17.9.2 Illness/Injury:

17.9.2.1 Company Offices

17.9.2.1.1 In the event of a serious illness or injury, immediately call Johnson – Davis Human Resources at 561-588-1170 extension 307, the ill/injured person's supervisor, and the Safety Director, Andy Thomson at 561-718-5770.

17.9.2.1.2 Do not move a seriously injured person, or one who appears to be seriously ill, unless it is a life-threatening situation.

17.9.2.1.3 Give your name, location and telephone number, and as much information as possible regarding the nature of the injury or illness, and whether or not the victim is conscious.

17.9.2.1.4 All injuries, even if minor, must be reported to your immediate supervisor. Supervisors will complete the Johnson – Davis Inc. First Report of Injury/Illness form with the injured employee. This form is available on the company shared network drive in the folder A Thomson/Forms Developed/Manual Reports. All email threads shall be forwarded to Andy Thomson – Safety Director and Ilene Passler – Human Resources Director.

17.9.3 First Aid:

17.9.3.1 A first aid kit is available in break room areas.

17.9.3.2 Do not attempt to render advanced first aid (i.e. CPR) unless you have been trained to do so or the situation is life threatening.

17.9.3.3 Remain with the victim until professional help arrives.

17.9.3.4 Keep the ill or injured person as calm and comfortable as possible.

17.10 UTILITY FAILURES

17.10.1 Electrical/Light Failure

17.10.1.1 In the event of a major utility failure such as a power outage, Shop Management will respond to the emergency and keep the building occupants informed as needed.

17.10.2 Plumbing Failure or Flooding

17.10.2.1 Cease using all electric equipment, vacate the area, and immediately notify Shop Management.

17.10.3 Ventilation Failure

17.10.3.1 If smoke or burning smells come from the ventilation system, immediately report it to Shop Management and Safety Director. If smoke is dense, immediately sound the building fire alarm for evacuation.

17.11 OTHER MAJOR DISASTER OR EXPLOSION

17.11.1 Violent Accident

17.11.1.1 In the event of a violent accident such as an airplane crash or explosion, take the following actions:

17.11.1.1.1 Immediately take cover under tables, desks, or other such objects providing protection against flying glass and debris.

17.11.1.1.2 If the emergency threatens those in the building, sound the building fire alarm system so that evacuation can begin.

17.11.1.1.3 Assist the disabled, and if there is an immediate hazard, assist injured persons in evacuating the building.

17.11.1.1.4 Once outside, move to the designated evacuation rally point for accountability and to stay clear of emergency response vehicles.

17.11.1.1.5 Do not return to the building until instructed by the Incident Coordinator.

17.11.1.1.6 Be prepared to receive additional information through supervisory channels.

17.11.2 Tornadoes

17.11.2.1 Tornadoes have struck every U.S. state, including Alaska and Hawaii. But most tornadoes form in a belt from Nebraska southward through central Texas known as Tornado Alley and in the Southeast. When a tornado is possible there will typically be a progression of alerts to inform the general public of the potential danger. The first will usually be a tornado watch and the second will be a tornado warning.

17.11.2.2 A **Tornado Watch** is issued to alert personnel to the possibility of tornado development in the immediate area. Atmospheric conditions are favorable for severe thunderstorms to produce tornadoes. Listen for updated forecasts and possible warnings. Tornado watches are issued by the Storm Prediction Center (SPC) in Norman, Okla. Forecasters at SPC evaluate many atmospheric conditions - including wind speed and direction at different levels of the atmosphere - to determine where tornadoes may form.

17.11.2.3 A **Tornado Warning** is issued when a tornado has actually been sighted or is indicated by radar. Take action immediately! The National Weather Service (NWS) issues warnings. If a tornado approaches your area, forecasters are able to track the storm using advanced weather radar. Trained storm spotters and

local officials report tornadoes on the ground to the NWS office. The NWS will issue a tornado warning if either of these conditions indicate a tornado.

17.11.2.4 When in a Tornado Watch Area:

17.11.2.4.1 Watch the sky.

17.11.2.4.2 Listen to a local radio station or Monitor TV.

17.11.2.4.3 Have flashlight, portable radio and blankets handy.

17.11.2.4.4 DO NOT CALL police or fire dispatchers unless an emergency exists.

17.11.2.5 When In A Tornado Warning Area:

17.11.2.5.1 In the office:

17.11.2.5.1.1 CLOSE all building hurricane shutters

17.11.2.5.1.2 Listen for direction by incident personnel.

17.11.2.5.1.3 ENSURE that you have an adequate supply (at least one full daily dosage) of medication(s) for chronic illness.

17.11.2.5.1.4 If immediate action is required, go to an interior section or inside hallway (stay away from exterior windows). If possible, get under a piece of sturdy furniture.

17.11.2.5.2 On the road:

17.11.2.5.2.1 DO NOT seek shelter under an overpass; this is a very dangerous myth.

17.11.2.5.2.2 Find a low place, gutter, drainage ditch.

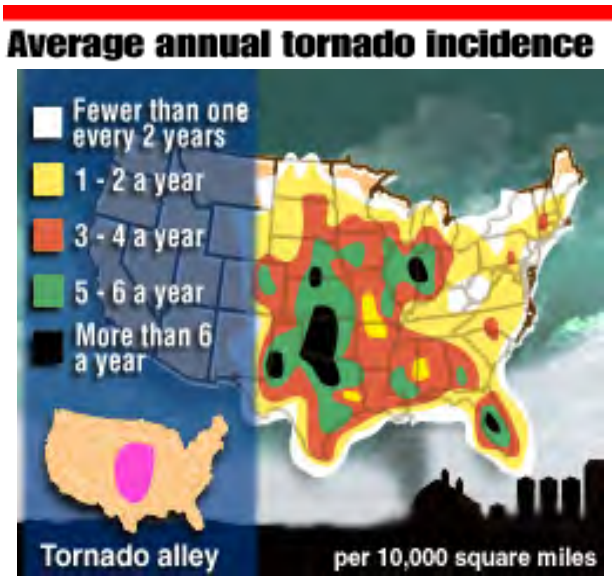
17.11.2.5.2.3 Be careful in drainage ditches as severe rain also accompany tornados and may require you to exit the ditch shortly after the tornado due to flooding.

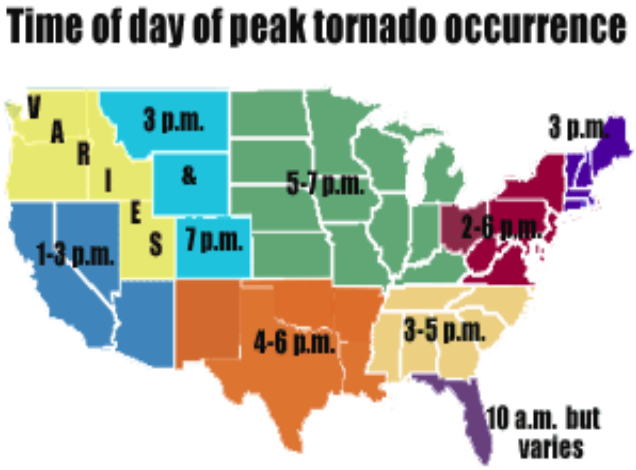
17.11.2.5.2.4 If you see the tornado, use common sense and avoid approaching it.

17.11.3 Latest National Weather Service watches, warnings, advisories:

17.11.3.1 By state: http://iwin.nws.noaa.gov/iwin/iwdspg1.html

17.11.3.2 By type: http://iwin.nws.noaa.gov/iwin/nationalwarnings.html





17.12 TERRORIST ATTACK

17.12.1 Off Duty Hours

17.12.1.1 If an attack occurs affecting office reporting locations during non-duty hours, you will be contacted by your Supervisor and given further instruction on whether or not the building is accessible, or be given alternate direction to an off-site work location.

17.12.2 Regular Duty Hours:

17.12.2.1 *Conventional terrorist attack* (e.g. explosion, fire) will typically resemble a non-terrorist related condition. In the event the building structure is compromised and requires evacuation, the procedures set for fire evacuation should be followed.

17.12.2.2 *Non-conventional attack* (e.g. chemical, biological, and radiological) may not be easily recognized. In the event of a non-conventional attack, evacuation is not prudent. Stay in place and await further instructions from Facility Incident Command Personnel or police and rescue personnel.

17.12.3 Tips for Surviving a Terrorist Attack

17.12.3.1 With top US officials warning that the country is at high risk of terrorist attacks, Americans, especially federal employees, are being urged to be especially

vigilant and prepared to react in the event of an attack. There is no magic formula that guarantees protection from acts of terrorism, especially if they involve radiation, toxic chemicals or germ warfare. But there are steps anyone can take to reduce the risks. After the Sept. 11, 2001 attacks, *National Journal* compiled the following basic guide based on extensive interviews with experts.

17.12.3.2 In general...

17.12.3.2.1 Do what you're told. If there's an announcement over TV or radio, or if a firefighter, police officer, or other official tells you to do something, just do it. A crisis is no time to second-guess the one group of people with the expertise and equipment to know what's actually going on. Their specific instructions should take precedence over general guides such as this one.

17.12.3.2.2 If you're warned of an explosion...

17.12.3.2.2.1 Duck and cover. Get away from windows and behind something solid. Then curl up to protect your face and eyes.

17.12.3.2.2.2 If you're outside and you hear an explosion, or if you see people choking or collapsing...

17.12.3.2.2.3 Cover your nose and mouth. The big danger with most toxic substances is inhaling them. Even thin fabrics, a handkerchief, scarf, or shirt-will reduce your chance of inhaling radioactive particles, many chemical and biological agents, and the choking dust that ordinary bombs produce.

17.12.3.2.2.4 Move away at an angle. If you're downwind of the attack, something dangerous may be drifting toward you. Since you can't outrun the wind, the way to get out of its path is to go sideways to the direction that it's blowing. Going around a corner will also put a building between you and the source of danger.

17.12.3.2.2.5 Get inside. Find an intact, sturdy building and go in it. Modern buildings are fairly airtight and will keep out most toxic substances for some time.

17.12.3.2.2.6 Strip and shower. If you actually were exposed to something toxic, most of it will have settled on your outer layer of clothing. Carefully take your outer garments off (ideally, shower with your clothes on first so they're safer to handle) and put them where no one will touch them (ideally, sealed in a plastic bag). Then shower or have someone hose you down, thoroughly but gently, to get the residue off your skin. EXCEPTION: A few toxic chemicals react

dangerously with water; if anything strange happens, stop showering immediately.

17.12.3.2.3 If you're inside and the problem is outside...

17.12.3.2.3.1 Close up. Closing doors and windows-and turning off air conditioners-will make most modern buildings reasonably airtight. That will keep most toxic substances from drifting in. If the windows are broken (say, by an explosion) or your part of the building is otherwise leaky, find an intact room to shelter in. Move away from windows. Just in case there's a second explosion, or a release of highly penetrating (gamma) radiation, you want to be behind a nice, solid wall.

17.12.3.2.3.2 Stay put and watch TV. Keep an eye out for official announcements over television and radio. Unless there is something obviously wrong with the building you're in (e.g., it's right next to where a toxic cloud is being released, or the windows are all blown out, or it's burning down), it's probably safer to stay put than to go outside. Wait for someone in authority to tell you when, how, and where to evacuate.

17.12.3.2.4 If you're inside and the problem is inside...

17.12.3.2.4.1 Get out. Because modern buildings are fairly airtight, a dangerous substance released inside one will stay dangerously concentrated. If people inside your building are choking and collapsing, or if the building is on fire, leave the building and head for safer shelter.

17.13 EMERGENCY BASICS – FIRE SAFETY

17.13.1 Fire on Your Floor:

17.13.1.1 Upon discovering a fire, close the door to the room where the fire is located and call **911.**

17.13.1.2 Activate the building fire alarm, alert others, and move everyone away from the area of the fire.

17.13.1.3 Do not try to fight any fires.

17.13.2 If Trapped in Room:

17.13.2.1 Place cloth material around and under the doors to prevent smoke from entering.

17.13.2.2 Retreat - close as many doors as possible between you and the fire.

17.13.2.3 Be prepared to signal from a window... but, DO NOT break the glass unless absolutely necessary (outside smoke may be drawn in).

17.13.3 <u>If Caught in Smoke</u>:

17.13.3.1 Drop to hands and knees and crawl.

17.13.3.2 Hold breath as much as possible.

17.13.3.3 Take shallow breaths through your nose and use a blouse, shirt, or jacket as a filter.

17.13.4 <u>If Forced to Advance Through Flames</u>:

17.13.4.1 Hold your breath and move quickly.

17.13.4.2 Cover your head and hair.

17.13.4.3 Keep your head down and close your eyes as often as possible.

17.13.5 <u>Fire Safety Summary</u>

17.13.5.1 Your own common sense is the finest safety device ever developed to protect YOU. Above all, remember to use your head. Prepare yourself in advance. Know where to go and how to get there. If your work station is located within an office, know in advance exactly how many doors you will have to pass along your evacuation route before you reach your nearest exit door. This tip will be very helpful in the event you encounter heavy smoke.

17.14 EMERGENCY BASICS – BOMB THREAT

17.14.1 Report any threats at either the Lantana or Fort Pierce offices by dialing **911**. Calling 911 will always enable the nearest appropriate authority. Once you have reported the bomb threat, immediately notify Andy Thomson – Safety Director, of the threat.

17.14.2 The bomb threat form will need to be given to Andy Thomson for record retention

17.14.3 Always be calm and courteous; listen and do not interrupt.

17.14.4 Report the threat immediately.

17.14.5 If the police or Johnson – Davis upper management call to advise there is a bomb threat, the person taking the call at our company office should immediately send an email advising evacuation to:

17.14.6 ALL COMPANY EMAIL ACCOUNT HOLDERS.

17.14.7 Floor sweepers will walk the floors to ensure evacuation is complete and to assist with any disabled persons. The designated floor sweepers are:

17.14.7.1 604 Hillbrath Office Building – Rob Tomsik, Bob Hopler

17.14.7.2 604 Hillbrath Shop – Michael Llewellyn & Gene Gardner

17.14.8 Floor sweepers will place signs on the outside of the exit doors. The signs will indicate the facility is evacuated and no entry is allowed. The signs will be removed upon return to the facility.

17.14.9 Floor sweepers will take any visitor sign-in logs when leaving the building.

17.14.10 Ask questions if information is not given. A sample report with questions is below.

17.15 CHAIN OF COMMAND

17.15.1 Incident command defaults to the Incident Commander once an emergency condition arises, and transfers to emergency response personnel (fire, police, etc) once they are operating and able to do so. The identified Incident Liaison will ensure that Johnson - Davis is informed in the event of any emergency. The key leaders identified below will also ensure that incident details are communicated at the rally point following the receipt of detailed information from authorities;

Scott Johnson (if present) – 561-718-4505

Chris Johnson (if present) – 561-718-3651

Bob Hopler (if present) – 561-558-3136

Andy Thomson (if present) – 561-718-5770

Ilene Passler (if present) – 561-718-4533

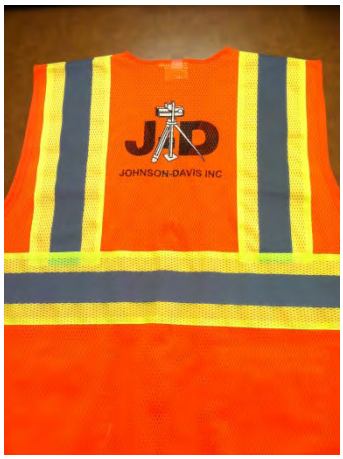
17.16 Incident Command System

17.16.1 The Incident Command System model is utilized at Johnson – Davis. This system is the model tool for command, control, and coordination of a response and provides a means to coordinate the efforts of individual agencies as they work toward the common goal of stabilizing the incident and protecting life, property and the environment. ICS uses principles that have been proven to improve the efficiencies and effectiveness in a business setting and applies the principles to emergency response.

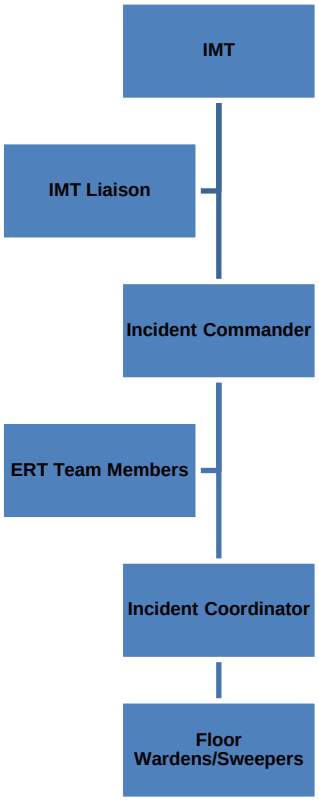
17.16.2 IMT Attire

17.16.2.1 IMT members shall be identifiable during an incident by the wearing of standard company high visibility vests as shown below;

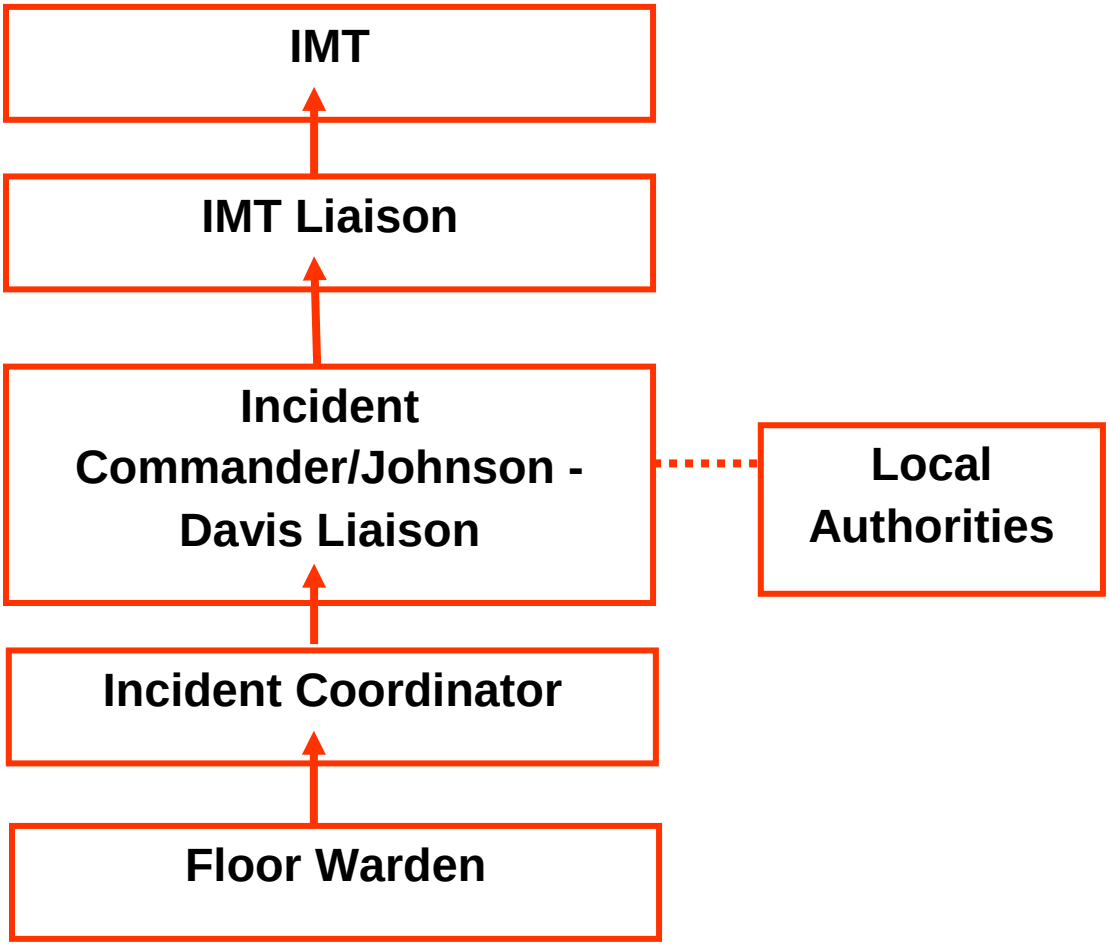
17.16.2.2



17.16.3 IMT Command Flow



17.16.4 IMT Communication Flow



17.17 Communications

17.17.1 This EAP will be communicated to 604 Hillbrath & 863 South King's Highway employees upon hire via the New Employee Orientation process and upon any change(s) to key personnel or function of the EAP.

17.18 Outside Agencies Emergency Contact List

OUTSIDE AGENCIES EMERGENCY LIST Emergency Contact Information 604 Hillbrath Drive, Lantana			
Agency	**Emergency Number**	**Non-Emergency Number**	**Roles / Responsibilities**
LOCAL			
Fire Department	911		Contact to report all significant releases or threatened releases of hazardous materials.
Police Department	911		Handles security related issues.
Ambulance	911		Provides primary medical care and transport of victims requiring medical attention.
Hospital (Lantana area only)	561-967-5033		Bethesda Memorial – Lake Worth - Treats victims requiring medical attention.
STATE			
Florida State Dept. of Environment (or Dept. of Natural Resources) or some name similar to this – the State environmental Agency if any	850-245-2010		Contact to report all significant releases (25 gallons or more on land, ANY amount in a waterway) or threatened releases of hazardous materials.
State Dept of Labor and Industry	850-245-7105		Regulates the State's labor concerns
NATIONAL			
U.S. OSHA	800-321-6742		Regulates federal labor concerns – report fatality or hospitalization of 3 or more employees within 8 hours.
National Poison Control Center	800-222-1222	NA	Provides information to over exposure to poisonous chemicals.
U.S. EPA National Response Center	800-424-8802	NA	Must be contacted to report a release involving hazardous substances and oil that trigger federal notification requirements.
U.S. Department of Transportation	NA	202-366-4000	Regulates the transportation of hazardous materials.
HSW Engineering (response consultation and direction to Johnson – Davis Inc.)	407-872-6893		Provides technical information and directly links emergency responders at the scene of an incident with chemical experts and information resources.
Notes:			
FIELD LOCATIONS MAY MAKE USE OF THIS LIST FOR ALL CONTACTS OTHER THAN HOSPITAL OUTSIDE OF LANTANA			
SECTION 18.20 IS A COMPREHENSIVE LIST OF HOSPITALS BY COUNTY.			

17.19 Hurricane Preparedness

17.19.1 Hurricane Preparedness Field Employee Shelter in Place Plan (SIP)

17.19.1.1 The safety of the bulk of our field site work force depends on their proximity to safe shelter from unanticipated emergent dangers associated with both natural catastrophe and criminal trespass. The success of any plan where no permanent shelter and rally points are established depends almost solely on the direction of site supervisory personnel, their ability to select safe shelter and know how in determining when to move site personnel to selected safe shelters.

17.19.1.2 While some areas leave personnel more vulnerable during an emergency than others, all areas, if the right procedure is used, can be made safe during most, if not all emergency situations. The preservation of life is the primary consideration of all emergency response activities, the preservation of property follows. Consequently, all emergency response plans should be developed and carried out in such a manner as to minimize risk to emergency response personnel and Johnson – Davis employees. More often than not, any plan that focuses on the securement of loose tools, materials or other shop/yard items will greatly improve the safety of individuals seeking Shelter In Place (SIP) during an emergency.

17.19.1.3 Shelter In Place (SIP)is a program that tailors it's components to ensure that employee's whose best course of action during an emergency is to seek safe shelter where they are, or nearby to, where they are currently located. This type of program is best suited to our business because it helps us address the dynamics of the different work areas we encounter in creating a comprehensive plan that:

17.19.1.3.1 Is simple in its design

17.19.1.3.2 Logically assigns responsibilities during an emergency

17.19.1.3.3 Is easily understood and implemented by all personnel

17.19.1.3.4 Addresses all work area locations

17.19.1.3.5 Accounts for the safety of all personnel

17.19.1.3.6 Addresses the protection of company property

17.19.2 Guidance during an emergency – As an employee on a temporary work site, it is very important that you follow the guidance of your immediate supervision whether that be a Foreman, Superintendent or other manager of the company. Since our personnel are widely spread out in several counties and in a wide variety of different types of areas, our Emergency Response Program success is based on following the guidance of supervision of the company.

17.19.3 All employees who have direct responsibility for the work of others on field site locations are considered "Employees In Charge" (EIC) of their particular work group.

17.19.4 Emergency procedures for your work group and work site area have been established during one of two internal company "In House" meetings and your EIC is responsible, whether physically with you or not, for ensuring that all their direct report employees implement the unique aspects of their site's Shelter In Place plan during an emergency.

17.19.5 Different emergency types – An emergency can be more than a severe storm. Other types of emergency situations include:

- 17.19.5.1 Spills of hazardous materials
- 17.19.5.2 Fires
- 17.19.5.3 Confined space rescues
- 17.19.5.4 Bomb threats
- 17.19.5.5 Terrorist attacks
- 17.19.5.6 Serious employee injuries
- 17.19.5.7 Evacuations
- 17.19.5.8 Other unforeseen emergent dangers (shootings, traffic accidents entering our work zones, etc.)

17.19.6 Each different type of emergency listed above will require a different measured response. Once again, follow the guidance of your immediate supervision when an emergency situation occurs. If no supervision can be reached for guidance, seek safe shelter and attempt to contact supervision as the situation will safely allow it.

17.19.7 Shelter Selection.

17.19.7.1 During In – House meetings prior to site mobilization, the management and superintendent(s) assigned to each project assembled a list of public and/or private SIP locations nearest the work site to be utilized in the case of emergencies as outlined above. These locations will be communicated to the

EIC for each site, whether that EIC is the Superintendent, Project Manager, Safety Director or Foreperson on the job. The selected SIP location, whether at the physical work site or nearby off – site, should be capable of safely sheltering all company employees from anticipated emergency situations without further endangerment to their own health and safety or that of others in the shelter location. The selection priority for off-site SIP locations should be based on the following priorities;

17.19.7.1.1 Concrete building structures preferred

17.19.7.1.2 Public building structures preferred before privately owned structures

17.19.7.1.3 Hurricane shuttered buildings preferred over non shuttered structures

17.19.7.1.4 Outside communication capability

17.19.7.1.5 Potable water availability

17.19.7.1.6 Food availability

17.19.7.1.7 Low flood danger probability (if it can be easily determined)

17.19.7.1.8 First priority in selecting a shelter location shall be given to those structures that have previously been determined and are recognized as shelters by local authorities. These locations will nearly always be labeled as such facilities by the posting of the following types of symbols at or near its primary entrance(s);

17.19.7.1.8.1

17.19.8 Upon notification of an event requiring SIP, the EIC shall make the determination whether the present work site can be utilized or if an off-site evacuation to alternate SIP will be necessary. IMMEDIATELY UPON DETERMINATION of location for SIP, the EIC will notify their immediate supervision of the location(s) selected for SIP. Once this is accomplished, all employees will move together to the selected location. Once safely at the SIP location, the EIC shall once again notify their immediate supervisor “all accounted for” or “X number present” or “X missing and location unknown”. Once employees are safely in a SIP location, they shall not leave unless instructed of an “all clear” by supervision or other governing authority. If the SIP location becomes

dangerous during an event, the next alternately suitable location shall be sought out unless it is more hazardous to travel to the secondary location than staying in place.

17.19.9 In the event of an emergency, please be prepared to have any special needs taken care of prior to the event. Additional items to think of would be having temporary care for children or other relatives and pick-up from school or day care in the event you are unable to make it in time. Plan additional routes home in the event the normal route is inaccessible. Any additional seasonal clothing such as a warm jacket or rain jacket to have readily accessible. Carry supplemental medication if needed on your person or in a back pack with spare car keys, a flashlight and non-perishable snacks.

17.19.10 The following are site preparations to be made once hurricane conditions are predicted FIVE days out;

17.19.10.1 Keep site clean of trash and small construction debris

17.19.10.2 Inspect and secure tie-downs for all construction materials and crew trailers

17.19.10.3 Reschedule material deliveries that have little or no impact on production

17.19.10.4 Make sure your crew is aware of important contact information and the provisions of this plan

17.19.10.5 Contact subcontractors and outline expectations for securing jobsites; explain the key points of this plan and contingencies for event – provide a list of current contact numbers for the company

17.19.10.6 Check site vehicle first aid kits and restock, check fire extinguishers, drinking water supply, flashlight batteries, check fuel level and check engine fluid levels

17.19.11 Hurricane predicted THREE days out;

17.19.11.1 Remove all plugs installed inside of pipe

17.19.11.2 Inspect entire job site to ensure all loose material and debris has been removed (pallets, header well points, steel sheets, PVC, corrugated pipe, trash, etc.)

17.19.11.3 Bagged goods on the site must be protected from water and wind damage through the use of shrink wrap, visqueen sheets, etc. SECURE ALL MATERIALS

17.19.11.4 Fill bins with 57 stone and mason sand for post hurricane conditions

17.19.11.5 MANDATORY – Inventory lists must be submitted to the office

17.19.11.6 Fuel tanks and equipment should be topped off daily

17.19.11.7 Assess production work that is highly vulnerable to damage

17.19.11.8 Complete production of any work that may prevent/cause damage to the job site

17.19.11.9 Subcontractors must secure or remove excess materials or equipment from ALL job sites

17.19.11.10 Expect imminent notice of a hurricane warning – allocate sufficient time to complete remaining tasks

17.19.12 Hurricane WARNING IS ISSUED – <u>24 HOURS OUT</u>

17.19.12.1 Secure and remove all material that could become airborne in high winds

17.19.12.2 All bagged materials must be wrapped and secured

17.19.12.3 Inspect all pumps, fuel tanks and equipment. Move to higher ground to prevent water damage

17.19.12.4 Verify/confirm that all fuel tanks are full

17.19.12.5 Verify/confirm that all inventory lists have been submitted to the office

17.19.12.6 Verify/confirm General Superintendent, area Superintendents, Foremen and Crew Members have been advised of emergency notification procedures and provided with contact information (telephone numbers)

17.19.12.7 Crews are not permitted to leave job site until the entire site has been inspected and confirmed that the site is secure by the Foreman

17.19.12.8 If authorities call for evacuation – leave immediately and follow the provisions of this plan for Shelter In Place

17.19.13 <u>Post Hurricane – Field Crews</u>

17.19.13.1 Once wind speeds are 35 mph or less, an immediate assessment of all job sites is required by each Foreman

17.19.13.2 All crews are to report to their job site on the morning post hurricane

17.19.13.3 Superintendents are responsible to report on each of their job sites; Foremen responsible for assessing their individual job

17.19.13.4 Prior to initiating clean-up procedures, check on the status of area utilities. Immediately report downed power lines to JD Management, who will notify the utility company.

17.19.13.5 Traffic signal lights may be out – DRIVE CAREFULLY – observe 4-way stop procedure at intersections where signal lights are out

17.19.14 Administrative Office, Shop and Yard – Hurricane Watch Notification

17.19.14.1 Back up computer files 9payroll, AP/AR, documents, programs, Outlook folders, etc.) to the server when hurricane watch has been issued and each night thereafter and prior to close of business

17.19.14.2 Unplug all surge protectors, office equipment (fax, printer/copiers, computers, etc.)

17.19.14.3 Upon notification of hurricane warning secure all personal property, office pictures, computers, printers, fax machines; large green trash container bags will be to cover computers and other electronics.

17.19.14.4 Computers and other office electronics should be moved to a safe location off floor or home to prevent water damage

17.19.14.5 Objects on desks, bookcases, shelves should be removed, placed in storage bags and duct taped shut

17.19.14.6 Important files should be removed from building and stored outside the office (home or car)

17.19.14.7 Update your emergency contact list

17.19.14.8 Clean perimeter of office and shop daily

17.19.14.9 Clear loose/clogged rain gutters and down spouts

17.19.14.10 Trim tree limbs

17.19.14.11 Secure all loose materials that could become airborne in high winds

17.19.14.12 Bagged goods in yard must be secured

17.19.14.13 Vehicles and equipment must be topped off with fuel

17.19.14.14 Fill trailer beds with material

17.19.14.15 Office bay and shop bays are to be used for storage of miscellaneous items that cannot be secure in the yard

17.19.14.16 Vehicles and equipment in the yard are to be parked in front of and used as protective barriers for the buildings and bay doors

17.19.14.17 ANIMALS – (Olivia and Sabaka) – If no one offers to take them home to ride out the storm, they must be placed in secure areas with adequate supplies of food and water

17.19.14.18 Mailbox and signs to be removed and placed inside office

17.19.14.19 Permanent storm shutters are not available for our facility. The shop will secure windows with plywood or substitute material

17.19.15 Post Hurricane – Administrative Office, Shop, Yard

17.19.15.1 An immediate property assessment will be conducted by Andy Thomson, Safety Director, post hurricane when wind speeds are 35 mph or less

17.19.15.2 All office, shop and yard personnel are to report to work post hurricane when wind speeds are 35 mph or less

17.19.15.3 Do not enter the facility until it is free from hazards – debris, downed power lines, contaminants, gas leaks, structural damage, etc.

17.19.15.4 Clean-up begins after the "all clear" has been announced

17.19.15.5 Generators should be running, thermostats should be lowered to prevent mold growth ASAP

17.19.15.6 Assess, document and photograph any and all damages – determine if your area is safe to return to and return any concerns to Andy Thomson

17.19.15.7 MOLD GROWTH begins and is active between 24 & 48 hours of uncorrected damp/wet conditions – a mold assessment will be conducted by Andy Thomson if the situation warrants

17.19.15.8 Report all damage to Andy Thomson, Safety Director

17.19.15.9 Pump out standing water – empty containers filled with water

17.19.15.10 Administrative personnel – wear appropriate clothing/shoes for assisting with clean-up

17.19.15.11 Shop and yard personnel – wear uniforms if assigned

17.19.15.12 Adhere to all safety rules regarding curfews, traffic control as a result of power outages

17.19.15.13 Have your driver's license vehicle registration and proof of insurance with you at all times

17.20 **Hospital Information by County**

17.20.1 **Volusia County:**

17.20.1.1 **Florida Hospital Deland**

17.20.1.2 **www.fhdeland.org**

17.20.1.3 **701 W Plymouth Ave**

17.20.1.4 **DeLand, FL**

17.20.1.5 **(386) 943-4522**

17.20.1.6 **Florida Hospital Memorial Medical Center**

17.20.1.7 **www.floridahospitalmemorial.org**

17.20.1.8 **301 Memorial Medical Pkwy**

17.20.1.9 **Daytona Beach, FL**

17.20.1.10 **(386) 231-6000**

17.20.1.11 **Florida Hospital**

17.20.1.12 **www.floridahospital.com**

17.20.1.13 **1027 Town Center Dr**

17.20.1.14 **Orange City, FL**

17.20.1.15 **(386) 456-1200**

17.20.2 **Seminole County:**

17.20.2.1 **South Seminole Hospital**

17.20.2.2 **southseminolehospital.com**

17.20.2.3 **555 W State Road 434**

17.20.2.4 **Longwood, FL**

17.20.2.5 **(407) 767-1200**

17.20.2.6 **Central Florida Regional Hospital**

17.20.2.7 **centralfloridaregional.com**

17.20.2.8 **1401 W Seminole Blvd**

17.20.2.9 **Sanford, FL**

17.20.2.10 **(407) 321-4500**

17.20.2.11 **Oviedo Centra Care**

17.20.2.12 **centracare.org**

17.20.2.13 **8010 Red Bug Lake Rd**

17.20.2.14 **Oviedo, FL**

17.20.2.15 **(407) 200-2512**

17.20.2.16 **Florida Hospital-Altamonte**

17.20.2.17 **www.floridahospital.com**

17.20.2.18 **601 E Altamonte Dr**

17.20.2.19 **Altamonte Springs, FL**

17.20.2.20 **(407) 303-2200**

17.20.2.21 **Florida Hospital**

17.20.2.22 **www.fhsportsmed.com**

17.20.2.23 **711 E Altamonte Drive #200**

17.20.2.24 **Altamonte Springs, FL**

17.20.2.25 **(407) 303-5465**

17.20.3 **Brevard County:**

17.20.3.1 **Holmes Regional Medical Center**

17.20.3.2 **www.health-first.org**

17.20.3.3 **1350 S Hickory St**

17.20.3.4 **Melbourne, FL**

17.20.3.5 **(321) 434-7000**

17.20.3.6 **Parrish Medical Center**

17.20.3.7 **parrishmed.com**

17.20.3.8 **951 N Washington Ave**

17.20.3.9 **Titusville, FL**

17.20.3.10 **(321) 268-6111**

17.20.3.11 **Wuesthoff Medical Center-Melbourne**

17.20.3.12 **www.wuesthoff.com**

17.20.3.13 **250 N Wickham Rd**

17.20.3.14 **Melbourne, FL**

17.20.3.15 **(321) 752-1200**

17.20.3.16 **HealthSouth Sea Pines Rehabilitation Hospital**

17.20.3.17 **www.healthsouthseapines.com**

17.20.3.18 **101 E Florida Ave**

17.20.3.19 **Melbourne, FL**

17.20.3.20 **(321) 984-4600**

17.20.3.21 **Circles of Care Hospital**

17.20.3.22 **www.circlesofcare.org**

17.20.3.23 **400 E Sheridan Rd**

17.20.3.24 **Melbourne, FL**

17.20.3.25 **(321) 722-5200**

17.20.3.26 **Mima**

17.20.3.27 **www.mima.com**

17.20.3.28 **1223 Gateway Dr**

17.20.3.29 **Melbourne, FL**

17.20.3.30 **(321) 725-4500**

17.20.3.31 **Kindred Hospital Melbourne**

17.20.3.32 **www.khmelbourne.com**

17.20.3.33 **765 W NASA Blvd**

17.20.3.34 **Melbourne, FL**

17.20.3.35 **(321) 733-5725**

17.20.4 **Indian River County:**

17.20.4.1 **Indian River Medical Center**

17.20.4.2 **www.irmc.cc**

17.20.4.3 **1000 36th St**

17.20.4.4 **Vero Beach, FL**

17.20.4.5 **(772) 567-4311**

17.20.4.6 **Sebastian River Medical Center: Davidson-Jocko Dawn MD**

17.20.4.7 **www.sebastianrivermedical.com**

17.20.4.8 **13695 U.S. 1**

17.20.4.9 **Sebastian, FL**

17.20.4.10 **(772) 589-3186**

17.20.4.11 **HealthSouth Treasure Coast Rehabilitation Hospital**

17.20.4.12 **www.healthsouthtreasurecoast.com**

17.20.4.13 **1600 37th St**

17.20.4.14 **Vero Beach, FL**

17.20.4.15 **(772) 778-2100**

17.20.4.16 **Indian River Walk-in Clinic**

17.20.4.17 **www.indianriverwalkinclinic.com**

17.20.4.18 **652 21st St**

17.20.4.19 **Vero Beach, FL**

17.20.4.20 **(772) 978-1960**

17.20.4.21 **Urgent Care West**

17.20.4.22 **www.urgentcarewest.com**

17.20.4.23 **2050 40th Ave # 6**

17.20.4.24 **Vero Beach, FL**

17.20.4.25 **(772) 564-0175**

17.20.4.26 **First Help Urgent Care**

17.20.4.27 **verocare.com**

17.20.4.28 **777 37th St C-101**

17.20.4.29 **Vero Beach, FL**

17.20.4.30 **(772) 770-4690**

17.20.4.31 **Florida Eye Institute**

17.20.4.32 **fleye.com**

17.20.4.33 **2750 Indian River Blvd**

17.20.4.34 **Vero Beach, FL**

17.20.4.35 **(772) 569-9500**

17.20.5 **St. Lucie County Hospitals:**

17.20.5.1 **St. Lucie Medical Center**

17.20.5.2 **www.stluciemed.com**

17.20.5.3 **1800 SE Tiffany Ave**

17.20.5.4 **Port St Lucie, FL**

17.20.5.5 **(772) 335-4000**

17.20.5.6 **Lawnwood Pavilion Mental Health**

17.20.5.7 **www.lawnwoodmed.com**

17.20.5.8 **1860 N Lawnwood Cir**

17.20.5.9 **Fort Pierce, FL**

17.20.5.10 **(772) 466-1500**

17.20.5.11 **Martin Memorial Medical Group**

17.20.5.12 **1651 SE Tiffany Ave #101**

17.20.5.13 **Port St Lucie, FL**

17.20.5.14 **(772) 398-1800**

17.20.5.15 **Port St. Lucie Hospital, Inc.**

17.20.5.16 **www.portstluciehospitalinc.com**

17.20.5.17 **2550 SE Walton Rd**

17.20.5.18 **Port St Lucie, FL**

17.20.5.19 **(772) 335-0400**

17.20.5.20 **Martin Memorial Pediatrics**

17.20.5.21 **www.martinhealth.org**

17.20.5.22 **1095 NW St Lucie W Blvd #106**

17.20.5.23 **Port St Lucie, FL**

17.20.5.24 **(772) 785-5505**

17.20.5.25 **Premier Wellness Centers**

17.20.5.26 **premierwellnesscenters.com**

17.20.5.27 **10801 SW Tradition Pkwy**

17.20.5.28 **Port St Lucie, FL**

17.20.5.29 **(772) 345-3933**

17.20.5.30 **St. Lucie Medical Center: Birthing Center**

17.20.5.31 **www.stluciemed.com**

17.20.5.32 **1800 SE Tiffany Ave**

17.20.5.33 **Port St Lucie, FL**

17.20.6 **Martin County Hospitals**:

17.20.6.1 **Martin Medical Center**

17.20.6.2 **www.martinhealth.org**

17.20.6.3 **200 SE Hospital Ave**

17.20.6.4 **Stuart, FL**

17.20.6.5 **(772) 287-5200**

17.20.6.6 **Martin Health System**

17.20.6.7 **www.mmhs.com**

17.20.6.8 **2100 SE Salerno Rd**

17.20.6.9 **Stuart, FL**

17.20.6.10 **(772) 223-2300**

17.20.6.11 **Jupiter Medical Center Imaging**

17.20.6.12 **www.jupitermed.com**

17.20.6.13 **2055 Military Trail**

17.20.6.14 **Jupiter, FL**

17.20.6.15 **(561) 744-4414**

17.20.7 **Palm Beach County Hospitals**:

17.20.7.1 **Wellington Regional Medical Center**

17.20.7.2 **www.wellingtonregional.com**

17.20.7.3 **10101 Forest Hill Blvd**

17.20.7.4 **West Palm Beach, FL**

17.20.7.5 **(561) 798-8500**

17.20.7.6 **JFK Medical Center**

17.20.7.7 **5301 S Congress Ave**

17.20.7.8 **Atlantis, FL**

17.20.7.9 **(561) 965-7300**

17.20.7.10 **Palms West Hospital**

17.20.7.11 **13001 Southern Blvd**

17.20.7.12 **Loxahatchee, FL**

17.20.7.13 **(561) 798-3300**

17.20.7.14 **West Palm Hospital**

17.20.7.15 **www.westpalmhospital.com**

17.20.7.16 **2201 45th St**

17.20.7.17 **West Palm Beach, FL**

17.20.7.18 **(561) 842-6141**

17.20.7.19 **Kindred Hospital the Palm Beaches**

17.20.7.20 **www.khthepalmbeaches.com**

17.20.7.21 **5555 W Blue Heron Blvd**

17.20.7.22 **Riviera Beach, FL**

17.20.7.23 **(561) 840-0754**

17.20.7.24 **St. Mary's Medical Center**

17.20.7.25 **901 45th St**

17.20.7.26 **West Palm Beach, FL**

17.20.7.27 **(561) 844-6300**

17.20.7.28 **Palms West Hospital: Pediatrics**

17.20.7.29 **www.palmswesthospital.com**

17.20.7.30 **13001 Southern Blvd**

17.20.7.31 **Loxahatchee, FL**

17.20.7.32 **(561) 798-3300**

17.20.8 **Broward County Hospitals:**

17.20.8.1 **Broward Health Coral Springs**

17.20.8.2 **www.browardhealth.org**

17.20.8.3 **3000 NW 96th Ave**

17.20.8.4 **Coral Springs, FL**

17.20.8.5 **(954) 344-3000**

17.20.8.6 **Broward Health North**

17.20.8.7 **www.browardhealth.org**

17.20.8.8 **201 E Sample Rd**

17.20.8.9 **Pompano Beach, FL**

17.20.8.10 **(954) 941-8300**

17.20.8.11 **Westside Regional Medical Center**

17.20.8.12 **westsideregional.com**

17.20.8.13 **8201 W Broward Blvd**

17.20.8.14 **Plantation, FL**

17.20.8.15 **(954) 473-6600**

17.20.8.16 **Holy Cross Hospital**

17.20.8.17 **www.holy-cross.com**

17.20.8.18 **4725 N Federal Hwy**

17.20.8.19 **Fort Lauderdale, FL**

17.20.8.20 **(954) 771-8000**

17.20.8.21 **Miami Children's Hospital Dan Marino Center**

17.20.8.22 **www.mch.com**

17.20.8.23 **2900 S Commerce Pkwy**

17.20.8.24 **Weston, FL**

17.20.8.25 **(954) 385-6200**

17.20.8.26 **Northwest Medical Center**

17.20.8.27 **www.northwestmed.com**

17.20.8.28 **2801 N State Road 7**

17.20.8.29 **Margate, FL**

17.20.8.30 **(954) 974-0400**

17.20.8.31 **Memorial Hospital West**

17.20.8.32 **www.memorialwest.com**

17.20.8.33 **703 N Flamingo Rd**

17.20.8.34 **Pembroke Pines, FL**

17.20.8.35 **(954) 436-5000**

17.20.9 **Orange County Hospitals:**

17.20.9.1 **Florida Hospital Celebration Health**

17.20.9.2 **www.celebrationhealth.com**

17.20.9.3 **400 Celebration Pl**

17.20.9.4 **Kissimmee, FL**

17.20.9.5 **(407) 764-4000**

17.20.9.6 **Health Central Hospital**

17.20.9.7 **www.healthcentral.org**

17.20.9.8 **10000 W Colonial Dr**

17.20.9.9 **Ocoee, FL**

17.20.9.10 **(407) 296-1000**

17.20.9.11 **Arnold Palmer Hospital for Children**

17.20.9.12 **orlandohealth.com**

17.20.9.13 **92 W Miller St**

17.20.9.14 **Orlando, FL**

17.20.9.15 **(407) 649-9111**

17.20.9.16 **Florida Hospital East Orlando**

17.20.9.17 **www.floridahospitaleast.com**

17.20.9.18 **7727 Lake Underhill Rd**

17.20.9.19 **Orlando, FL**

17.20.9.20 **(407) 303-8110**

17.20.9.21 **Dr. P. Phillips Hospital**

17.20.9.22 **www.orlandohealth.com**

17.20.9.23 **9400 Turkey Lake Rd**

17.20.9.24 **Orlando, FL**

17.20.9.25 **(407) 351-8500**

17.20.9.26 **Florida Hospital Home Care**

17.20.9.27 **www.floridahospital.com**

17.20.9.28 **600 Courtland St**

17.20.9.29 **Orlando, FL**

17.20.9.30 **(407) 691-8202**

Section 18 – Motor Vehicles – General Overview

18. Unsafe operation of motor vehicles and mobile equipment, on and off public roads, has the potential to cause serious harm to death to employees, other motorists, and/or the general public. For this reason we have adopted certain policies meant to ensure the protection of individuals provided that such policies are followed. The most basic of these policies states that the use of a company owned vehicle is restricted to Johnson – Davis licensed drivers during the performance and scope of their job while carrying out official company business, unless otherwise authorized by the company's management.

18.1 Driving rules

18.1.1 Only licensed drivers placed on the company driver's list by the Human Resources Director may drive or otherwise operate company owned vehicles.

18.1.2 Employee family members or other acquaintances are not allowed to drive or operate company vehicles under any circumstances.

18.1.3 Company Vehicles are to be driven only by persons who are properly licensed for the type of vehicle being used. Human Resources must verify that the employee has a valid driver's license.

18.1.4 Employees must promptly notify Human Resources if their driver's license is revoked, suspended or restricted in any way.

18.1.5 Persons under the influence of alcohol or drugs must not operate a Company Vehicle. Under no circumstances are illegal drugs or alcohol allowed in a Company Vehicle.

18.1.6 No Company Vehicle will be parked at a tavern or bar; unless, it is the only satisfactory place in the area to park and the employee is there for the sole purpose of parking near a work site.

18.1.7 Seat belts and/or shoulder belts are to be used by the driver and all passengers while the Company Vehicle is in operation.

18.1.8 Do not exceed the legal maximum number of passengers as specified by the manufacturer.

18.1.9 Company Vehicles are not to be loaned to or operated by persons who are not a current employee of Johnson - Davis.

18.1.10 Under no circumstance is an employee to have in his or her possession a firearm, of any kind, on the job in a Company Vehicle.

18.1.11 Company Vehicles are to be kept clean and in good mechanical condition at all times. Any Company Vehicle having mechanical defects affecting the safe operation of the vehicle must be taken out of service until repaired.

18.1.12 Roadside Safety Equipment kits, as described below, are provided for each Company Vehicle and are to be utilized in the event an accident, breakdown or other problem occurs where the vehicle cannot be removed from traffic hazards. The following safety equipment must be in the vehicle at all times, maintained, and in good working order:

18.1.12.1 Fire extinguisher

18.1.12.2 First Aid Kit

18.1.12.3 Company emergency number visor card

18.1.12.4 Spare tire and jack

18.1.12.5 Safety reflectors

18.2 Basic Safety Rules to follow

18.2.1 DO EVERYTHING WITHIN YOUR POWER, CONTROL AND ABILITY TO AVOID A COLLISION WHENEVER POSSIBLE.

18.2.2 Do not make U-turns on main or secondary roads no matter what the traffic conditions appear to be. Whatever accident occurs between two vehicles, the U-turning vehicle is primarily at fault.

18.2.3 Due to Florida state law, headlights must be on whenever it is raining.

18.2.4 Whenever possible, vehicles must be backed into parking spaces. This eliminates the hazard of backing into traffic when leaving the parking space.

18.2.5 Before going to a remote area, make sure the fuel tank is full.

18.2.6 Do not operate any other equipment while driving, e.g. laptop or mobile phone. (Refer to company cellphone/electronic device policy).

18.2.7 Ensure all equipment is properly secured before driving.

18.2.8 Lock the Company Vehicle when parked, even when the employee operator is nearby or the duration away from the Company Vehicle is short.

18.2.9 Make sure the windows and mirrors are clear before driving.

18.2.10 Per the Vehicle Inspection and Maintenance Checklist, employees must perform daily vehicle inspections. This form must be turned in to their Superintendent on a weekly basis. Superintendents must send them to the Fleet Manager weekly.

18.2.11 It is the driver's responsibility to ensure the vehicle has a current registration and state insurance card prior to operating.

18.3 Accident / Incident Reporting

18.3.1 Report all vehicle accidents as soon as safely possible to the appropriate police department crash investigation unit by calling 911.

18.3.2 Wherever possible without creating a danger to others, leave vehicle in its accident resting position until authorities arrive and advise you to move it if possible.

18.3.3 Take multiple photos of the scene to ensure all the details are captured;

18.3.3.1 Vehicle positions

18.3.3.2 Traffic signals

18.3.3.3 Speed limit signage

18.3.3.4 Positions of other vehicles

18.3.3.5 Weather conditions

18.3.4 Use the company motor vehicle incident visor reporting card to report an incident.

18.3.5 Do not stop calling numbers from the list until you have connected verbally with someone on the other end of the phone.

18.3.6 Report all injuries, accidents, equipment damage, theft, vandalism or property damage, no matter how small

18.3.7 Never go to your own doctor for injuries suffered during work – this tells us that the injury may not have occurred at work

18.3.8 Do not go to a company worker's comp clinic without reporting the injury and receiving direction to go

18.3.9 Do not "wait and see" with injuries. If you do not report a work related injury, your claim for it could be denied.

18.3.10 Fill out all reports COMPLETELY. Do not skip or omit any information.

18.3.11 Seek out the assistance of your Superintendent to help fill out reports. All Superintendents must sign off on all incident reports.

18.4 CDL drivers

18.4.1 CDL licensed drivers are responsible for adhering to all local, state, and federal laws applied to commercial motor vehicles in the state of Florida.

18.4.2 No CDL driver will be expected to drive any company vehicle that they determine not to be in compliance with motor vehicle standards for operability.

18.4.3 Medical cards are tied to CDL licensure in Florida; therefore it is the responsibility of the driver to maintain their CDL medical card in compliance with the law.

Section 19 – Work Zone Traffic Control – General Guidelines

19. Controlling the vehicular traffic and pedestrian flow through our working job sites is essential for the safe continuation of everyday activities by the public as well as our employees. Employees must be trained on flagging, but must also be trained on recognizing hazards that could endanger the safety of employees within the work zone who are reliant on the established zone for their safety. All though flagging and signage are the cornerstones of work zone safety, awareness of the world around us while in a temporary zone is critical to protecting ourselves.

19.1 General requirements

19.1.1 Flagger safety relies on the following guidelines;

19.1.1.1 Ensure that all flag persons have completed the Flag Person Certification Course and understand the requirements of this section prior to flagging traffic.

19.1.1.2 Ensure that required advance warning signs precede flagger stations.

19.1.1.3 Provide flag persons with clean drinking water at their flagging station when the flagger is to be stationed for longer than 30 minutes.

19.1.1.4 Ensure that signaling directions by flag persons conform to the directions described in Chapter 6E, “Flagger Control”, of the Manual of Uniform Traffic Control Devices (MUTCD) – the federal guidance document on flagging operations.

19.1.1.5 Ensure that flags are used to direct traffic only during an emergency.

19.1.1.6 Ensure that flag persons use a legible, 24 inch STOP/SLOW paddle mounted on a 7 foot PVC pole for hand signaling. Red lights may be used in periods of darkness.

19.1.1.7 Ensure that the flagger’s station is illuminated to the point that the flag person is visible to oncoming traffic when the flagger’s station is in darkness.

19.1.1.8 Provide flag persons with a minimum of DOT Class 2 reflective vest and hard hat while flagging and ensure that this safety equipment is used. Flaggers must wear a DOT Class 3 reflective vest for night flagging operations.

19.1.1.9 Ensure that flag stations are set up far enough ahead of the work space so that approaching traffic has sufficient distance to stop before entering the work zone.

19.1.1.10 Ensure that flag persons are positioned such that they are not trapped by a fixed object/objects that would not allow for quick movement in the event of a distracted motorist threatening the station.

19.1.1.11 Position flag persons on the shoulder of the road, adjacent to the traffic being controlled or in a barricaded area.

19.1.1.12 Allow flag persons to stand in the lane being used by moving traffic only after the traffic has stopped. When traffic has stopped, the flag person may stand in the traffic lane to be visible to drivers.

19.1.1.13 Ensure that flag persons stand alone to allow optimum visibility to oncoming traffic. Do not allow other employees or persons to stand or congregate at the flagging station.

19.1.1.14 Instruct flaggers to stand in the most open area possible to enhance their visibility to oncoming motorists.

19.1.1.15 Ensure that flag persons do not leave their flagging stations unless relieved by another trained flag person or in the event of an emergency.

19.1.1.16 Provide flag persons with a horn, whistle, or other sounding device to warn workers of approaching dangers, such as out of control vehicles.

19.2 Traffic control Plans

19.2.1 All projects must have a Traffic Control Plan (TCP) to address the specific traffic hazards associated with each project as well as the flow considerations of the municipality. Johnson – Davis Project Managers, working in conjunction with clients and company Superintendents, will develop TCP's for each project prior to proceeding with work. The specific details of each TCP will be outlined at the company in-house project meeting prior to mobilization.

19.2.2 Refer to the Florida State design standards for scenario specific requirements and standard approved device dimension and placement.

Section 20 – Closing Statement

Whenever we ask ourselves why we do what we do at work, the answer is most often related to getting to a happier place – enjoying family or friends, hobbies, or something similar. On this one point there is absolute agreement between government agencies, employers and employees alike. In regard to safety and how to go about "being the safest possible company we can be", many different people have widely different opinions on how best to get to that place.

When many different opinions are mixed together, we often get opinions on "what is safe and what is not safe". In training classes here at Johnson – Davis, the question of "safe vs. compliant" is always discussed. The word "safe" describes a state of being free from adverse risk. The word "compliant" describes a state where established guidelines (rules) have been met.

Our job at Johnson – Davis is to provide the safest possible work environment possible, in full compliance with federal, state, municipal, and client safety regulations. We do this not simply to follow rules, but to achieve the one thing from the first paragraph that we all agreed was most important to us – enjoying the best quality of life possible.

Now let's look at "safe vs. compliant" again. When we consider that the word "safe" is an opinion, there could be many different degrees of safety depending on who is making the observation. In compliance, one set of guidelines is met, and once these have been met – safety is virtually guaranteed.

This is why we here at Johnson – Davis do what we do for safety – because the best and most accepted way to get to the quality of life that we are seeking is to follow the guidelines that we have been given to the best of our ability to ensure the best quality of life for employees and their families.

APPENDIX 1 – Johnson – Davis Weekly Safety Meeting Sample

Weekly Safety Meetings

Johnson – Davis Inc. weekly safety meeting for March – 2015 (Week #4 FIELD & SHOP)

Job Planning

"Job Planning" is a big topic. The most valuable way to pre-plan for a job is first to remember what each of us has under own span of control every day. Within each job description there are a different set of job planning goals, and everyone's goals should overlap in coverage of the more important categories.

Everyone has safety and risk responsibilities, from estimating all the way through to backfilling, paving and sod work when completing the job.

Because everyone has safety and risk responsibilities, EVERYONE must be planning for safety along with the other parts of any job.

When you take a look at it logically, this makes some pretty good sense – doesn't it? What is even better is that safety planning is one of the easiest parts of job planning – so long as it is done when it should be done – after planning every other detail of the work. This is where many people and companies fail in the process. You can't know what you need safety planning for until you have the list of steps that you will be taking to perform the work, so safety planning must come after figuring this part out and before beginning the actual work.

In realizing the right sequence of steps, it's no wonder that safety pre-planning gets missed…we gear up and then start working, believing that since we know how to do the work that anything bad that happens is an "accident". If you plan for safe work, there are fewer incidents. An "accident" is what happens when a hazard or hazards go unrecognized or unplanned for and create injury or damages. There will almost always be "incidents" that we cannot plan for, but "accidents" almost always have a cause that should have, or could have been recognized before they happen.

There is an old saying that says, "You can't know what you don't know". While this is true, and more importantly, BECAUSE it is true, we have no one to blame but ourselves if we fail to plan for the things that may happen while we are doing what we do know how to do.

We will be doing some meaningful work on this in 2015! So remember, plan for, then have a safe day!

Job Name/Location_____ Meeting Date_____

Supervisor_____

Attendees:

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

APPENDIX 2 – Johnson – Davis Pre-Job Safety Meeting Form

Johnson – Davis Inc.

Daily Job Hazard Analysis

(To be completed before each job after crew is safely within work zone, BEFORE WORK COMMENCES)

DATE_____ FOREMAN_____ JOB #_____

LOCATION_____

CREW MEMBERS (PRINT): _____ _____ _____

_____ _____ _____ _____

JHA Completion Instructions:

1. ALL CREW MEMBERS IDENTIFY MULTIPLE HAZARDS IN THE WORK AREA(S)
2. JHA Leader - LIST hazards that could result in injury
3. JHA Leader - LIST potential injuries that could result from hazard
4. JHA Leader, with input from ALL crew - LIST steps taken to eliminate or significantly reduce the hazard

HAZARDS IDENTIFIED	POTENTIAL INJURIES FROM HAZARD	STEPS TAKEN TO ELIMINATE/REDUCE

A new JHA should be created during the same work day if the site hazards change dramatically or a different job is started where the hazards are significantly different from those identified previously.

Job Superintendent_____ Date_____

Safety Director_____ Review Date_____

Johnson – Davis JHA rev 0 - 12/31/2014

JOHNSON-DAVIS INC.

Site Specific Health and Safety Plan

PROJECT TITLE
PROJECT LOCATION
CITY AND STATE

PREPARED FOR

CUSTOMER NAME HERE

AND
Johnson – Davis Inc.

HEALTH AND SAFETY FOR OPERATIONS PERSONNEL

PREPARED BY

Johnson – Davis Incorporated
Health & Safety Department
604 Hillbrath Drive
Lantana, Florida 33462

DATE PREPARED: XX/XX/XX
REVISION DATE: XX/XX/XX
REVISION NUMBER: 00
JOHNSON - DAVIS JOB NUMBER: XXX-XXXX

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Section 1 - EMERGENCY CONTACT LIST

COMPANY PERSONNEL

1. Name, Title
   Office: xxx-xxx-xxxx, xXXX
   Mobile: xxx-xxx-xxxx

2. Name, Title
   Office: xxx-xxx-xxxx, xXXX
   Mobile: xxx-xxx-xxxx

3. Name, Title
   Office: xxx-xxx-xxxx, xXXX
   Mobile: xxx-xxx-xxxx

CUSTOMER MANAGEMENT PERSONNEL

1. Name, Title
   Office: xxx-xxx-xxxx, xXXX
   Mobile: xxx-xxx-xxxx
   Other xxx-xxx-xxxx

OWNER REPRESENTATIVE PERSONNEL

1. Name, Title
   Office: xxx-xxx-xxxx, xXXX
   Mobile: xxx-xxx-xxxx
   Other: xxx-xxx-xxxx

PRIME CONTRACTOR

1. Name, Title
   Office: xxx-xxx-xxxx, xXXX
   Mobile: xxx-xxx-xxxx
   Other: xxx-xxx-xxxx

SITE PLANT PERSONNEL

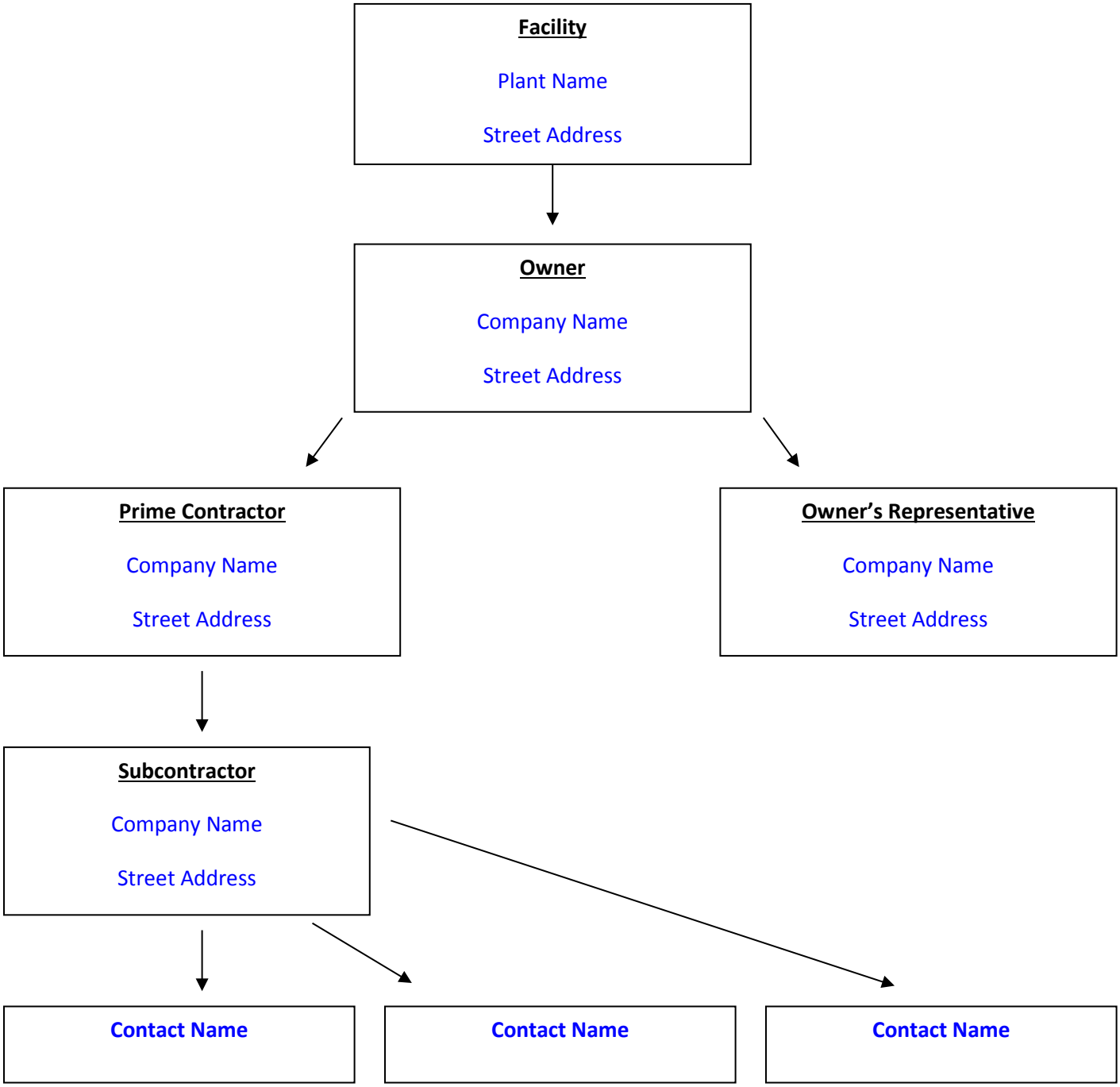
1. Plant Security xxx-xxx-xxxx, xXXX
2. Plant Medical xxx-xxx-xxxx, xXXX
3. Plant Supervisor(s) xxx-xxx-xxxx, xXXX

EMERGENCY NUMBERS

1. Ambulance/Fire/Police 911
2. Nearest Hospital (ER) xxx-xxx-xxxx
3. Nearest Medical Clinic (non-ER) xxx-xxx-xxxx
4. Poison Control Center 800-764-7661
5. USEPA National Response Center 800-438-2427
6. Center for Disease Control 404-488-4100
7. Chemtel 800-255-3924
8. Florida State EPA Emergency # 800-245-2010

Section 2 - PROJECT ORGANIZATIONAL CHART

PROJECT NAME HERE



Section 3 - MAPS AND ROUTES FOR SITE, HOSPITAL AND CLINIC

1. **Job Site Map:** **Project Name/Location Here**
2. **Nearest Hospital Map (Emergency Care):** **Hospital Name Here**
3. **Nearest Medical Clinic (Non-Emergency Care):** **Clinic Name Here**
4. **Route to Hospital**
5. **Route to Clinic**

Maps and routes to be placed behind this sheet

Section 4 - SITE SPECIFIC HEALTH AND SAFETY PLAN

POLICY:
It is the policy of Johnson – Davis Inc. to provide as safe and hazard-free a workplace for its employees as is reasonably feasible. To this end, Johnson – Davis Inc., in concert with employees, will seek to comply with applicable standards promulgated pursuant to the Occupational Safety and Health Act and other Federal and State regulations.

As the most important component of any safety policy is implementation, it is the intent of Johnson Davis Inc. to communicate the contents of this program to its employees. In turn, all employees are expected to comply with this document.

GOAL:
The goal of this HASP is to reduce, eliminate and/or address real or potential hazards that exist at this site under the current scope of services. If any employee feels this HASP does not strive and/or meet such expectations, they are obligated to express their concerns freely with the HASP Administrator(s).

INITIAL SITE SPECIFIC HEALTH AND SAFETY PLAN ORIENTATION:
All employees directly affected by this HASP will receive and initial HASP orientation, consisting of the review of this plan and all appropriate attachments. Employees will acknowledge this orientation by signing the 'Site Specific Health and Safety Plan Acknowledgement Log'.

AMENDING THIS HEALTH AND SAFETY PLAN (HASP):
This HASP may only be amended by and in conjunction with the Health and Safety Director, the Project Superintendent and the Site Safety Officer. All amendments must be approved by the Safety Director. Amendments will be warranted as the scope of services change and the review of the Hazard Analysis Work Plan allows.

This HASP is a 'living' document, subject to modification and continuous improvement. When revised, the HASP will be reviewed with all appropriate employees at the beginning of the workday the revised HASP is to be implemented.

HASP ADMINISTRATOR(S):
Andy Thomson – Safety Director
Office: (XXX) XXX-XXXX, xXXX
Mobile: (XXX) XXX-XXXX

Employee Name, Project Superintendent
Office: (XXX) XXX-XXXX, xXXX
Mobile: (XXX) XXX-XXXX

Employee Name, Site Safety Officer
Office: (XXX) XXX-XXXX, xXXX
Mobile: (XXX) XXX-XXXX

Section 5 - SCOPE OF SERVICES

[ENTER THE SPECIFIC SOS FOR THIS PROJECT BELOW. THE SOS MAY BE ITEMIZED BY INDIVIDUAL TASKS FOR LARGE SCALE, MULTIPHASED PROJECTS, OR THE SOS MAY BE REPRESENTED AS ONE LARGE TASK FOR SMALL SCALE, SINGLE PHASED PROJECTS.]

Section 6 – HAZARD ANALYSIS WORK PLAN(S)

Note: A Hazard Analysis Work Plan will be prepared for all task-specific activities that present unreasonable chemical or physical hazards. Weekly Tool Box Meetings will be given with crews respective to these plans. All employees participating in the weekly Tool Box Meetings will sign-in on the Weekly Tool Box Meeting Log which accompanies the meeting text.

	TASK	JOB HAZARD ANAYLSIS (JHA) NO.
1.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
2.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
3.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
4.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
5.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
6.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
7.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
8.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
9.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]
10.	[ENTER TASK HERE]	[ENTER JHA NO. HERE]

Section 7 - APPLICABLE COMPANY 'SUGGESTED OPERATING GUIDELINES' (SOGs):

( ) THE FOLLOWING COMPANY SOG's ARE ATTACHED TO THIS SITE SPECIFIC HEALTH AND SAFETY PROGRAM

( ) THE FOLLOWING COMPANY SOG's ARE REFERENCED HERE AND ARE LOCATED WITHIN THE COMPANY 'HEALTH AND SAFETY PROGRAM' HSE MANUAL

ATTACHED GUIDELINES

( ) ACCIDENT REPORTING AND INVESTIGATION

( ) BLOODBORNE PATHOGENS

( ) CONFINED SPACE ENTRY

( ) EMERGENCY PREPAREDNESS

( ) EMPLOYEE UNIFORM RULES AND REGULATIONS

( ) EXCAVATION AND TRENCHING

( ) FALL PROTECTION

( ) HAZARD COMMUNICATION

( ) HEARING CONSERVATION

( ) LEAD ABATEMENT/COMPLIANCE

( ) LOCK-OUT/TAG-OUT

( ) PERSONAL/CHEMICAL PROTECTIVE EQUIPMENT

( ) RESPIRATORY PROTECTION

( ) [RESERVED]

( ) [RESERVED]

Section 8 – HAZARD COMMUNICATION PROGRAM & APPLICABLE MATERIAL SAFETY DATA SHEETS:

The Johnson – Davis Inc. Hazard Communication Program document and accompanying MSDS sheets (incorporated by reference) are contained in a binder carried by all Forepersons of the company in their assigned Johnson – Davis vehicle. Any site specific hazardous chemical not a part of the Johnson – Davis Hazard Communication Program shall be listed below under "Chemicals of Concern on Site" and MSDS sheets supplied to the Safety Director for incorporation in the company Hazard Communication Program manual. Any additions to the below lists will automatically necessitate the dissemination of MSDS information to crews through a site specific HASP orientation and/or through the Weekly Safety Meetings.

Chemicals Supplied/Used	**Notes (Date of site usage)**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. [RESERVED]	

Chemicals of Concern on Site	**CAS No. or Other Reference**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. [RESERVED]	

PROJECT NAME: _____ **PAGE** _____ **OF** _____

Section 9 - SITE SPECIFIC HEALTH AND SAFETY 'ACKNOWLEDGEMENT' LOG

By signing this log, the individual is acknowledging that they have received instructions and have satisfied themselves as to the nature of the work at hand as presented and discussed in this site specific health and safety plan.

PRINTED NAME	SIGNATURE	Last 4 Digits SS#	COMPANY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ _____ _____

Health and Safety Rep **Signature** **Date**

PROJECT NAME: _____ **PAGE** _____ **OF** _____

Section 10 – JOB SITE VISITOR'S LOG

Johnson Davis Inc. **Page: _____ of _____**

JOB SITE VISITOR'S LOG **Day: _____**

Job Number: **Date: _____**

Project Name:

No.	Printed Name	Signature	Company	Time
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

Section 11 – WEEKLY TOOLBOX METING RECORD

Johnson – Davis Inc. **Page: _____ of _____**

Weekly Safety Toolbox Meeting **Day: _____**

Job Number: **Date: _____**

Topics:

Project Name:

No.	Printed Name	Signature	Employee #	Company
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

Issues Discussed:

1 Slip, Trip and Fall Concerns [ ]: _____

2 General Housekeeping [ ]: _____

3 Personal Protective Equipment [ ]: _____

4 Site Communications [ ]: _____

5 Emergency Procedures [ ]: _____

6 Employee Conduct [ ]: _____

7 Working around Mechanical Equipment [ ]: _____

8 Confined Space Entry [ ]: _____

9 Physical Hazards [ ]: _____

10 Chemical Hazards [ ]: _____

11 Lighting Issues [ ]: _____

12 Decontamination Issues [ ]: _____

13 _____ [ ]: _____

14 _____ [ ]: _____

15 _____ [ ]: _____

16 _____ [ ]: _____

This days work at hand [ ]: _____

_____

_____

_____

_____

_____

_____ _____ _____

Instructors Name Date Instructors Signature

APPENDIX 4 – Davis Activity Hazard Analysis

JOHNSON-DAVIS INC.

Activity Hazard Analysis

Project Name: _____ Project Number: _____ Date: _____

Location: _____ Company: _____ Submitted By: _____

Note: AHA must be reviewed and updated to current conditions and scope monthly (every 30 days).

Site Specific Locations:		Unit #		Area			
Page	of	AHA#	Date:	New	Revised	Reason for revision:	
Job Description:							
Foreman:		Comp. Person:		Superintendent:		G.C. Submittal? Yes No	
Safety Representative Approval:							
Plans & Permits Required	Hot Work Confined Space LOTO Excavation Critical Lift Fall Protection Water Discharge Other:_____	Supporting Documentation	1. 2. 3. 4. 5. 6. 7. 8.				

Step / Sequence of Task(s)	Potential Hazards	Recommended Controls, Inspection Requirements, Training and / or Equipment

APPENDIX 5 – Subcontractor Safety Pre-qualification

JOHNSON-DAVIS INC.

Subcontractor Prequalification

1.0 Purpose

1.1 The purpose of this policy and procedure is to establish the minimum criteria necessary to ensure that contractors hired by Johnson - Davis Inc. are capable of fulfilling contract obligations in conformance with all federal, state, local, and Johnson - Davis safety, health, and environmental regulations as well as meeting minimum indemnification and insurance requirements. Contractor compliance will be accomplished through initial selection and work performance audit criteria outlined in this document.

2.0 Scope

2.1 This policy and procedure applies to all contractors who are actively engaged in work on behalf of Johnson – Davis Inc., either self-directed or fully directed by Johnson – Davis Inc.

3.0 Definitions

3.1 **Contractor** – Any person or business entity that is not an employee or entity of Johnson - Davis Inc. that has, or intends to provide services to Johnson - Davis Inc. pursuant to a contractual agreement.

3.2 **Contract Coordinator** – Any Johnson - Davis Inc. employee who is designated to engage and monitor contractor work or who otherwise has authority to direct contractor operations on behalf of the company.

4.0 General Requirements

4.1 Contractor Selection and Qualification

4.1.1 Contractors shall be reviewed, selected, and retained based on their ability to conduct business in a manner that complies with all federal, state, local, and Johnson - Davis Inc. minimum standards. A portion of the basis for decisions to hire or retain contractors shall include evidence that the contractor is capable of ensuring full HSE and Johnson - Davis specified minimum indemnification insurance compliance. The extent of review shall be based upon the nature of services to be provided, including review of the contractor's HSE policies, statistics, training, HSE work related history and major lines of insurance.

4.1.2 Contractors new to Johnson - Davis shall require a prior work history review. Criteria to be reviewed shall include:

- 4.1.2.1 Lost Work Day Case Rate (LWDC)
- 4.1.2.2 Total OSHA Recordable Injury Incident Rate (TRIR)

4.1.3 A documentation review will be performed to verify that the potential contractor has the following:

- 4.1.3.1 A documented HSE program
- 4.1.3.2 Documented HSE training
- 4.1.3.3 A documented work site audit program
- 4.1.3.4 Workplace incident statistics at or below the average for their industry

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4.1.3.5 No unresolved history of HSE regulatory action

4.1.3.6 A documented process for managing HSE incidents in the workplace

4.1.3.7 Current general liability and casualty certificates of insurance naming Johnson – Davis as additionally insured sufficient for project

4.1.4 Contractors failing to meet all of the above criteria should be considered only as "unqualified bidders" until failed criteria have been satisfactorily resolved. Specified insurance minimums will be addressed prior to entry into standard Johnson – Davis subcontract agreements.

4.2 Performance

4.2.1 The failure of a contractor actively engaged in work under contract with Johnson - Davis to meet and adhere to outlined risk & HSE policies and procedures shall be addressed as necessary to prevent recurrence up to and including termination of contract services.

4.2.2 Any Johnson - Davis or contractor employee is authorized to make an informed and qualified decision to stop any activity that presents a danger to personnel. The activity may not be resumed until the risk or HSE issue has been addressed and the workplace is deemed safe.

5.0 Responsibilities

5.1 It shall be the responsibility of each Contract Coordinator/ Project Manager to ensure that:

5.1.1 Applicable current safety and indemnification information is provided for review prior to securing a contract

5.1.2 Johnson - Davis HSE is informed of new contractor work scope, applicability and scheduling for HSE auditing purposes

5.2 It shall be the responsibility of the Johnson - Davis HSE department to ensure that:

5.2.1 Support is given to the Contract Coordinator/ Project Manager when needed by facilitating a review of the contractor's HSE program and performance, and guidance is provided on specific HSE information needed based on job requirements

5.2.2 Requested and periodic audits of contractor HSE performance are completed

6.0 Appendix

6.1 Appendix A – Contractor Safety Questionnaire

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JOHNSON-DAVIS INC.

APPENDIX A

SPECIFIC WORK LOCATION _____

NOTE: SAFETY INFORMATION MUST BE COMPLETED AND SUBMITTED BY ANY CONTRACTOR INTERESTED IN PERFORMING WORK FOR JOHNSON – DAVIS INC. CONTRACTOR SAFETY PROGRAMS ARE SUBJECT TO REVIEW BY JOHNSON – DAVIS INC. MANAGEMENT AT ANY TIME INCLUDING, BUT NOT LIMITED TO, PRIOR TO CONTRACT EXECUTION. PERIODICALLY, JOHNSON – DAVIS INC. MAY REQUEST ADDITIONAL OR NEW SAFETY AND HEALTH RELATED INFORMATION FROM CONTRACTORS.

CONTRACTOR SAFETY QUESTIONNAIRE

Contractor Company Name:

Address: _____ City _____ State_____ Zip Code _____

Any Previous Company Name and Address

Safety Contact: _____Prepared by: _____

Phone Number: _____Fax Number: _____

CHECK THE TYPE/S OF WORK YOUR COMPANY PERFORMS:

_____ Painting/Abrasive Blasting _____ General Maintenance _____ Construction

_____ Mechanical _____ Telecommunications _____ Special Services

_____ Welding _____ Laborer _____ Electrical

_____ Heavy Equipment (Crane, etc.) _____ Other (Describe)

_____

_____

_____

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JOHNSON-DAVIS INC.

PLEASE ANSWER THE FOLLOWING QUESTIONS. (Note: Answers will be verified by audit.)

1. **SAFETY PERFORMANCE INFORMATION (INJURY/ILLNESS EXPERIENCE) FOR PREVIOUS THREE YEARS** (DO NOT INCLUDE CURRENT YEAR IN THESE NUMBERS.)

ITEM	20__	20__	20__
Number of Fatalities			
Number of Lost Workday Cases (LWCs)			
Number of TOTAL DAYS LOST from the above cases			
Number of Non-Lost Workday Cases Restricted Duty			
Number of Non-Lost Workday Cases Medical Treatment			
Number of TOTAL OSHA RECORDABLE Cases			
Number of TOTAL WORKHOURS (annual total)			
TOTAL RECORDABLE INCIDENT RATE (TRIR)			

$$\text{Total Recordable Injury Rate} = \frac{\text{Total \# of OSHA Recordable} \times 200{,}000}{\text{Total \# of Employee Hours Worked}}$$

$$\text{Lost Time Recordable Injury Rate} = \frac{\text{Total \# of Lost Time Accidents} \times 200{,}000}{\text{Total \# of Employee Hours Worked}}$$

2. **Do you have a written safety program**.....Yes___ No___

3. **Have you submitted a copy of your written safety program to Johnson – Davis?**

Yes___ No___

4. **If "No" to number 2, please explain.**

_____

5. **Does your company have a written Management Safety Policy Statement that establishes responsibility and accountability for safety within your company?**.....Yes___ No ___

6. **Does your company have written SAFETY PROCEDURES specific to your type of work?**

Yes ___ No___

7. **Do you have one or more full time:**

Safety Professionals?.....Yes ___ No ___
Industrial Hygienists?.....Yes ___ No ___
Other Care Providers?.....Yes ___ No ___

JOHNSON-DAVIS INC.

8. Does your company provide NEW EMPLOYEE SAFETY ORIENTATION training? Yes __ No __

9. Does your company hold safety meetings and are they documented? Yes __No __

Please check all that apply: __daily tailgate/toolbox __ weekly __ bi-weekly __monthly __ less often

10. Does your company have a written emergency response plan for your employees?
Yes __No ___

11. Does your company have written accident reporting/investigation procedures?
Yes __No ___

12. ACCIDENT REPORTING/INVESTIGATION

(a) How are your employees notified of employee accidents and near misses?

_____

(b) What methods are used to notify/follow up with Employees?

_____

(b) How soon after an event do employees receive this notification?

_____

13. INSPECTIONS AND AUDITS

(a) Do you conduct job site safety and health inspections?.....Yes ___ No ___
(b) Do you conduct audits for written safety and health/training programs? Yes ___ No ___
(c) Are audit results and upgrades to programs documented?.....Yes ___ No ___

14. EQUIPMENT INSPECTIONS (Check one: _____applicable _____ not applicable.)

(a) Do you conduct inspections on operating equipment and tools (e.g. cranes, forklifts, power tools, hand tools etc.) and do you tag or repair as necessary prior to reuse?
Yes ___ No ___
(b) Do you maintain operating equipment as required by applicable safety regulations?
Yes ___ No ___
(c) Do you maintain appropriate inspection/maintenance records for equipment?
Yes ___ No ___

JOHNSON-DAVIS INC.

15. DRUG, ALCOHOL, FIREARM CONTROL

Does your company have an anti-alcohol/drug/firearm/weapons program?.....Yes ___ No ___
If yes, does your drug and alcohol program include the following?

Pre-Employment Testing	Yes ___	No ___
Reasonable Cause Testing	Yes ___	No ___
Post-Accident Testing	Yes ___	No ___
Random Testing	Yes ___	No ___
Return to Work Testing	Yes ___	No ___

16. Is SAFETY used as performance criteria for evaluating?

(a) Foremen	Yes ___	No ___
(b) Supervisors	Yes ___	No ___
(c) Management	Yes ___	No ___
(d) Subcontractors	Yes ___	No ___

17. EMPLOYEE SAFETY AND HEALTH TRAINING

Does your company provide safety and health training? Yes ___ No ___

Do your training records include the following?

(1) Employee identification	Yes ___	No ___
(2) Date of training	Yes ___	No ___
(3) Name of Trainer/Instructor	Yes ___	No ___
(4) Method used to verify understanding	Yes ___	No ___

How do you verify understanding? (Check all that apply)

(1) Written Test ___
(2) Oral Test ___
(3) Performance Test ___
(4) Other ___

Are your training records available for audit? Yes ___ No ___

18. PLEASE COMPLETE THE TRAINING SUMMARY TABLE ON PAGE 7 (SEE NEXT PAGE).

JOHNSON-DAVIS INC.

Training Summary Table

COMPLETE THE FOLLOWING SUMMARY TABLE OF SAFETY AND HEALTH TRAINING PROVIDED TO YOUR EMPLOYEES AS APPLICABLE. (Consideration of training should be applicable to the intended scope of work. (Not all items may be applicable)

TRAINING SUBJECTS	PROVIDED Yes/No/NA	FREQUENCY	RECORDS AVAILABLE? Yes/No
Bloodborne Pathogens			
Confined Space Entry			
Crane Certification			
DOT Drug and Alcohol Policy			
DOT Hazardous Materials			
Driving Safety (Classroom or Behind the wheel)			
Electrical Safety Related Work Practices			
Emergency Response Procedures			
Excavation Safety (includes Trenching/Shoring)			
Fall Protection: Walking/Working Surfaces			
Fire Safety (Prevention/Protection/Equipment)			
First Aid/CPR			
Forklift Certification			
General Housekeeping			
Hand Tools			
Hazard Communications (HAZCOM)			
Hazardous Waste Operations and Emergency Response (HAZWOPER)			
Hazard Recognition/Analysis and Near Miss Reporting			
Hearing Conservation Program			
Incident Reporting (Illness/Injury)			
Lockout/Tagout			
Materials Handling			
Personal Protective Equipment (Eye, Foot, Head, Hand)			
Personal Floatation Device (PFDs)/Life Saving Equipment-WATER OPERATIONS ONLY			
Power Operated Hand Tools/Grinders			
Respiratory Protection			
Scaffold Safety Training- User			
Scaffold Safety Training- Competent Person			
Stairway and Ladder Safety			
Hot Work			
Traffic Safety			
Personal Protective Equipment			

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JOHNSON-DAVIS INC.

Safety Qualification Score Sheet
(Johnson – Davis Internal Use Only)

Questionnaire:

_____
_____
_____

Numbered Questions:

1._____
2._____
3._____
4._____
5._____
6._____
7._____
8._____
9._____
10._____
11._____
12._____
13._____
14._____
15._____
16._____
17._____

Summary Table

_____
_____
_____

Subcontractor Qualified? **Yes_____ No_____**
Reason(s) for disqualification:

_____
_____

Additional Notes

_____
_____
_____
_____
_____
_____

Will we revisit after corrective actions?
Yes____ No____

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APPENDIX 6 – Johnson – Davis Site Safety Audit

JOB SITE SAFETY AUDIT FORM

Customer: _____ Date: _____ Time: _____

Job Location: _____ Facility: _____

Site Supervisor: _____ No. of People Observed: _____

Employee Names: _____

Auditor: _____

CATEGORY A
Workplace Environment

	Task/Category	Y	N	N/A
A1	Housekeeping			
A2	Communications			
A3	Emergency Plan (ID'd Med Serv.?)			
A4	Hazardous Materials			
A5	MSDS Available			
A6	Lighting			
A7	Noise			
A8	Temperature			
A9	Ventilation			
A10	Signed on to All Required Permits			
A11	Protects Area Below Overhead Work			
A12	Raises and Lowers Equipment Properly			

CATEGORY D
People

	Task/Category	Y	N	N/A
D1	Trained for assigned Job Task			
D2	Safety Talks			
D3	Following Job Policies and Procedures			
D4	Meeting Safety Rules			

CATEGORY B
Rules and Procedures

	Task/Category	Y	N	N/A
B1	Field Haz Assess.			
B2	Company Safety Guidelines Adequate for Task?			
B3	Company Safety Manuals Available			
B4	Lockout			
B5	Fall Control			
B6	Confined Space			
B7	Proper Use of Ladders			
B8	Scaffolds			
B9	Vehicle Inspection			
B10	Trenches			

CATEGORY E
Tools and Equipment

	Task/Category	Y	N	N/A
E1	Right for Job			
E2	Used Correctly			
E3	In Safe Condition			
E4	Guarding in place			
E5	Ergo Designed			
E6	GFCI's			
E7	Grounding			
E8	Material Handling			
E10	Personnel Lifts			
E11	DOT Fuel Cans			
E12	Proper Propane Storage			

CATEGORY C
Ergonomics

	Task/Category	Y	N	N/A
C1	Proper Posture for Task			
C2	Meet Lifting Guidelines			
C3	Vibration			
C4	Work Area Design			
C5	Awkward Postures			
C6	Excessive Force			

CATEGORY F
Personal Protective Equipment

	Task/Category	Y	N	N/A
F1	Safety Glasses			
F2	Face Shield			
F3	Hearing Protection			
F4	Gloves			
F5	Safety Shoes			
F6	Respirator			
F7	Apron			
F8	Chemical Suits			
F9	Hardhat			
F10	DOT Helmet for UTV			
F11	Welding Flash Screens			
F12	Reflective Vests			

Category ID	Safety Deviations Observed	Target Date	Responsibility Assigned To

Input/Comments

Commendable Safe Actions Observed

Describe Follow-up Actions Completed

Suggested Topics for Employee Discussion

1. Do you think this is a safe place to work?
2. Discuss any recent safety incidents or issues.
3. Who is primarily responsible for your safety?
4. What do you do to assure your personal safety?
5. If you saw a co-worker acting unsafely, what would you do?
6. Discuss "Behavior vs. Conditions"; opinion about % of each as causes of incidents
7. Safety Absolutes: ***"Safety is the Overriding Priority"*** and ***"All Accidents can be Prevented"***
   - Do you know these?
   - Do you believe these?
   - Do we act as though safety is the first priority?
8. Safety talks and procedures:
   - Do you receive a weekly safety talk from the company?
   - How is it presented?
   - Do you remember the subject of the last talk?
   - Are you familiar with all site specific safety rules?
   - Are there any job-specific safety procedures?
   - Do you know who the job site competent person for excavation is?
   - How could safety talks be more effective?

Competent Person Definition:

"Competent person" means "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them."

9. Lockout:
   - Do you have safety locks?
   - Do you use them? When?
   - Would you walk through the lockout procedure for your machine?
   - Discuss serious injury potential of lockout violations.
10. How can we improve?

Safety Auditor signature_____ Foreman Signature_____

APPENDIX 7 – Johnson – Davis Vehicle Visor Card

Johnson Davis Inc.
604 Hillbrath Drive
Lantana, Florida 33462
(561) 588 – 1170 Office
(561) 585 – 5252 Fax

MOTOR VEHICLE INCIDENT REPORTING PROCEDURE VISOR CARD

Any incident involving injuries or damaged vehicles will require a call to the safety department contact immediately

Motor Vehicle Accident: POST-INCIDENT PROCEDURE

When a motor vehicle accident happens, the involved employee, their Foreman and Supervisor shall proceed with the following steps to ensure proper reporting of any MVA (Motor Vehicle Accident).

Gather the following information:

1. Determine whether any injuries have occurred and ensure any injured employees receive immediate medical care. Call HR if medical care is required.
2. Call local police and/or 911 if necessary when an accident occurs between a Johnson – Davis owned vehicle and a member of the general public.
3. If accident is between two company vehicles – **call your Supervisor for guidance.**
4. Notify **your Supervisor** immediately and provide exact details of the incident and any surrounding factors.
5. If your supervisor cannot be reached, **call THE NEXT number on the provided list** until you reach a management level employee.
6. Obtain information from other driver(s) and witnesses. ***Use the Motor Vehicle Incident Report to gather pertinent information on the incident*** and surrounding factors.
7. Cooperate fully with law enforcement, but **do not** admit fault at the incident scene, even if you may feel you are at fault.
8. Take photographs of the incident scene and all involved vehicles.
9. Provide a copy of the police report and as many pictures of the incident scene as necessary to the Safety Director **AS SOON AS POSSIBLE. Fax – (561) 585 – 5252**
10. Drug testing must be performed – Call your supervisor for guidance on test location!

EMERGENCY CONTACT NUMBERS

NAME	CELL	OFFICE
Lantana Office	[redacted]	561-588-1170
SAFETY DEPARTMENT		
Andy Thomson	561-718-5770	Lantana, X304
OPERATIONS SUPPORT		
Robert Tomsik	561-718-4514	Lantana, X326
OPERATIONS		
Phil Cartales	561-718-4519	Lantana, X318
Leonard Dennis	561-718-5174	CONTACT CELL
Joe Bagford	561-722-1001	Lantana, X324
Kerry Jackson	561-718-4536	Lantana, X325
Edric Martin	561-718-4508	CONTACT CELL
Norm Weaver	561-718-3653	CONTACT CELL
HUMAN RESOURCES		
Ilene Passler	561-718-4533	Lantana, X307
QUICK WITNESS INFO - BEFORE PEOPLE LEAVE!		
LICENSE PLATE:	VEH MAKE/COLOR	NAME:
1.		
2.		
3.		
4.		
5.		
CONTACT NUMBERS FOR WITNESSES		
1.		
2.		
3.		
4.		
5.		

APPENDIX 8 – Johnson – Davis Equipment Safety Checklist

JOHNSON-DAVIS INC.

SAFETY INSPECTION CHECKLIST FOR CONSTRUCTION EQUIPMENT

Contractor:	Project No.:
Type of Equipment:	Equipment Number:
Date of Inspection:	
Inspected by: (Signature)	Approved by: (Signature)

	SHOVELS, PAVERS, SCRAPERS, LOADERS, DUMP TRUCKS, AND SIMILAR HEAVY EQUIPMENT	Yes	No	Action Taken
1.	Is emergency braking system on heavy duty haulage equipment capable of automatically stopping equipment upon failure in service brake system? Can system be manually operated from drivers position:			
2.	Are required rollover protection and seat belts provided on tractors, self-propelled pneumatic tired earthmovers, tank trucks and similar equipment?			
3.	Are belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains or other reciprocating or rotating parts adequately guarded?			
4.	Are all hot pipes and surfaces exposed to accidental contact suitably guarded or insulated?			
5.	Are fuel tanks located so that spills or overflows will not come in contact with engine, exhaust or electrical equipment?			
6.	Are exhausts and discharges so directed as not to endanger workmen or obstruct view of operator?			
7.	Are platforms, catwalks, steps, hand holds, guardrails and toeboards provided to assure safe footing and accessways?			
8.	Is adequate protection for operator provided against the elements, falling or flying objects, swinging loads, backlash of winch cables and similar hazards?			
9.	If equipment is to be operated on highways, is it equipped with turn signals?			
10.	Is all of the glass, which is installed in the operator's compartment safety glass?			
11.	Do all points requiring lubrication during operation have such fittings located or guarded in such manner that personnel servicing the equipment are protected from injury?			
12.	Do all modifications, extensions, replacement parts, and/or repairs to equipment maintain the minimum factor of safety as the originally designed equipment?			
13.	Are all sections of the boom constructed of the same size structural members?			
14.	Are any of the structural members bent or rusted, or do they otherwise show signs of damage?			
15.	Are hooks, shackles, rings, pad eyes, and other fittings in good condition?			
16.	Are fueling cans used with this equipment approved type safety cans?			
17.	Are adequate Class ABC fire extinguishers installed on the equipment charged and ready for use, suitably placed, and distinctly marked, and is accessibility to them no obstructed?			
18.	Are operators experienced and able to read and understand signs, notices, operating instructions and signal code to be used? a. Does he have any physical or emotional limitations? b. Are his vision and hearing good? c. Does he have a heart condition, epilepsy, or other ailment detrimental to safe operation of the equipment?			
19.	Performance Test. Prior to being placed in operation, all cranes, derricks, and other hoisting equipment will be given a performance test. This test will be the basis upon which the equipment is rated for the current contract. Particular attention shall be given that <u>under no circumstances will the maximum anticipated load used for computing performance test load exceed the manufacturer's rating.</u>			
20.	Are adequate guardrails provided around the skips of pavers, concrete mixers, and similar equipment? Guard is required for open end of skip.			
21.	Are all motor vehicles equipped as follows: a. Directional signal lights both front and rear? b. Two headlights: one on each side: one red taillight and one red or amber stop light <u>for operation between sunset and sunrise when applicable?</u>			
22.	Are brakes on wheeled equipment in good operating condition?			
23.	Are windshields on equipment provided with windshield wipers in proper operating condition?			
24.	Is glass in windshields, windows, and door safety glass?			
25.	Are all motor vehicles equipped with a speedometer, a fuel gauge and an adequate audible warning device?			

26.	Are running boards and steps of vehicles provided with non-slip surfaces?			
27.	Are dump bodies provided with hinged struts or other suitable devices for locking body in raised position?			
28.	Are tailgate dumping devices so arranged that operator will be in the clear while dumping load?			
29.	Is engine equipped with power-operated starting device in operative condition?			
30.	Are towing devices structurally adequate and properly mounted?			
31.	If equipment is to be operated on airfield landing areas, is it equipped with proper flags?			
32.	Are all self-propelled construction equipment except light service trucks such as panels, pickups, station wagons, crawler-type cranes, power shovels, and draglines equipped with a reverse signal alarm which will operate automatically when the vehicle moves in reverse and will give suitable audible sound alarm for the conditions and circumstances under which the equipment is operated?			
33.	Remarks:			
34.	Has all equipment on the site been inspected for loose or weak hydraulic connections, fluid contamination and company locks on fluid ports?			
35.	Are there any morning leak spots on the ground or other area that can be attributed to the equipment?			
36.	Are there petroleum product spill kit materials on site suitable in size to handle a 100% reservoir fuel or hydraulic oil spill?			
	NOTES ON EQUIPMENT CONDITION			

APPENDIX 9 – Shoring Tabulated Data Example

86 – 522

EFFICIENCY PRODUCTION, INC. America's Trench Box Builder® 685 HULL ROAD, MASON, MI 48854 PHONE (517) 676-8800	SERIAL NUMBER 148601	PAGE 1 OF 2 STEEL TRENCH SHIELD

MODEL: HDHT8-1028-24		5 PIPE "I"		MAX SPREADER LENGTH	12 FEET
KNIFE-EDGE	YES	FOAM FILLER	YES	COLLAR TYPE	7" O.D. x 3/4" WALL REINFORCED w/2" PIN HOLES
DATE OF MANUFACTURE	Mar-14	LIFT-LUG RATING	8,100 LBS	WEIGHT AS MANUFACTURED	23,320 LBS

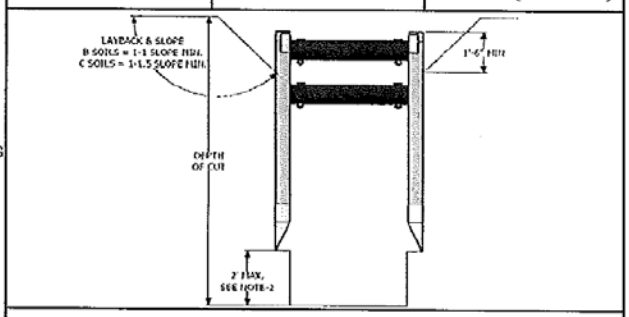
REFERENCE TO OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS, 29 CFR, NO 209, PART 1926, SUBPART P

SHIELD SIZE		PSF RATING	EXAMPLES OF MAXIMUM ALLOWABLE DEPTH OF CUT (FEET) IN SOIL TYPE TO BE EXCAVATED		
HEIGHT (FEET)	LENGTH (FEET)	MAXIMUM LATERAL EARTH PRESSURE CAPACITY AT TRENCH BOTTOM IN POUNDS PER SQUARE FOOT	TYPE B-45 (II) MEDIUM COHESIVE TO GRANULAR SOIL 45 PSF PER FT OF DEPTH	TYPE C-60 (III) SOFT COHESIVE TO SATURATED SOIL. 60 PSF PER FT OF DEPTH	TYPE C-80 (IV) SOFT SUBMERGED AND FLOWING SOIL. 80 PSF PER FT OF DEPTH
10	28	1440	32	24	18
			DESCRIPTION	DESCRIPTION	DESCRIPTION
			CLAY, WITH UNCONFINED COMPRESSIVE STRENGTH GREATER THAN 0.5 TSF BUT LESS THAN 1.5 TSF COHESIONLESS GRAVEL, SILT, SILT LOAM OR SANDY LOAM	SOFT COHESIVE SOIL UNCONFINED COMPRESSIVE STRENGTH GREATER THAN 0.2 TSF, BUT LESS THAN 0.5 TSF CLAY, SAND AND LOAMY SAND; SATURATED SOIL THAT IS STABLE, DRY SAND, OR DEWATERED SOILS	SOFT COHESIVE SOIL UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.2 TSF. FRACTURED ROCK THAT IS NOT STABLE, OR SUBMERGED SAND AND LOAMY SAND THAT IS FLOWING. (SEE NOTE 5)

LIMITATIONS IN USE OF TABLE

1. TRENCH SHIELD TO BE ASSEMBLED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. (SEE PAGE-2)
2. EXCAVATION 2 FEET BELOW BOTTOM OF SHIELD IS PERMITTED WHEN NO LOSS OF SOIL FROM BEHIND OR BELOW THE BOTTOM OF SHIELD IS ENCOUNTERED. SEE PARAGRAPH 1926.652 (e)(2)(i). THE COMPETENT PERSON SHALL MAKE THE DETERMINATION FOR COMPLIANCE. SUDDEN SHIFTING OF THE SHIELD VERTICALLY SHALL BE AVOIDED.
3. DEPTH RATING IS BASED ON TEMPORARY LOADING, CONSULT MANUFACTURER IF SHIELD IS SUBJECT TO LONG TERM LOADING
4. ADDITIONAL SHIELDS MAY BE STACKED WITH NO PENALTY IN DEPTH OF CUT AS LONG AS THE RATING OF THE EACH SHIELD IS NOT EXCEEDED AT THE DEPTH IT IS USED. MANUFACTURER APPROVED STACKING METHOD MUST BE USED.
5. C-80 DOES NOT REPRESENT THE WORST POSSIBLE SOIL CONDITION. OBTAIN SITE-SPECIFIC ENGINEERING FOR EXTREMELY NON-STABLE CONDITIONS SUCH AS MARINE CLAY, PEAT, SOFT SUBMERGED AND FLOWING CLAYS, ETC.
6. ANY MODIFICATIONS OR ALTERATIONS NOT ALLOWED UNLESS APPROVED IN WRITING BY EFFICIENCY PRODUCTION, INC.
7. CONTRACTOR'S COMPETENT/QUALIFIED PERSON SHALL BE RESPONSIBLE FOR MONITORING SOIL CONDITIONS AND SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, AND REGULATIONS.
8. SPREADER PINS SHALL BE 8620 COLD DRAWN 80-90 KSI MIN. YIELD AND NO MORE THAN 1/4" SMALLER THAN COLLAR AND SPREADER PIN HOLES AS MANUFACTURED BY EFFICIENCY PRODUCTION, INC.
9. REINFORCED SPREADERS ARE REQUIRED FOR LONG TERM USAGE, STANDARD SPREADERS MAY BE USED WITH THE UNDERSTANDING THAT THE PIN HOLES MAY ELONGATE PREMATURELY. (STANDARD SPREADERS MUST BE INSPECTED FREQUENTLY FOR SIGNS OF EXTENSIVE WEAR)
10. LIFT LUG RATING IS (THE SAFE WORKING LOAD) FOR EACH INDIVIDUAL LIFT LUG.
11. WEIGHT LISTED IS FOR SHIELD ONLY. USE ASSEMBLED WEIGHT INCLUDING SPREADERS FOR RIGGING PURPOSES

CONTINUED ON REVERSE SIDE



MANUFACTURED UNDER ONE OR MORE OF THE FOLLOWING U.S. PATENT NUMBERS: 4,090,365-4,114,383-4,259,028 ONE OR MORE OF THE FOLLOWING CANADIAN PATENT NUMBERS: 1,062,683-1,062,684

CERTIFIED BY: EFFICIENCY PRODUCTION INC.

COPYRIGHT: 1991 EFFICIENCY PRODUCTION INC. ALL RIGHTS RESERVED

3/24/2014

ANY USE OF THIS PRODUCT NOT SPECIFICALLY DESCRIBED ON THIS CERTIFICATE COULD CAUSE IN CAVE-IN, COLLAPSE, OR STRUCTURAL FAILURE RESULTING IN DEATH OR SERIOUS INJURY

XXI. APPENDIX 2 Confined Space Entry Permit

Date: _____Time: _____AM/PM Division: _____

Location of Confined Space: _____

Purpose of Entering Confined Space: _____

Hazards of the Confined Space: _____

HAZARD CONTROLS	YES	NO	N/A
Lockout-Tag-out			
Inerting			
Ventilating			
Flushing			
Blanking/Blinding			
Purging			
Pumping			
Grounding			

CONFINED SPACE ENTRY EQUIP	YES	NO	N/A
Harness with "D" ring			
Lanyard/Lifeline			
Hoisting Equipment			
Ventilator			
Approved Lighting			
Communications Device Type:			
Protective Clothing			
Respirator(s) SCBA's			
Warning Signs			
Barricades			
Fire Extinguishers			
Air Monitor SN_____	CAL DUE		

Rescue Procedure and Safety Precautions:

_____

Confined Atmosphere Monitoring Results (Continuously Monitor and Ventilate):

Test	Time am/pm	Oxygen 19.5%<23.5%	Combustible/Flammable <10% LEL	Toxic CO +35 ppm H2S + 10 ppm
Pre-Entry				
Entry				

Authorized Entrants:

Name	Employee #	Time In	Time Out	Time In	Time Out
1.					
2.					
3.					
4.					
5.					

Authorized Entrants Notified? Yes No Hot Work Permitted in Confined Space? Yes No

Type of Hot Work Permitted: _____Attendant:_____Emp. #_____

Entry Supervisor: _____Emp. #: _____

Emer. Tel #s Fire: _____Ambulance: _____Police: _____

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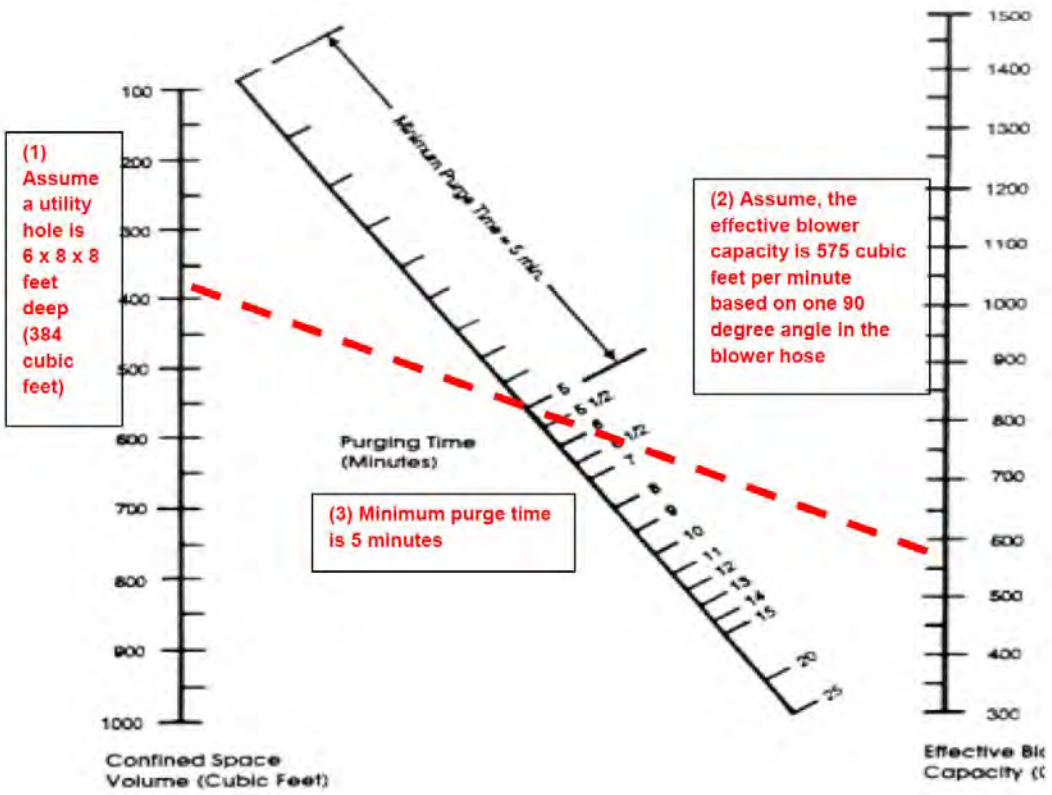
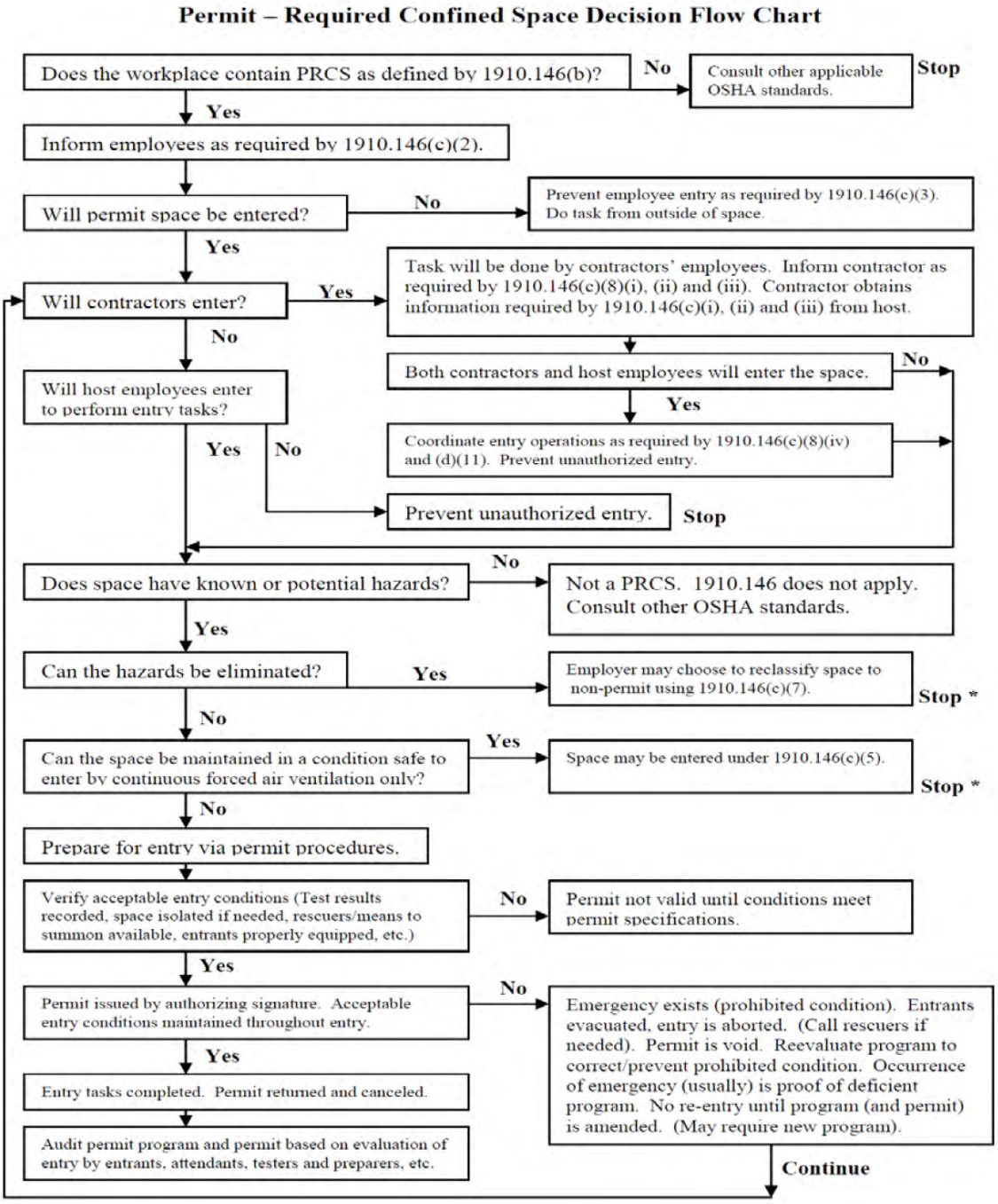
Johnson – Davis Inc. Confined Space Program - - - - Revision 1 - - - -August 4, 2014

APPENDIX 11 – Johnson – Davis Confined Space Purge Time Chart



APPENDIX 12 – Johnson – Davis Confined Space Entry Procedure Flow Chart



***Spaces may have to be evacuated and re-evaluated if hazards arise during entry.**

APPENDIX 13 – Johnson – Davis Hazardous Spill Report

AGENCY NOTIFICATION TO BE MADE BY SAFETY DIRECTOR ONLY

JOHNSON-DAVIS INC.

Hazardous Material Spill Report

Incident date:	Incident time:	Spill source:
Spill location:		
Type of material spilled (i.e. waste oil, gasoline, diesel, etc.)		
Approximate amount of spilled material (gallons, pounds)		
Cause of spill (equipment failure, overfill, vehicular accident, etc.)		
Has spill entered drains, catch basins, water source (i.e. river, lake, canal) or roadway?		
Person who discovered spill:		
Personnel involved:		
Complete description of incident and location:		
Control measures taken:		
Estimated property damage/cost of cleanup:		
Measures to prevent reoccurrence:		
Disposal of contaminated materials:		

Safety Department use only:
Outside notification made?

Fire	yes/no	US EPA	yes/no	Other_____
Hazmat	yes/no	NRC (USCG)	yes/no	Federal Case #
FLDEP	yes/no	Media inv.?	Yes/no	_____

HAZARDOUS SPILL REPORTING FORM – REV. 0 8/29/2014

Section 22 – Revision History

Revision Date	Revised By	Revision Description
2/23/2015	A. Thomson	Initial issue

JOHNSON-DAVIS INC.

TAB 2- PROJECT EXPERIENCE AND REFERENCES

Johnson-Davis Inc. Project Experience and References:

1. Project: P.S. A-39 to P.S A-7 Force Main Replacement

   Client: Burkhardt Construction (Construction Managers for Town of Palm Beach)
   Anthony Sabatino
   1400 Alabama Avenue, Suite 20
   West Palm Beach, FL 33401
   561-659-1400

   Nature of Work: Installation of 20,000 lf of 18" PVC force main plus service connections, and pump station tie ins in Ocean Blvd. & So. County Rd., Palm Beach

   Start Date: **May 2012**

   Completion Date: **November 2012**

   Total Contract Amount = $3,790,515

2. Project: Canal Point Water Main Extension

   Client: Palm Beach County Water Utilities
   8100 Forest Hill Blvd., West Palm Beach, FL 33413
   Contact: Joseph Tanacredi, P.E.
   jtanacredi@pbcwater.com
   561-493-6088

   Nature of work: Project included installing 7690 LF of 12" PVC Water Main along E. Main St. in Canal Point, FL. Also, included a 120 LF 24" Casing jack and bore (done by sub), installation of Fire hydrants and water services with road/sidewalk/landscape restoration.

   Completed in 2012

   Total Contract Amount = $745,758

3. Project: Watergate Mobile Home Park Phase 1
Client: Palm Beach County Water Utilities
8100 Forest Hill Blvd., West Palm Beach, FL 33413
Contact: Joseph Tanacredi, P.E.
jtanacredi@pbcwater.com
561-493-6088

Nature of work: Project included installing 4890 LF of 6" DIP and 1300 LF of 4" DIP Water main. Also included installing Fire hydrants and water services with road/sidewalk/landscape restoration.
Completed in 2012
Total Contract Amount = $1,046,889

4. Project: Watergate Mobile Home Park Phase 2
Client: Palm Beach County Water Utilities
8100 Forest Hill Blvd., West Palm Beach, FL 33413
Contact: Joseph Tanacredi, P.E.
jtanacredi@pbcwater.com
561-493-6088

Nature of work: Project included installing 2235 LF of 6" DIP and 2685 LF of 4" DIP Water main. Also included installing Fire hydrants and water services with road/sidewalk/landscape restoration.
Completed in 2014
Total Contract Amount = $645,472

5. Project: South County Residential Services Phase 2
   Client: Palm Beach County Water Utilities
   8100 Forest Hill Blvd., West Palm Beach, FL 33413
   Contact: Joseph Tanacredi, P.E.
   jtanacredi@pbcwater.com
   561-493-6088

   Nature of work: Project included installing 6545 LF of 8" DIP and 1355 LF of 12" DIP Water main. Also included installing Fire hydrants and water services with road/sidewalk/landscape restoration.
   Completed in 2014
   Total Contract Amount = $1,873,456

6. Project: Atlantic Commons Reclaim
   Client: Palm Beach County Water Utilities
   8100 Forest Hill Blvd., West Palm Beach, FL 33413
   Contact: Mike Gleman, P.E.
   mkgleman@pbcwater.com
   561-373-7537

   Nature of work: Project included installing 6545 LF of 8" DIP and 1355 LF of 12" DIP Water main. Included installing Fire hydrants, ARV Manholes and road/sidewalk/landscape restoration. Also, Included a 600 LF of 24" HDPE directional bore(done by subcontractor)
   Completed in 2014
   Total Contract Amount = $883,224

7. Project: South County Residential Services Phase 3

Client: Palm Beach County Water Utilities
8100 Forest Hill Blvd., West Palm Beach, FL 33413
Contact: Joseph Tanacredi, P.E.
jtanacredi@pbcwater.com
561-493-6088

Nature of work: Project included installing 9500 LF of 8" PVC and 300 LF of 6" PVC Water main including fire hydrants, new water services and road/sidewalk/landscape restoration
To be Completed in 2015
Total Contract Amount = $2,318,648.40

8. Project: 10th Ave. N (Congress Ave. to Military Tr.)

Client: Ranger Construction Industries, Inc.
101 Sansbury Way, West Palm Beach, FL 33411
Contact: Miguel Correa
miguel.correa@rangerconstruction.com
561-793-9400

Nature of work: Worked as a subcontractor to Ranger on a PBC Engineering contract that included low pressure vacuum sewer system work for the Village of Palm Springs. Project included installing approximately 1500 LF of 4" and 2" PVC pipe along with intermediate pump stations
To Completed in 2004
Total Contract Amount = $70,000.00

9. Project: Prairie Key (Private project)
Client: George Ray
P.O. Box 18636, West Palm Beach, FL 33416
Contact: George Ray
561-714-3740

Nature of work: Extension of an existing vacuum sewer system as part of a contract with a private owner for a subdivision in The Village of Palm Springs. Project included installing approximately 1200 LF of 4" and 2" PVC along with an intermediate pump station
To Completed in 2004
Total Contract Amount = $47,500.00

10. Project: Town of Palm Beach Ejector Station Upgrades
Client: Murray Logan Construction, Inc.
313 65th Trail N., West Palm Beach, FL 33413
Contact: Kurt Kapsos
561-686-3948

Nature of work: Installation of open cut, tie-in portion of piping on 13 separate roads in the Town of Palm Beach. We coordinated and tested 13 directional bores and connected them to the upgraded lift stations at one end and to the existing force main at the other end.
To Completed in 2014
Total Contract Amount = $313,900.00

Johnson-Davis Inc. has successfully completed many U.S. Army Corps of Engineers and FDOT projects with federal funding that have required compliance with requirements by the Florida Department of Environmental Protection, Bureau of Water Facilities Funding Supplementary Conditions for Construction Procurement, Federal Labor Standards Provisions (Davis-Bacon Act, Copeland Act), Minority Business Enterprise Participation, and Buy American Certification, in addition to many other unnamed agencies' requirements.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

October 31, 2014

JOHNSON-DAVIS INC.
604 HILLBRATH DR
LANTANA, FL 33462

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 12/30/2015. However, the new application is due **10/31/2015**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on
__X Audited _____ Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:
https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING, MINOR BRIDGES

FDOT APPROVED SPECIALITY CLASSES OF WORK:
UNDERGROUND UTILITIES, SANITARY SEWER, WATER MAIN, FORCE MAIN, DRIVING STEEL SHEET PILE, RIP RAP, RUBBLE RIP RAP

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore

Juanita Moore, Manager
Contracts Administration Office

JM:cj

Centennial FDOT 1915 ★ 2015

Contractor Pre-Qualification (CPQ)

Annual Application

6/18/2015 10:41:56 AM EST

Vendor Number: F591753888001 **Name:** JOHNSON-DAVIS INC.
Application Status: COMPLETED **Fiscal Year End Date:** 6/30/2014 **Application Due Date:** 10/31/2014

Adjusted Current Ratio:	2		
Ability Score:	75	**Surety Multiplier:**	0
Ability Factor:	4	**Calculated Maximum Bid Capacity:**	$ 80,050,000.00
Adjusted Net Worth:	$ 10,005,782.00		

Document	Mailed	Received	Attached
Audited or Reviewed Financial Statements	10/9/2014	10/9/2014	N/A
Affidavit	10/9/2014		APPLICANT AFFIDAVIT-2014.PDF Request Document
Equipment	10/9/2014		EQUIPMENT LIST-6-30-2014.PDF Request Document
Surety Letter	10/9/2014		SURETY LETTER-2014.PDF Request Document
Letters of Recommendation			
◉ Audited or ○ Reviewed Financial Statements	N/A	N/A	2014.06.30 JOHNSON-DAVIS INCORPORATED.PDF Request Document
Additional Document	N/A	N/A	

JOHNSON-DAVIS INC.

TAB 3- EQUIPMENT

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1	**Johnson Davis**				
Category: 10	**WELLPOINT PUMPS**				
10-0001	10 IN. WELLPOINT PUMP	7105	05/11/15	Active	
10-0003	10 IN. WELLPOINT PUMP	7568	05/26/15	Active	
10-0011	10 IN. WELLPOINT PUMP	7130	05/21/15	Active	
10-0013	WELLPOINT PUMP 6 IN.	NONE		Active	
10-0016	WELLPOINT PUMP 10 IN.	8460	05/20/15	Active	
10-0019	WELLPOINT PUMP 10 IN.	7505	05/29/15	Active	
10-0020	WELLPOINT PUMP 10 IN.	8334		Active	
10-0026	HYDRAULIC PUMP 6 IN.	5654		Active	
10-0028	JET PUMP , 4 IN. DIESEL	6J66	06/10/15	Active	
10-0030	DOUBLE DIAPHRAGM	4DDL335		Active	
10-0031	WELLPOINT PUMP 10 IN.	JD946068	06/08/15	Active	
10-0033	WELLPOINT PUMP 6 IN.	6951033		Active	
10-0035	WELLPOINT PUMP 8 IN.	US97362X	05/08/15	Active	
10-0036	HYDRAULIC PUMP 4 IN.	H-25-D-349	03/18/15	Active	
10-0038	WELLPOINT PUMP 8 IN.	U640528Y	12/09/14	Active	
10-0040	JET PUMP 4 IN.	None	06/12/15	Active	
10-0041	WELLPOINT PUMP 8 IN.	H-40WPLR-D-139	04/03/15	Active	
10-0043	TEST PUMP			Active	
10-0045	JET PUMP 4 IN.	C.M.E.8291	05/06/15	Active	
10-0046	WELLPOINT PUMP 8 IN.	9037	05/19/15	Active	
10-0048	6 IN. TRASH PUMP	9065	11/21/14	Active	
10-0049	WELLPOINT PUMP 8 IN.	9064	05/21/15	Active	
10-0050	HYDRAULIC PUMP 4 IN.	2657	06/11/15	Active	
10-0051	JETPUMP ON WHEELS 4 IN.	4219	05/28/15	Active	
10-0052	8 IN. WELLPOINT PUMP	9159	06/13/15	Active	
10-0054	8 IN. WELLPOINT PUMP	9181	06/10/15	Active	
10-0055	12 IN. HYDRAULIC PUMP	D12SG068T1210	04/06/15	Active	
10-0056	8 IN. HYDRAULIC PUMP	325	06/13/15	Active	
10-0058	10 IN. WELLPOINT PUMP	9293	06/03/15	Active	
10-0059	10 IN. WELLPOINT PUMP		04/20/15	Active	
10-0060	4 IN. HYDRAULIC PUMP	U797253C	06/07/15	Active	
10-0061	4 IN. HYDRAULIC PUMP	708	06/11/15	Active	
10-0062	8 IN. WELLPOINT PUMP	9220	02/03/15	Active	
10-0063	8 IN. WELLPOINT PUMP	9239	05/13/15	Active	
10-0064	4 IN. HYDRAULIC PUMP			Active	
10-0065	WELLPOINT PUMP 6 IN.	6PW-019		Active	
10-0066	10 IN. HYDRAULIC PUMP			Active	
10-0067	4 IN. HYDRAULIC PUMP	LD44369U146539P	04/21/15	Active	
10-0072	4 IN. DOUBLE DIAPHGRAHM PUMF			Active	
10-0100	M5 VAC PUMP			Active	
10-0164	M-3 VACUUM PUMP			Active	
Category: 11	**VACUUM PUMPS**				
11-0101	VACUUM PUMP	101		Active	
11-1036	10 INCH VACUUM PUMP	1036		Active	
11-1240	M3 VACUUM PUMP	1240		Active	
11-1387	M10 VACUUM PUMP	1387		Active	
11-1711	M3 VACUUM PUMP	1711		Active	
11-1923	M-3 VACUUM PUMP	1923		Active	
11-1924	M3 VACUUM PUMP	1924		Active	
11-1941	M3 VACUUM PUMP	1941		Active	
11-2341	M3 VACUUM PUMP	2341		Active	
11-3044	M3 VACUUM PUMP	3044		Active	
11-3049	VACUUM PUMP	3049		Active	

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1 Johnson Davis					- Continued
Category: 11 VACUUM PUMPS					- Continued
11-3605	M-10 VACUUM PUM	3605		Active	
11-3750	M-2 VACUUM PUMP	3750		Active	
11-4268	M3 VACUUM PUMP	4268		Active	
11-4297	VACUUM PUMP	4297		Active	
11-4371	M-3 VACUUM PUMP	4371		Active	
11-4636	VACUUM PUMP	4636		Active	
11-4840	M-3 VACUUM PUMP	4840		Active	
11-4841	M3 VACUUM PUMP	4841		Active	
11-4923	M3 VACUUM PUMP			Active	
11-9305	M-3 VACUUM PUMP	9305		Active	
11-9487	10" VACUUM PUMP	9487		Active	
11-9602	M3 VACUUM PUMP	9603		Active	
11-9615	M10 VACUUM PUMP	9615		Active	
11-9616	C-10 VACUUM PUMP	9616		Active	
11-9617	C-10 VACUUM PUMP	9617		Active	
Category: 12 SMALL PUMPS					
12-0024	TEST PUMP	NONE		Active	
12-0030	DIAPHRAGM PUMP	8511714		Active	
12-0032	DIAPHRAGM PUMP	NONE		Active	
12-0038	TEST PUMP	NONE		Active	
12-0039	TRASH PUMP	5169QP301TH		Active	
12-0041	TRASH PUMP	11028		Active	
12-0043	TEST PUMP	NONE	09/12/14	Active	
12-0045	TRASH PUMP	301TH13634		Active	
12-0046	HYDROSTATIC TEST PUMP	15794		Active	
12-0048	TRASH PUMP -50-145	18480		Active	
12-0050	TRASH PUMP	18525		Active	
12-0051	TRASH PUMP	PO24777		Active	
12-0052	TRASH PUMP	PO24778		Active	
12-0055	TRASH PUMP	18483		Active	
12-0059	CENTRIFUGAL PUMP 3 IN.			Active	
12-0060	DIAPHRAGM PUMP 3 IN.			Active	
12-0062	3 IN. TRASH PUMP	PO45928		Active	
12-0063	3 IN. TRASH PUMP / ON 50-157 WA	6729-1192		Active	
12-0064	9 HP FIRE PUMP	05130 86490		Active	
12-0069	3 IN. YAMAKOYO TRASH PUMP	C9MFH90000021UP		Active	
12-0070	3 IN. YAMAKOYO TRASH PUMP	C9MFH90000013UP		Active	
12-0071	3 IN. YAMAKOYO TRASH PUMP	C9MFH90000041UP		Active	
12-0074	4 IN. DOUBLE DIAPHRAGM PUMP			Active	
12-0075	3" HIGH PRESSURE CENTRIFUGAI			Active	
12-0076	1" HYDROSTATIC REST PUMP (MA	JD-8042014		Active	
Category: 20 BACKHOES					
20-0037	LIEBHERR BACKHOE	648-5051	03/21/15	Active	
20-0039	1997 DEWATERING TRENCHER	D97022	06/11/15	Active	
20-0040	LIEBHERR BACKHOE	417-4205	05/12/15	Active	
20-0043	LIEBHERR BACKHOE	648-5420	06/12/15	Active	
20-0044	LIEBHERR BACKHOE	651-8110	06/03/15	Active	
20-0045	LIEBHERR BACKHOE 924	645-8931	06/12/15	Active	
20-0046	LIEBHERR BACKHOE	6406808	06/12/15	Active	
20-0047	LIEBHERR BACKHOE	651-9831	05/26/15	Active	
20-0048	LIEBHERR BACKHOE	651-12535	06/12/15	Active	
20-0050	LIEBHERR BACKHOE	924-13441	06/12/15	Active	

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Department: 1	**Johnson Davis**				- Continued
Category: 20	**BACKHOES**				- Continued
20-0053	LIEBHERR BACKHOE	2004025278	06/11/15	Active	
20-0054	LIEBHERR BACKHOE	924-13720	06/12/15	Active	
20-0055	2006 LIEBHERR BACKHOE	976-18694	04/20/15	Active	
20-0056	KOMATSU BACKHOE	30099	05/27/15	Active	
20-0057	LIEBHERR A912 RUBBER TIRE BA(	4195100	06/12/15	Active	
20-0059	CATERPILLER CRAWLER EXCAVA'	CAT0328DCGTN00603	06/12/15	Active	
20-0060	CATERPILLER CRAWLER EXCAVA'	CAT0336DEW3K01174	06/05/15	Active	
20-0063	2012 JOHN DEERE RUBBER TIRE	1FF220DWHBD41148	06/11/15	Active	
20-0065	PC360 LC-10 KOMATSU BACKHOE	70101	06/12/15	Active	
20-0068	Komatsu PC390LC-10 Excavator	A30203	06/13/15	Active	
Category: 25	**COMBINATIONS**				
25-0051	CAT COMBO BACKHOE	BLN11885	06/12/15	Active	
25-0052	CAT COMBO BACKHOE	BML05166	06/10/15	Active	
25-0067	2013 CAT COMBINATION BACKHOI	CAT0420FHJWJ01695	06/12/15	Active	
Category: 30	**LOADERS**				
30-0028	LOADER VOLVO	L90DV65018	06/12/15	Active	
30-0029	LOADER VOLVO	L90DV65016	05/20/15	Active	
30-0030	LOADER JOHN DEERE	DW644HX587509	12/16/17	Active	
30-0031	VOLVO LOADER L90E	L90EV70867	03/27/15	Active	
30-0032	LIEBER LOADER	443-11966	05/14/15	Active	
30-0033	VOLVO LOADER L70E	L70EV60803	06/12/15	Active	
30-0034	LIEBHERR LOADER	432-14861	06/10/15	Active	
30-0035	2006 VOLVO LOADER	L12EV66013	04/21/15	Active	
30-0036	VOLVO L90 E LOADER	L90EV67858	06/08/15	Active	
30-0037	VOLVO L110 E LOADER	L110EV60387	05/21/15	Active	
30-0038	2009 KOMATSU LOADER	65858	06/12/15	Active	
30-0039	2009 KOMATSU LOADER	65939	06/05/15	Active	
30-0040	950H CATTERPILLAR LOADER	CAT0950HVK5K0287	06/12/15	Active	
30-0042	WA320-6 KOMATSU LOADER	A35279	06/12/15	Active	
30-0043	WA-380-7 KOMATSU LOADER	A64171	06/12/15	Active	
30-0044	WA200PZ-6 KOMATSU RUBBER TII	KMTWA105C01071678	06/12/15	Active	
30-0045	WA-320-7 KOMATSU LOADER	80194	06/12/15	Active	
30-0046	938K CATERPILLAR LOADER	SWL01382	06/13/15	Active	
Category: 35	**SPECIALIZED EQUIPMENT**				
35-0001	CRAWLER DOZER	T065HX898018	12/15/14	Active	
35-0027	2001 LOADER/BOBCAT	514147010	06/12/15	Active	
35-0041	T300 BOBCAT	525415212	06/12/15	Active	
35-0061	KUBOTA BACKHOE	30767	04/24/15	Active	
35-0062	2012 KUBOTA EXCAVATOR W/RUE	24675	06/12/15	Active	
35-0064	2012 KUBOTA EXCAVATOR W/RUE	41826	06/12/15	Active	
35-0066	2013 KUBOTA EXCAVATOR	74888	06/12/15	Active	
Category: 40	**TRAILERS**				
40-0003	FLATBED	185879		Active	
40-0004	WITCO LOWBOY	ZZZS224D89000RG50		Active	
40-0005	ALUMINUM DUMP	1DTD18B25EP017412		Active	
40-0007	FLATBED PIPE TRAILER 45 FOOT	FWV472605		Active	
40-0009	CREW/TOOL & FUEL TRAILER	RTT423		Active	
40-0010	CREW/TOOL & FUEL TRAILER	RTT424		Active	
40-0011	CREW/TOOL & FUEL TRAILER	RTT425		Active	
40-0012	DROP DECK TRAILER	1UYFS2454GA425801		Active	
40-0013	FLATBED TRAILER	707841		Active	
40-0017	FLATBED TRAILER	13643		Active	

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Department: 1	**Johnson Davis**				- Continued
Category: 40	**TRAILERS**				- Continued
40-0023	FLATBED WITH HEADBOARD	1LZF45201E1001467		Active	
40-0024	26 FT. STEEL DUMMP TRAILER	1B9DS2727SP313014		Active	
40-0026	ALUMINUM DUMP TRAILER	1H9ACD624B4127175		Active	
40-0027	10 FT. LOWBOY	4LF4S8058V3505592		Active	
40-0028	JEEP FOR LOWBOY	4LF3N2623V3505593		Active	
40-0029	SOCK TRAILER	FLT8092BB		Active	
40-0032	LOWBOY TB 50 NGB	4LF4S4837S3504134		Active	
40-0033	FLAT EXTENABLE TRAILER	13N4482C8X1584935		Active	
40-0034	24 FT. FOOT FLAT TRAILER	5L8PH242561002996		Active	
40-0035	48 FT. FOOT FLAT EXTENDABLE T	1GRDM96296HF00134		Active	
40-0036	EQUIPMENT TRAILER			Active	
40-0037	EQUIPMENT TRAILER	5L8PH202961003106		Active	
40-0038	23 FOOT DECKOVER TRAILER	5VGFP2322DL003826		Active	
40-0039	18 FOOT DECKOVER TRAILER	5VGFP2324DL004847		Active	
40-0040	5' X 10' Trailer	1XNU5X10471022637		Active	
Category: 45	**TRACTORS**				
45-0104	1997 KENWORTH T 800B/ BOB P.	1XKDD29X2VJ743640	06/12/15	Active	
45-0115	1998 KENWORTH T 800/ TOM S.	1XKDA98X6WJ763765	06/12/15	Active	
45-0117	1998 KENWORTH W 900 /RON R.	1XKWD29X3WJ771862	06/12/15	Active	
45-0128	1998 KENWORTH T800 FLATBED	1NKDLA9X9VR734944	05/08/15	Active	
45-0164	2003 KENWORTH T800,/ EDDIE F.	1NKDLU0X23J386270	06/12/15	Active	
45-0249	2013 KENWORTH T800 /TEX M.	1XKDP4EX7DJ357433	06/13/15	Active	
Category: 50	**PICKUPS/MOTOR VEHICLES**				
50-0145	ARMY WATER TRUCK	12511113		Active	
50-0157	6 X 6 WATER TRUCK	NK0044T-0540-10998		Active	
50-0160	4 X 4 SOCK TRUCK /SERGIO F.	1HTSEAAN4SH675724		Active	
50-0197	2006 F250 SUPER DUTY 4X4 / DAV	1FTSF21P7 6EA38349		Active	
50-0200	2006 FORD EXPLORER XLT	1FMEU73E36UB31575		Active	
50-0205	2006 FREESTARE VAN FORD	2FMZA52296BA17673		Active	
50-0207	2007 DODGE RAM 3500/ KENNY H/	3D6WH46A6 7G759973		Active	
50-0215	2007 CHRYSLER TOWN & COUNTF	A4GJ45R67B163464		Active	
50-0217	2008 F250 FORD SUPER DUTY TRI	1FTSF21R18EB94195		Active	
50-0222	2008 TOYOTA COROLLA 4 DOOR :	1NBR32E18Z034473		Active	
50-0226	2008 DODGE RAM 3500 /RICHARD	3D6WH46A98G105440		Active	
50-0230	2008 JEEP PATRIOT WAS 55-230	1J8FT28028D783501		Active	
50-0233	2010 TOYOTA COROLLA	1NXBU4EEOAZ187903		Active	
50-0234	2009 HYUNDAI ELENTRA (CREW C	KMHDU46D69U773824		Active	
50-0235	2009 CHEVY SILVERADO 2500 4X4	1GCHK44639F181544		Active	
50-0236	2009 GMC SIERRA / TYLER J. / HEF	1GTEC14XX9Z222922		Active	
50-0237	2009 CHEVY SILVERADO 2500 4WI	1GCHK44609F182442		Active	
50-0241	2011 CHEVY SILVERADO 2500 / SI	1GC0KV89BF114183		Active	
50-0242	2011 CHEVY SILVERADO / ODILON	1GC0KVC8X BF128674		Active	
50-0243	2011 CHEVY SILVERADO /	1GCRKPE00BZ130023		Active	
50-0244	2011 CHEVY SILVERADO,	1GCNKPEA2BZ130595		Active	
50-0246	2012 DODGE CARAVAN SE	2C4RDGBG3CR131271		Active	
50-0247	2012 DODGE RAM 2500 /JEFF B.	3C6LD5AL5CG228994		Active	
50-0248	2012 DODGE RAM 2500 /CHESCAL	3C6LD5AL8CG258684		Active	
50-0253	2012 DODGE RAM 3500 /EVERTON	3C7WDTBL7CG317431		Active	
50-0255	2013 DODGE RAM 2500 /JAMES W.	3C6-LR5AL8DG566909		Active	
50-0256	2013 DODGE RAM 2500 /CLARK C.	3C6-LR5AL5DG566124		Active	
50-0258	2012 DODGE RAM 5500 CAB & CH/	3C7WNCBL8CG339644		Active	
50-0259	2013 DODGE RAM 2500 PICKUP /P.	3C6LR5AL7DG590988		Active	

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Department: 1	**Johnson Davis**				- Continued
Category: 50	**PICKUPS/MOTOR VEHICLES**				- Continued
50-0261	2014 GRAND CARAVAN SE MINIVA	2C4RDGBG7ER103170		Active	
50-0262	2014 GRAND CARAVAN SE MINIVA	2C4RDGBG3ER103165		Active	
50-0264	2012 DODGE RAM 5500 CAB AND (	3C7WDNFL6CG260225		Active	
50-0265	2014 DODGE RAM 2500 PICKUP	3C6MR5AL3EG197009		Active	
50-0266	2014 DODGE RAM 2500 PICKUP	3C6MR5AL1EG197008		Active	
50-0267	2014 DODGE RAM 2500 PICKUP	3C6MR5ALXE G204358		Active	
50-0268	2014 DODGE RAM 2500 PICKUP	3C6MR5AL8EG217156		Active	
50-0272	FORD 3/4 TON PICKUP	1FTBF2B68FEC41086		Active	

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Equipment		Vin Number		Date Last Used	Status	Attach To Equip
Department: 1 Johnson Davis						
Category: 60	**LASER BEAMS**					
60-0004	LASER	612			Active	
60-0014	AUTO LEVEL	622853			Active	
60-0019	AUTO LEVEL	588837			Active	
60-0020	AUTO LEVEL	589245			Active	
60-0021	AUTO LEVEL	820285			Active	
60-0027	AUTO LEVEL	696376			Active	
60-0028	DIAL A GRADE LASER	3455			Active	
60-0029	AUTO LEVEL	696260			Active	
60-0032	AUTO LEVEL	711128	34639		Active	
60-0033	AUTO LEVEL	715719			Active	
60-0034	DIAL A GRADE LASER	6599	34943		Active	
60-0035	DIAL A GRADE LASER	6578	35096		Active	
60-0038	DIAL A GRADE LASER	6982			Active	
60-0039	AUTO LEVEL	601119			Active	
60-0040	LASER PLANE-SERGIO TRENCHEF	3011			Active	
60-0041	LASER PLANE-SERGIO TRENCHE	5448			Active	
60-0044	DIAL A GRADE LASER	1754			Active	
60-0045	AUTO LEVEL	5079307			Active	
60-0046	DIAL A GRADE LASER	6176			Active	
60-0047	AUTOMATIC LEVEL	A41075			Active	
60-0048	AUTOMATIC LEVEL	BD6925			Active	
60-0051	LASER	10544			Active	
60-0053	AUTOMATIC LEVEL	T06348			Active	
60-0054	LASER	2926			Active	
60-0061	LASER	5940			Active	
60-0062	SPECTRA PRECISION LASER DG7	6597			Active	
60-0063	LEVEL	T42912			Active	
60-0064	LEVEL	T45788			Active	
60-0066	SPECTRA PHYSICS LASER	13942			Active	
60-0067	SPECTRA PHYSICS LASER	13911			Active	
Category: 65	**LEVELS**					
65-0001	TOPCON LEVEL	T35117			Active	
65-0002	TOPCON LEVEL	T35262			Active	
65-0003	TOPCON LEVEL	T35273			Active	
65-0004	TOPCON LEVEL	T35269			Active	
65-0005	TOPCON LEVEL	T30812			Active	
65-0007	AUTO LEVEL	T58882			Active	
65-0008	AUTO LEVEL	5Y5479			Active	
65-0009	AUTO LEVEL	5Y3486			Active	
65-0010	AUTO LEVEL	5Y2663			Active	
65-0011	AUTO LEVEL	5Y8271			Active	
65-0012	AUTO LEVEL	5Y8272			Active	
Category: 70	**CUTOFF SAWS**					
70-0187	14 IN. CUTOFF SAW	170721774			Active	
70-0189	14 IN. CUTOFF SAW	172467167			Active	
70-0190	14 IN. CUTOFF SAW TS420	172467191			Active	
70-0192	14 IN. CUTOFF SAW	173753967			Active	
70-0193	14 IN. CUTOFF SAW	173753763			Active	
70-0194	14 IN. CUTOFF SAW	175200578			Active	
70-0195	14 IN. CUTOFF SAW	175200838			Active	
70-0196	14 IN. CUTOFF SAW	174851472			Active	
70-0198	14 IN. CUTOFF SAW	175007616			Active	

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Department: 1	**Johnson Davis**				- Continued
Category: 70	**CUTOFF SAWS**				- Continued
70-0199	14 IN. CUTOFF SAW	175008396		Active	
70-0200	14 IN. CUTOFF SAW	175313745		Active	
70-0201	14 IN. CUTOFF SAW	175313768		Active	
70-0202	14 IN. CUTOFF SAW	175686622		Active	
70-0205	TS 500I STHIL CUTOFF SAW	175313468		Active	
70-0206	K760 HUSQVARNA CUTOFF SAW	020123800543		Active	
70-0207	K760 HUSQVARNA CUTOFF SAW	020124700711		Active	
70-0208	K760 HUSQVARNA CUTOFF SAW	02123800548		Active	
70-0209	STHIL TS420 14 IN. CUTOFF SAW	176176993		Active	
70-0210	STHIL TS420 14 IN. CUTOFF SAW	176176272		Active	
70-0211	STHIL TS420 14 IN. CUTOFF SAW	176995592		Active	
70-0212	STHIL TS420 14 IN. CUTOFF SAW	176995568		Active	
70-0213	STHIL TS420 14 IN. CUTOFF SAW	177478614		Active	
70-0214	STHIL TS420 14 IN. CUTOFF SAW	177478603		Active	
70-0215	STHIL TS420 14 IN. CUTOFF SAW	177478622		Active	
70-0216	STIHL TS420 14" CUTOFF SAW	177884811		Active	
70-0217	STHIL TS420 CUT OFF SAW	177924713		Active	
70-0218	STHIL TS420 14" CUTOFF SAW	178554234		Active	
70-0219	STHIL TS420	178554259		Active	
70-0220	STHIL TS420	178597762		Active	
Category: 72	**COMPACTORS**				
72-0039	REVERSABLE PLATE TAMPER	667801268		Active	
72-0050	REVERSIBLE TAMPER	1128962		Active	
72-0051	REVERSIBLE PLATE TAMPER	1197217		Active	
72-0055	REVERSIBLE TAMPER	1131869...SEE NOTES ON NEW ENG		Active	
72-0059	REVERSIBLE PLATE TAMPER	1948786		Active	
72-0061	REVERSIBLE PLATE TAMPER	1369771		Active	
72-0062	PLATE TAMPER WACKER BPU 334	1445200		Active	
72-0063	WACKER REVERSIBLE TAMPER	1459920		Active	
72-0064	REVERSIBLE PLATE TAMPER	1312752		Active	
72-0066	WACKER BPU 3345	1180491		Active	
72-0067	WACKER BPU 3345	725342501		Active	
72-0068	REVERSIBLE PLATE TAMPER	1258299		Active	
72-0069	REVERSIBLE PLATE TAMPER	1276683		Active	
72-0070	PLATE COMPACTOR	1384458		Active	
72-0071	PLATE COMPACTOR	1355160		Active	
72-0072	PLATE COMPACTOR	1403536		Active	
72-0073	PLATE COMPACTOR	1413383		Active	
72-0074	REVERSIBLE PLATE TAMPER	1621701		Active	
72-0075	REVERSIBLE PLATE TAMPER	1184734		Active	
72-0076	REVERSIBLE PLATE TAMPER	1373942		Active	
72-0077	REVERSIBLE PLATE TAMPER	1257775		Active	
72-0078	REVERSIBLE PLATE TAMPER	6060231		Active	
72-0079	REVERSIBLE PLATE TAMPER	1365569		Active	
72-0080	REVERSIBLE PLATE TAMPER	1339121		Active	
72-0081	REVERSIBLE PLATE TAMPER	1421349		Active	
72-0082	REVERSIBLE PLATE TAMPER	1481716		Active	
72-0083	JUMPING JACK	101540441739		Active	
72-0084	JUMPING JACK	010540441310		Active	
72-0085	WACKER BPU PLATE COMPACTOI	1675854		Active	
72-0086	WACKER BPU PLATE COMPACTOI	1677855		Active	
72-0087	WACKER BPU PLATE COMPACTOI	1745359		Active	
72-0088	WACKER BPU PLATE COMPACTOI	1748868		Active	

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Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1	**Johnson Davis**				- Continued
Category: 72	**COMPACTORS**				- Continued
72-0089	BPU3545A WACKER REVERSIBLE	1667861		Active	
72-0090	BPU2545A WACKER REVERSIBLE	1810242		Active	
72-0091	BPU 3545A REVERSIBLE TAMPER	1675849		Active	
72-0092	BPU3545A REVERSIBLE PLATE TA	1690406		Active	
72-0093	BPU3545A REVERSIBLE PLATE TA	1710894		Active	
72-0094	2013 WP1550 AW PLATE TAMPER	30047658		Active	
72-0095	BPU5045A REVERSIBLE PLATE TA	1679828		Active	
72-0096	BPU3545A REVERSIBLE PLATE TA	1448953		Active	
72-0097	BPU3545A REVERSIBLE PLATE TA			Active	
72-0098	BPU4045A REVERSIBLE PLATE TA	10314199		Active	
72-0099	BPU 4045A REVERSIBLE PLATE TA	10287714		Active	
72-0100	WACKER REVERSIBLE TAMPER			Active	
Category: 73	**CHAINSAWS**				
73-0001	ECHO CHAIN SAW	08050940		Active	
73-0002	POULAN CHAIN SAW	05133D301280		Active	
73-0004	HEDGE TRIMMER	0601 009223		Active	
73-0005	HEDGE TRIMER, STHIL	269034976		Active	
73-0006	STHIL CHAIN SAW	165271492		Active	
73-0007	CRAFTMANS CHAIN SAW			Active	
73-0008	20" STHIL CHAIN SAW	298621067		Active	
Category: 74	**AIRBAGS**				
74-0001	24-48" BYPASS PLUG			Active	
74-0008	24-60" AIR BAG			Active	
Category: 75	**ROLLERS**				
75-0020	BOX BLADE TRACTOR 1990	F1112		Active	
75-0030	VIBRATORY ROLLER	1529570		Active	
75-0031	VIBRATORY ROLLER	60310796		Active	
75-0032	VIBRATORY ROLLER	60310670		Active	
75-0033	VIBRATORY ROLLER	603112110		Active	
75-0034	DYNAPAC DOUBLE DRUM ROLLEF	10000303V0C003243		Active	
Category: 80	**SERVICE TRUCKS**				
80-0135	2000 FORD F-550 4 X 4 SERVICE TI	1FDAF57F4YEB89787		Active	
80-0163	2003 FORD F350 XLT EXT CAB 4X4	1FTSX31F23EA55212		Active	
80-0257	2013 DODGE RAM 5500 4 X 4 SERV	3C7WRNCL9DG569047		Active	
Category: 82	**WATER TRUCKS**				
82-0269	ARMY WATER TRUCK	88K277104011193		Active	
Category: 84	**SMALL HANDHELD TOOLS**				
84-0037	AIR HAMMER 35 POUND			Active	
84-0038	GUN KIT	635104		Active	
84-0040	PORTABLE BORER	89070154		Active	
84-0045	MAGNETIC DRILL	59813309		Active	
84-0046	BAND SAW	J65109		Active	
84-0051	ULTRASORB/CLEANING UNIT ON V	371		Active	
84-0055	MOLE 3 IN.	NONE		Active	
84-0058	BROOM	941352		Active	
84-0059	THREAD MACHINE	NONE		Active	
84-0063	PLASMA TORCH	MX42-010216		Active	
84-0066	VEHICLE LIFT JUANS BAY	AG903321809		Active	
84-0068	BACKFILL TAMPER	69330408		Active	
84-0069	BACKFILL TAMPER	5912041		Active	
84-0070	IRON WORKER	14247		Active	

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Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1 Johnson Davis					- Continued
Category: 84	**SMALL HANDHELD TOOLS**				- Continued
84-0071	150 TON PRESS	JD79643		Active	
84-0072	1 1/2 IN. ROTARY HAMMER	51322		Active	
84-0073	12 IN. CUTOFF SAW (ELECTRIC)	3365		Active	
84-0074	AIR GRINDER	1889		Active	
84-0076	MOLE 4 IN.	NONE		Active	
84-0079	PRESSURE CLEANER	NONE		Active	
84-0084	TIG WELDER	86WS09545		Active	
84-0085	STREET BROOM	NONE		Active	
84-0086	SHOP COMPRESSOR 15 HP	30T472506		Active	
84-0087	ASPHALT SPREADER	JD82187		Active	
84-0091	300 AMP WELDER	NONE		Active	
84-0092	250 AMP WELDER (BUZZ BOX)	NONE		Active	
84-0093	HAMMER DRILL	9693126		Active	
84-0094	3/8 IN. AIR DRILL	196F		Active	
84-0095	SAND BLASTING CABINET	JD36X24S1		Active	
84-0096	HAND ASPHALT ROLLER	JD18197		Active	
84-0097	VACUUM PUMP STAND	JD972997		Active	
84-0098	LOADER RAKE	0290-7407A		Active	
84-0100	GRADING BOX	9722101		Active	
84-0101	HOBART WIRE FEED WELDER, SU	89WA01114		Active	
84-0102	WIRE FEEDER WELDER	U1930905553		Active	
84-0103	WIRE FEEDER WELDER XR30	JJ408432		Active	
84-0104	HOBART EXCEL-ARC WELDER	396WS14344		Active	
84-0105	9 FT. HYDRAULIC BROOM	0496-19137A		Active	
84-0107	HAND TEST PUMP	NONE		Active	
84-0108	MILLING MACHINE	2611S		Active	
84-0109	AIR COND RECYCLER	NONE		Active	
84-0111	MUELLER DRILLING MACHINE			Active	
84-0112	ROTARY HAMMER 1 1/2 IN.	286T		Active	
84-0113	CONCRETE VIBRATOR	NONE		Active	
84-0114	1/2 IN. ROTARY HAMMER	8500229819		Active	
84-0115	7 IN. GRINDER	67360		Active	
84-0116	4 IN. DISC GRINDER	NONE		Active	
84-0117	8 IN. REROUNDER	JD 12298		Active	
84-0118	SEWER WINCH	JD121198		Active	
84-0119	SEWER WINCH	JD121298		Active	
84-0120	90 LB PAVEMENT BREAKER	JD010499		Active	
84-0121	ROTARY HAMMER	295668G		Active	
84-0123	1/2 IN. DRILL	719B498420481		Active	
84-0124	ASPHALT CUTTER	NONE		Active	
84-0125	HAND TEST PUMP	594-400		Active	
84-0128	9 IN. GRINDER	77200621		Active	
84-0129	4 1/2 IN. GRINDER	866001700		Active	
84-0130	HAND TEST PUMP	594-400-4/99		Active	
84-0132	7 1/2 IN. POWERSAW	H969093		Active	
84-0136	ROTARY HAMMER DRILL	90000716		Active	
84-0137	GRADING BOX 72 IN.			Active	
84-0138	MACHINESHOP STEEL RACK			Active	
84-0139	DIVE REGULATOR			Active	
84-0140	MANHOLE RETRIVAL	RB 1122		Active	
84-0141	CHOPSAW 20 IN.	2A208		Active	
84-0142	H.D.CIRCULAR SAW	368281		Active	
84-0143	ELECTRIC CUTOFF SAW	4414.....CATALOG #966		Active	

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1	**Johnson Davis**				- Continued
Category: 84	**SMALL HANDHELD TOOLS**				- Continued
84-0144	ROTARY HAMMER	112316 CATALOG #531K		Active	
84-0145	MACHINE SHOP STEEL RACK 3RD	F17401712		Active	
84-0146	JD FABRICATION...1/2 IN. HAMMEF	0037-F		Active	
84-0147	JD FABRICATION	0281735		Active	
84-0148	4 1/2 IN. DISC GRINDER	C-301043		Active	
84-0149	4 1/2 IN. DISC GRINDER	C-301049		Active	
84-0154	GRINDER	283000703		Active	
84-0155	BOSCH ROTARY HAMMER			Active	
84-0156	BOSCH ANGEL ELECTRIC GRINDE	89000477		Active	
84-0157	SULLAIR PAVING BREAKER	1490151		Active	
84-0158	DRILLING MACHINE			Active	
84-0159	TRAIL BLAZER WIRE FEEDER 70 S	LC317514		Active	
84-0160	S 74DX WIRE FEEDER FOR 84-159	LC317153		Active	
84-0162	MUELLER D 5			Active	
84-0163	CHICAGO POWER ELECTRIC TOOI	1302003		Active	
84-0164	PLASMA CUTTER, MILLER	LC4011427		Active	
84-0165	MUELLER			Active	
84-0166	LOADER RAKE (FITS VOLVO)	BALDERSON		Active	
84-0167	12 IN. VORTEX AXIEL FAN (BLOWE	F174-01712		Active	
84-0168	DEWALT CUTOFF MACHINE	3339		Active	
84-0169	HAMMER DRILL	014841		Active	
84-0170	4 1/2 IN. GRINDER	27875		Active	
84-0171	3/4 IN.X12 FT. DOS ALLOY CHAIN S			Active	
84-0172	3/4 IN.X12 FT. DOS ALLOY CHAIN S			Active	
84-0173	3/4 IN.X12 FT. DOS ALLOY CHAIN S			Active	
84-0174	3/4 IN.X12 FT. DOS ALLOY CHAIN S			Active	
84-0175	BOBCAT FORK AND FRAME KIT (8'	6712927		Active	
84-0176	GAS TANK IN YARD 12,000 GAL.			Active	
84-0177	CONCRETE VIBRATOR	403212		Active	
84-0178	FLEX HEAD CUT-OFF TOOL (MIKE			Active	
84-0179	TIRE BALANCING MACHINEJUANS			Active	
84-0180	TIRE CHANGING MACHINE JUANS			Active	
84-0181	6 IN. TOOL GRINDER 1/2 HP	07818		Active	
84-0182	3/4 IN. AIR IMPACT WRENCH SERC	04015A		Active	
84-0183	4 1/2 IN. HEAVY DUTY GRINDER	816162		Active	
84-0190	PRESS 20 TON	JD-7232004		Active	
84-0191	BOSCH HAMMERDRILL	FL0500008J		Active	
84-0192	SKILSAW 7 1/4 IN. 2.5 HP			Active	
84-0193	10 IN. GRINDER 2 HP WELDING SH	B9711		Active	
84-0194	TREE BOOM	0700-63758-4		Active	
84-0195	TRANSERVE II PLUS	TS II A19677		Active	
84-0196	TUBELESS TIRE MOUNT/DISMOUN	HAND TOOL N/A		Active	
84-0197	1/2 REV AIR DRILL	HAND TOOL		Active	
84-0198	COMPRESSOR - TOM RICHARDS			Active	
84-0199	HIGH SPEED METAL SAW	A3807052005		Active	
84-0200	CBC 7700 BATTERY CHARGER SH	S060130017		Active	
84-0201	A/C RECOVERY/RECYCLE/RECHA			Active	
84-0202	2 QD CONCRETE VIBRATOR	W255020		Active	
84-0203	5007FKX3 CIRCULAR SAW	326646Y		Active	
84-0204	12 IN. MASONRY CUTOFF SAW	MN50090		Active	
84-0207	5007FKX3 CIRCULAR SAW	326747Y		Active	
84-0208	MILERMATIC 350P WELDER	LG3806278		Active	
84-0209	5 IN. ANGLE GRINDER	262246E		Active	

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1	**Johnson Davis**				- Continued
Category: 84	**SMALL HANDHELD TOOLS**				- Continued
84-0210	DRILL / DRIVER	A77A506030598		Active	
84-0211	IMPACT WRENCH	A078		Active	
84-0212	POWER UNIT FOR DIRECT TAPPIN			Active	
84-0215	LATH - - - 1500 GI	EP 15025		Active	
84-0220	AIR HAMMER, CH1SEL	4754547		Active	
84-0221	HAMMER DRILL	788 00 1433		Active	
84-0223	SULLAIR 90 LB PAVEMENT BREAK	2820496P		Active	
84-0224	AIRLESS PAINT SPRAYER	BA05120		Active	
84-0225	4-1/2 IN. 8.5 GRINDER, BOSCH HA	586000025		Active	
84-0226	SPECTRUM 1251 PLASMA CUTTEF			Active	
84-0227	5 IN. ANGLE GRINDER,BOSCH	792000130		Active	
84-0228	PNEUMATIC CHIPPING HAMMER, S	S1781376		Active	
84-0229	1/2 IN. DRILL	684000085		Active	
84-0230	1/2 IN. MILWAUKEE ELECTRIC DRI	084-A507310861		Active	
84-0231	AIR COMPRESSOR, PORTABLE (C	HU 01/08 00165		Active	
84-0232	BLUE STAR WELDER			Active	
84-0233	12 IN. ELECTRIC CUT OF SAW	M880137		Active	
84-0234	5 IN. ANGLE GRINDER	790000521		Active	
84-0235	SPEEDAIRE PORTABLE COMPRES	HU120700142		Active	
84-0236	TIRE CHANGING MACHINE JUANS			Active	
84-0237	5 IN. 8.5 GRINDER, BOSCH HAND	9900000227		Active	
84-0238	HEAVY DUTY AIR CHIPING HAMME			Active	
84-0240	PAVING BREAKER, SULLAIR	5608501169P		Active	
84-0244	3/4 IN. INGERSOL RAND INPACT W			Active	
84-0245	R/A SANDER/GRINDER,4-1/2IN, 8A	889001482		Active	
84-0246	R/A SANDER/GRINDER,4-1/2IN, 8A	781003895		Active	
84-0247	BATTERY CHARGER	044012 0109		Active	
84-0248	R/A SANDER/GRINDER,4-1/2IN, 8A	3601H31A10		Active	
84-0249	DW130V 1/2 IN. SPADE HANDLE DI	753245		Active	
84-0250	3/4 HD DRILL MIWAUKEE	567D611350047		Active	
84-0251	RYOBI 10 IN. TABLE SAW	Z111742243		Active	
84-0252	RKYOBI 9 IN. BAND SAW	BS111061244		Active	
84-0254	4.25 IN. MOLE	P11093355477		Active	
84-0258	3 HP INGERSOL RAND UPRIGHT A			Active	
84-0259	18000 LBS VEHICLE LIFT			Active	
84-0263	TDCI-1330-1 PLASMA SYSTEM CUT	M0111358 MX1238009615		Active	
84-0264	BOSCH MASTERTECH VCI ANALYZ	2207018		Active	
84-0266	HAND TEST PUMP			Active	
84-0268	4-1/2 IN. GRINDER	711170		Active	
84-0272	LIFTING RIG FOR BARRIER WALL			Active	
84-0273	BARRIER WALL LIFTER			Active	
84-0274	261 AIR IMPACK WRENCH 3/4 IN. D	SR13H		Active	
84-0280	DEWALT 4 1/2" ANGLE GRINDER	948573		Active	
84-0281	3/4" AIR IMPACT WRENCH			Active	
84-0282	1 1/4" PAVEMENT BREAKER	D2306		Active	
84-0283	CHIPPING HAMMER	310021		Active	
84-0284	CIRCULAR SAW	CS14456DC26058		Active	
84-0285	VENTURI SUCTION SAND REMOVE	JD2242015		Active	
Category: 85	**AIR COMPRESSORS, GENERATORS**				
+-	WACKER LIGHT TOWER			Active	
85-0010	AIR COMPRESSOR==> OUT OF SE	100D3794		Active	
85-0058	6 FOOT BROOM			Active	
85-0068	POGO STICK TAMPER	06933048		Active	

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1	**Johnson Davis**				- Continued
Category: 85	**AIR COMPRESSORS, GENERATORS**				- Continued
85-0069	POGOSTICK AIR HAND TAMPER	05912041		Active	
85-0075	AMIDA LIGHT TOWER	940825517		Active	
85-0077	RANGER 8 WELDER (50-0160)	9974-U1950110457		Active	
85-0081	AIR COMPRESSOR INSTALLED ON			Active	
85-0104	WELDING MACHINE.			Active	
85-0105	JRB BROOM 9 FT.	0496-19137A		Active	
85-0106	AIR COMPRESSOR MOUNTED ON			Active	
85-0108	MILLING MACHINE	2611S		Active	
85-0110	PRESSURE CLEANER	582-136		Active	
85-0111	DIRECT TAPPING MACHINE	NO. 1		Active	
85-0112	MAKITA ROTARY HAMMER	286T		Active	
85-0113	CONCRETE VIBRATOR			Active	
85-0117	8 IN. REROUNDER	JD12298		Active	
85-0122	MANHOLE BLOWER	29765H		Active	
85-0124	ASPHALT CUTTER			Active	
85-0125	TESTPUMP HAND ACTIVATED	594-400-3/99		Active	
85-0126	GENERATOR	5190634		Active	
85-0127	GENERATOR	518845		Active	
85-0130	HAND TEST PUMP			Active	
85-0131	COMPRESSOR ON 50-160	8040899119		Active	
85-0133	GENERATOR 5000 WATT	SVP5000		Active	
85-0134	MANHOLE BLOWER	30459H		Active	
85-0135	HYDRAULIC POWER UNIT CORING	NONE/ PORTABLE CORING UNIT		Active	
85-0136	CUTOFF SAW			Active	
85-0137	GENERATOR IN CORE MACHINE 8	2012095425		Active	
85-0138	GENERATOR			Active	
85-0139	GENERATOR {FOR 50-123}	102099N-220372		Active	
85-0142	GENERATOR JAY'S OLD ONE 5/25	NONE		Active	
85-0143	AIR COMPRESSOR ON WHEELS	289804UE1221		Active	
85-0144	AIR COMPRESSOR	D122100085		Active	
85-0145	HYDRAULIC RECYLING UNITED	I-99		Active	
85-0146	PORTABLE WELDER TRAILBLAZEI	LC304845		Active	
85-0147	AIR COMPRESSOR KOHLER ON 8	3218205991		Active	
85-0148	GENERATOR [SHOP USE]	GBFE6010		Active	
85-0149	BACKHOE ATTACHMENT	880001176		Active	
85-0150	MANHOLE BLOWER 4 HP HONDA	1614		Active	
85-0151	GENERATOR-6000 WATTS-STOLEI	5484220		Active	
85-0152	2003 KOMATSU FORKLIFT	563119A		Active	
85-0153	CATERPILLAR FORKLIFT	70Y00390		Active	
85-0154	GENERATOR9.7 KW MULTIQUIP	5500258		Active	
85-0156	PRESSURE CLEANER HX32004E2	200402206		Active	
85-0157	FUSION MACHINE ROLLING 618	C11268		Active	
85-0158	GENERATOR PORTABLE	1011467161		Active	
85-0159	GENERATOR PORTABLE	1011457160		Active	
85-0160	INGERSOLL RAND COMPRESSOR	285948UBI221		Active	
85-0161	COLD PRESSURE CLEANER	2353013549		Active	
85-0162	ELECTRIC GOLF CART	A9841-704641		Active	
85-0163	AIR COMPRESSOR - INGERSOL R/	0603090135		Active	
85-0164	MILLER WELDING MACHIME MOUI	LG028571		Active	
85-0165	HAMMER (A.P.E)	060470		Active	
85-0166	MULTIQUIP GENERATOR	5507417		Active	
85-0167	MULTIQUIP GENERATOR(MOUNTE	5522665		Active	
85-0168	OFFICE STANBY BENERATOR			Active	

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1	**Johnson Davis**				- Continued
Category: 85	**AIR COMPRESSORS, GENERATORS**				- Continued
85-0169	STAND BY GENERATOR / SHOP	M06F111015-05		Active	
85-0170	AIR COMPRESSOR-INGERSOLL R/	383764UCRB02		Active	
85-0171	6 IN. PUMP HEAD HYDRAULIC			Active	
85-0172	HT004 4 IN. TRASH PUMP HEAD U!	4079		Active	
85-0173	4 IN. PUMP HEAD/TMSA ASSEMBL'	H4T-MSAR-81		Active	
85-0174	DEMOLITION HAMMER ATTACHED			Active	
85-0175	MANHOLE BLOWER	H34934		Active	
85-0176	PUMP HEAD 10-56			Active	
85-0177	POWER UNIT FOR SHEETING DRI\	803126		Active	
85-0178	LIGHT TOWER	042489		Active	
85-0179	WELDER, MILLER BLUE STAR	3807201715		Active	
85-0180	COLEMAN 1800 WATTS POWER M.			Active	
85-0181	RIGID PRESSURE WASHER	T1097210		Active	
85-0182	12 IN. HYDRAULIC HEAD	5320		Active	
85-0183	HYDRAULIC SUB TRASH PUMP			Active	
85-0184	YAMAKOYO AIR COMPRESSOR			Active	
85-0185	GENERATOR, RONNIE CRAVEN			Active	
85-0186	MAVERICK JACK HAMMER			Active	
85-0187	BOOM FOR THE VIBRATORY HAMI			Active	
85-0188	4 INCH HYFRAULIC PUMP HEAD			Active	
85-0189	4 IN. SLOAN PUMP HEAD HYDRAL	45195		Active	
85-0190	PRESSURE CLEANER, HYDROTEK			Active	
85-0191	4 IN. HYDRAULIC PUMP HEAD	S-452C		Active	
85-0192	4 IN. HYD. HEAD	4079		Active	
85-0194	COMPRESSOR ON 80-163			Active	
85-0195	YAMAHA GENERATOR			Active	
85-0196	STREET BROOM			Active	
85-0197	PUMP HEAD	88D1158		Active	
85-0198	PUMP HEAD			Active	
85-0199	WALK BEHIND SAW			Active	
85-0200	5500 WATTS GENERATOR			Active	
85-0201	GENERATOR TROY-BILT 5550			Active	
85-0202	HUSQVARNA WALK BEHIND SAW			Active	
85-0203	MANHOL BLOWER 5.7 HP	199532		Active	
85-0204	4 IN. MANHOLE TYPE HYDRAULIC			Active	
85-0205	CONCRETE PULVERIZER	120451		Active	
85-0206	BOOM FOR THE HAMMER			Active	
85-0207	GP5600A WACKER NUESSON GEN	201550113		Active	
85-0208	RIGID 3600 WATT GENERATOR	BM13103D010043		Active	
85-0211	6" PUMP HEAD	JD7222014		Active	
85-0212	6" HYDRAULIC HEAD	6M35		Active	
85-0213	15,000 LBS FORKLIFT			Active	
85-0214	SULLAIR AIR COMPRESSOR	200806170102		Active	
85-0215	18" DIAMOND PRODUCTS STREET	1273810		Active	
85-0216	LIGHT TOWER			Active	
85-0217	JB Pipe Puller			Active	
85-0218	LIGHT TOWER	5445001		Active	
Category: 86	**TRENCHING EQUIPMENT**				
86-0018	3 TOOTH ROCK BUCKET 30"			Active	
86-0020	ROCK BUCKET FOR LIEBHERR 20-	N/A		Active	
86-0021	12" INCH WIDE SPECIAL BUCKET (	NONE		Active	
86-0036	PUNCH 23' LONG WITH WEIGHT O			Active	
86-0039	8' HIGH X 24' LONG X 6" WALL TRE	98101542F-2		Active	

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Department: 1	**Johnson Davis**				- Continued
Category: 86	**TRENCHING EQUIPMENT**				- Continued
86-0044	Vibrator Bucket, Felco Industries, us			Active	
86-0051	PUNCH 20' 6"L X 4 1/2" DIAMETER			Active	
86-0062	WELL POINT PUNCH	JD8662		Active	
86-0114	ROCK PUNCH	JD86114		Active	
86-0522	TRENCH SHIELD			Active	
86-0535	24.5" ROCK BUCKET FOR KOMATS	24HPWM3006HXGK200KM		Active	
86-0536	8FOOT X 16 FOOT LONG X 4" THIC	104407		Active	
Category: 90	**STEEL SHEETING**				
90-0001	STEEL SHEETING			Active	
Category: 95	**FUEL TANKS, GANG BOXES ETC**				
95-0018	CREW GANG BOX 4' X 8'			Active	
95-0041	548 GALLON FIELD FUEL TANK			Active	
95-0048	500 GALLON FIELD FUEL TANK			Active	
95-0050	CREW BOX 4' X 8'			Active	
95-0087	500 GALLON FUEL TANK	JD9587		Active	
95-0089	300 GALLON FUEL TANK (YARD)			Active	
95-0111	STORAGE CONEX BOX 5' X 8'			Active	
95-0141	500 GALLON FUEL TANK			Active	
95-0189	550 GALLON DIESEL TANK	JD-95189		Active	
95-0193	500 GALLON FIELD FUEL TANK	N/A		Active	
95-0195	500 GALLON FUEL TANK			Active	
95-0196	500 GALLON FIELD FUEL TANK			Active	
95-0197	500 GALLON FUEL CONTAINMENT	N/A		Active	
95-0198	500 GALLON FUEL TANK			Active	
95-0199	500 GALLON FIELD FUEL TANK			Active	
95-0200	500 GALLON FIELD FUEL TANK			Active	
95-0207	500 GALLON FIELD FUEL TANK			Active	
95-0209	500 GALLON FUEL TANK			Active	
95-0211	Storage Container			Active	
95-0219	500 GALLON FUEL TANK			Active	
95-0222	500 GALLON FIELD FUEL TANK			Active	
95-0223	500 GALLON FUEL TANK	N/A		Active	
95-0224	500 GALLON FUEL TANK			Active	
95-0251	BRICK BIN	JD-11252014		Active	
95-0252	BRICK BIN	JD-12062014		Active	
95-0253	MUD PAN	JD-2102015		Active	
95-0254	MUD PAN	JD-2112015-1		Active	
95-0255	MUD PAN	JD-2112015-3		Active	
95-0256	MUD PAN	JD-2112015-2		Active	
95-0257	LARGE STEEL STORAGE RACK	N/A		Active	

JOHNSON-DAVIS INC.

TAB 4- INSURANCE AND BONDING

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lassiter-Ware Insurance of Tampa Bay
1300 N. Westshore Blvd
Suite 110
Tampa FL 33607

CONTACT NAME: Debra Linkous
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS: DebraL@lassiter-ware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI-Gerling America Insurance	41343
INSURER B: Endurance American Specialty	41718
INSURER C: Bridgefield Casualty	10335
INSURER D: XL Specialty Insurance Co	37885
INSURER E:	
INSURER F:	

INSURED
Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana FL 33462

COVERAGES CERTIFICATE NUMBER: 15-16 MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			EGGCC000173515 Blanket Additional Insd incl Prod/Compl Ops and Primary & Non-Contrib. Contractual Liability	3/1/2015	3/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ excluded $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EAGCC000173515 Blanket Additional Insd	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 2,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			EXAGC000173515 Follow Form	3/1/2015	3/1/2016	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0196-38538 Blanket Waiver of Subrog	3/1/2015	3/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Excess Lia (follow form)			ELD10006501300	3/1/2015	3/1/2016	$1,000,0000/$1,000,000	Excess of $3M
D	Installation Floater			UM00034349MA15A	3/1/2015	3/1/2016	$200,000	Blkt All Jobs

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Pollution Liability - $1,000,000 Policy #793003092000, Eff 3/1/15-16 Homeland Insurance Company of NY

CERTIFICATE HOLDER

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Doug Childers/DEBRAL

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Liberty Mutual.
SURETY

June 17, 2015

Lenora Darden, CPPB
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: Johnson-Davis, Incorporated
Prequalification Bonding Letter

Dear Lenora Darden:

It is our understanding that you are considering Johnson-Davis, Incorporated as the contractor for your construction project. We are prepared to provide surety bond credit for them well in excess of your requirements as we entertain a single project bonding capacity of Thirty-Five Million Dollars ($35,000,000) and a total aggregate bonding capacity in excess of Eighty Million dollars ($80,000,000).

Liberty Mutual Insurance Company has supported Johnson-Davis for over 15 years and considers Johnson-Davis, Incorporated to be one of our most valued clients. Liberty Mutual has never declined a bond request for this fine account. Liberty Mutual Insurance Company is an "A" (Excellent) rated carrier with a financial size category of XV ($2 billion+) by A.M. Best Company and a US Treasury limit exceeding $1.2 billion.

A Performance and Payment Bond equal to one hundred percent of the contract amount is subject to our review and acceptance of the contract terms and conditions, bond forms, construction financing details and a satisfactory underwriting requirement review at the time of the request. We assume no liability to third parties or to you by the issuance of this letter if for an reason we do not execute such bonds.

Johnson-Davis is properly financed, well equipped and very capably managed. Their construction team consistently brings their projects in within the budget and on time. Their payment record is excellent and they enjoy an enviable reputation.

We highly recommend Johnson-Davis, Inc. Should you have any questions or require additional information, please contact Wesley P. Williams at 404.264.3221

Sincerely,

Jacqueline Jordan Hampton

Jacqueline Jordan Hampton, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6866400

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille M. Cruz; Claudette Alexander Hunt; Jacqueline Jordan Hampton

all of the city of Miami, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of February, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of February, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of June, 20 15.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

JOHNSON-DAVIS INC.

TAB 5- FINANCIAL CAPACITY

JOHNSON-DAVIS, INCORPORATED

FINANCIAL STATEMENTS

June 30, 2014

JOHNSON-DAVIS, INCORPORATED

FINANCIAL STATEMENTS

June 30, 2014

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Johnson-Davis, Incorporated
Lantana, Florida

We have audited the accompanying financial statements of Johnson-Davis, Incorporated (the "Company"), which comprise the balance sheet as of June 30, 2014, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Johnson-Davis, Incorporated

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Johnson-Davis, Incorporated as of June 30, 2014, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Keefe McCullough

KEEFE McCULLOUGH

Fort Lauderdale, Florida
September 22, 2014

JOHNSON-DAVIS, INCORPORATED
BALANCE SHEET
June 30, 2014

ASSETS

CURRENT ASSETS:		
Cash		$ 4,734,531
Contract receivables, net of allowance for doubtful accounts of $18,359		6,327,876
Costs and estimated earnings in excess of billings on uncompleted contracts		346,750
Other receivables		3,650
Prepaid expenses and other current assets		363,489
Inventory		34,511
Total current assets		11,810,807
PROPERTY AND EQUIPMENT, at cost:		
Machinery and equipment	$ 3,626,662	
Automotive equipment	2,564,951	
Buildings and improvement	826,494	
Furniture and fixtures	47,809	
Construction in progress	64,812	
	7,130,728	
Less accumulated depreciation	4,274,859	
	2,855,869	
Land	597,902	3,453,771
OTHER ASSETS:		
Deposits and other assets	260,095	260,095
Total assets		$ 15,524,673

The accompanying notes to financial statements are an integral part of these statements.

JOHNSON-DAVIS, INCORPORATED
BALANCE SHEET
June 30, 2014

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
Accounts payable		$ 1,311,339
Accrued expenses		1,268,299
Current portion of debt		621,551
Federal and state income taxes payable		58,804
Billings in excess of costs and estimated earnings on uncompleted contracts		624,496
Total current liabilities		3,884,489
DEBT, less current portion		882,056
DEFERRED INCOME TAXES PAYABLE		120,849
Total liabilities		4,887,394
STOCKHOLDERS' EQUITY:		
Capital stock, 500 shares of $ 1 par value common stock	$ 100	
authorized, 100 shares issued and 88.54 shares outstanding	11,737	
Paid in capital	(462,907)	
Treasury Stock, 11.46 shares, at cost	11,088,349	10,637,279
Retained earnings		
Total liabilities and stockholders' equity		$ 15,524,673

The accompanying notes to financial statements are an integral part of these statements.

JOHNSON-DAVIS, INCORPORATED
STATEMENT OF INCOME AND RETAINED EARNINGS
For the Year Ended June 30, 2014

CONTRACT AND SERVICE REVENUES		$ 25,655,613
COST OF REVENUES, including provision for depreciation of $ 789,511		19,454,860
Gross profit		6,200,753
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES:		
Selling, general and administrative expenses, including a provision for depreciation of $ 21,260		5,511,111
Income from operations		689,642
OTHER INCOME (EXPENSE):		
Miscellaneous income	$ 31,205	
Gain on sale of property and equipment	19,169	
Interest income	16,899	
Interest expense	(41,694)	
Micellaneous expense	(115,211)	(89,632)
Income before provision (credit) for income taxes		600,010
PROVISION (CREDIT) FOR INCOME TAXES:		
Current	266,599	
Deferred	2,539	269,138
Net income		330,872
RETAINED EARNINGS July 1, 2013		10,757,477
RETAINED EARNINGS, June 30, 2014		$ 11,088,349

The accompanying notes to financial statements are an integral part of these statements.

JOHNSON-DAVIS, INCORPORATED
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income		$ 330,872
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for depreciation		810,772
Gain on sale of property and equipment		(19,169)
Changes in assets and liabilities:		
Decrease in contract receivables		2,119,833
Decrease in costs and estimated earnings in excess of billings on uncompleted contracts		247,001
Increase in other receivables		(1,400)
Increase in other assets		(23,643)
Increase in prepaid expenses		(60,101)
Decrease in accounts payable		(752,560)
Decrease in accrued expenses		57,502
Increase in Federal and State income taxes payable		58,804
Increase in deferred tax liability		2,539
Decrease in billings in excess of costs and estimated earnings on uncompleted contracts		(1,346,086)
Net cash provided by operating activities		1,424,364
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of property and equipment	$ 510,498	
Payments for purchase of property and equipment	(254,954)	
Net cash provided by investing activities		255,544
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments from stockholder loan receivable	226,692	
Principal payments on debt	(668,686)	
Treasury Stock Buy-Back	(309,907)	
Net cash used in financing activities		(751,901)
Net increase in cash		928,007
CASH, July 1, 2013		3,806,524
CASH, June 30, 2014		$ 4,734,531

The accompanying notes to financial statements are an integral part of these statements.

NOTE 1 - ORGANIZATION AND OPERATIONS

Johnson-Davis, Incorporated (the "Company") is involved in the construction industry, principally the installation and repair of underground water, sewer and drainage lines.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Recognition of income:

Revenue from construction contracts is recognized on the percentage-of-completion method, measured by the proportion of construction costs incurred to date to estimated total construction costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Construction costs of projects under contract include all direct material and labor costs and those indirect costs related to contract performance. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on the uncompleted contracts are made in the period in which such losses are determined. Changes in estimated profitability are recognized in the period in which the revisions are determined. The costs of construction contracts are charged to earnings on the percentage-of-completion method used to recognize revenues.

All other services are accounted for using the accrual method of accounting.

Contract receivables and allowance for doubtful accounts:

Contract receivables are composed of amounts due from interim and final billings on long-term construction contracts as well as current billings from other services provided and are reported at the amount management expects to collect from outstanding balances. Management provides for an allowance for uncollectible amounts based on the Company's historical bad debt experience and management's judgment. As of the year ended June 30, 2014, management feels the allowance for doubtful accounts is reasonably stated.

Cash:

The Company maintains cash balances at a financial institution which occasionally may exceed Federally insured amounts. At June 30, 2014, the uninsured cash balances totaled $ 4,484,531.

Provision for depreciation:

Depreciation does include the amortization of the assets collateralizing the capital lease obligations (See Note 7). Depreciation is provided for using the straight line method over the estimated useful lives for each asset category as follows:

Machinery and equipment	5-10 years
Automotive equipment	3-7 years
Furniture and fixtures	5 years
Buildings and improvements	5-39 years

Minor additions and repair and maintenance items not extending the original useful life of the assets are expensed as incurred. Additions and major renewals are capitalized.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The total provision for depreciation was $ 810,771 for the year ended June 30, 2014.

Use of estimates:

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Inventory:

Inventory consists of small tools and supplies and is recorded at cost which approximates fair market value.

Advertising costs:

The Company expenses advertising costs as incurred. Advertising expenses amounted to $ 19,405 for the year ended June 30, 2014.

Date of Management's Review:

Subsequent events have been evaluated through September 22, 2014, which is the date the financial statements were issued.

NOTE 3 - CONTRACT RECEIVABLES

Contract receivables at June 30, 2014 consist of:

Billed:		
Completed contracts	$	17,752
Contracts in progress		3,221,664
Retainage		3,106,819
		6,346,235
Less allowance for doubtful accounts		18,359
	$	6,327,876

The revenue and billing status of contracts in progress at June 30, 2014, is as follows:

Costs and estimated earnings on uncompleted contracts	$	45,888,577
Less billings to date		46,166,323
Net billings on uncompleted contracts in excess of costs and estimated earnings	$	(277,746)

NOTE 4 - COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

These amounts are included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	$	346,750
Billings in excess of costs and estimated earnings on uncompleted contracts		(624,496)
Net billings on uncompleted contracts in excess of costs and estimated earnings	$	(277,746)

NOTE 5 - CERTAIN SIGNIFICANT ESTIMATES

Revenues from fixed-price contracts are recognized on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers incurred costs to be the best available measure of progress on these contracts. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and revenues in a succeeding year.

NOTE 6 - LINE OF CREDIT

At June 30, 2014, the Company had an unsecured $ 2,000,000 revolving line of credit payable upon demand. The line of credit is personally guaranteed by certain stockholders of the Company. Advances on this obligation bear interest at the financial institution's prime rate plus 2.25% (5.50% at June 30, 2014). There is no outstanding balance of this facility at June 30, 2014. There are certain restrictive covenants relating to this line of credit. At June 30, 2013 the Company was in compliance with all such covenants.

NOTE 7 - DEBT

Debt as of June 30, 2014 consists of:

Nineteen installment contracts with finance companies payable in aggregate monthly installments totaling approximately $ 46,000 including interest at various amounts up to 8.5% through August 2015 and at lesser amounts thereafter through August 2017. These obligations are personally guaranteed by certain Company stockholders and are collateralized by property and equipment with a net book value of approximately $ 1,656,000.	$	1,183,970

NOTE 7 – DEBT (continued)

Fourteen capital leases with financial institutions payable in aggregate monthly installments totaling approximately $ 10,500 including interest ranging from 7.96% to 10.29% through April 2019. These obligations are personally guaranteed by certain Company stockholders and are collateralized by automotive equipment with a book value of $ 468,400 and a net book value of approximately $ 323,900.	319,637
	1,503,607
Less current portion of debt	621,551
	$ 882,056

Future installment contract principal payments and capital lease minimum payments, interest, and principal in the aggregate are approximately as follows:

Year Ending June 30,		Capital Leases			Total Debt
		Minimum Payment	Imputed Interest	Net	
2015	$ 536,600	$ 109,500	$ 24,600	$ 84,900	$ 621,500
2016	$ 430,800	$ 91,200	$ 17,500	$ 73,700	$ 504,500
2017	$ 200,800	$ 88,400	$ 11,000	$ 77,400	$ 278,200
2018	$ 15,700	$ 65,600	$ 4,500	$ 61,100	$ 76,800
2019	$ -	$ 23,300	$ 700	$ 22,600	$ 22,600
Thereafter	$ NONE	$ NONE	$ NONE	$ NONE	$ NONE

NOTE 8 - LEASES

The Company leases various pieces of automotive equipment for approximately $ 1,700 per month through October, 2014 and at lesser amounts thereafter until August, 2016. Lease expense for the year ended June 30th, 2014 for these and presently expired leases amounted to approximately $ 30,200. In addition to the afore mentioned operating leases the Company is engaged in fourteen capital leases (See Note 7) which are not included in the monthly payments in the schedule below. The following is a schedule of future minimum lease payments relating to all of the Company's operating leases:

Year Ending June 30,	
2015	$ 12,200
2016	$ 3,600
2017	$ 500
Thereafter	$ 500

NOTE 9 – PROVISION (CREDIT) FOR INCOME TAXES

Deferred income taxes result from timing differences in reporting income for financial statement purposes and for tax purposes. Such differences relate to differences in the methods of providing for depreciation, the allowance for doubtful accounts, and the availability of net operating losses to offset future taxable income. Accelerated depreciation is used for tax reporting while straight-line depreciation is used for financial reporting.

The Company adopted Financial Accounting Standards Board Accounting Codification, *Accounting for Income Taxes* (ASC740) (formerly SFAS No. 109), which requires the Company's deferred taxes to be recorded at the rate that is expected to be in effect when deferred taxes will be paid, rather than the rate in effect when the deferred taxes arise.

The tax provision (credit) for the year ended June 30, 2014 consists of the following components:

Current	$ 266,599
Deferred	2,539
	$ 269,138

The Company's effective tax rate for income taxes is the combined Federal and state rate of 37.63%, adjusted for certain nondeductible items such as meals and entertainment and life insurance premiums.

NOTE 10 – STOCKHOLDERS' EQUITY

During the year the Company acquired 2.46 shares of the treasury stock for $ 309,907. The schedule below reflects the activity of the stockholders' equity for the year ended June 30, 2014.

	Capital Stock	Paid-in Capital	Treasury Stock	Retained Earnings	Total
STOCKHOLDERS' EQUITY, July 1, 2013	$ 100	$ 11,737	$ (153,000)	$ 10,757,477	$ 10,616,314
Net Income	-	-	-	330,872.28	330,872
Treasury Stock Buy-Back	-	-	(309,907)	-	(309,907)
STOCKHOLDERS' EQUITY, June 30, 2014	$ 100	$ 11,737	$ (462,907)	$ 11,088,349	$ 10,637,279

NOTE 11 - SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental Disclosure of Cash Flow Information:

Cash paid during the year for -	
Interest expense	$ 39,682
Income taxes	$ 35,517
Cash received during the year for -	
Interest income	$ 16,899

NOTE 11 - SUPPLEMENTAL CASH FLOW INFORMATION (continued)

Noncash Investing and Financing Activities:

Acquisition of property and equipment -		
Cost of property and equipment	$	693,347
Less property and equipment financed		(438,393)
Cash paid for purchases of property and equipment	$	254,954

NOTE 12 – RETIREMENT PLAN

The Company has adopted a 401(k) retirement plan covering employees who have attained the age of eighteen and one year of service with the Company. Contributions are based upon the amount of compensation each participant elects to defer yearly. Generally, such deferral amount may not exceed the lesser of 100% of total compensation or $ 16,500 ($ 22,000 if over age 50) for 2014 for each participant. The Company has made a Safe Harbor election for the plan year whereby the matching contribution is dollar-for-dollar on salary deferrals up to three percent (3%) of qualified compensation and fifty-cents on the dollar on salary deferrals from three percent (3%) to five percent (5%) of qualified compensation. The Safe Harbor matching contribution is fully vested when made. For the year ended June 30, 2014, the Company contributed approximately $ 237,100 to the Plan.

NOTE 13 - CONTINGENCIES

Litigation:

The Company is involved in certain pending litigation which arose in the normal course of business. The Company's management believes the ultimate outcome of such pending litigation will not have any material adverse effect on the financial condition of the Company.

Bonding:

At June 30, 2014, the Company had outstanding performance and payment bonds with an insurance company for approximately $ 24,813,000. This surety bond is guaranteed by the Company and certain stockholders.

NOTE 14 – CONCENTRATIONS

At June 30, 2014, five customers accounted for approximately 33% of the contract revenues. At June 30, 2014, five vendors accounted for approximately 24% of the cost of revenues. At June 30, 2014, four customers comprised approximately 43% of contract receivables.

Keefe
McCullough
CPA's + Trusted Advisors

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Johnson-Davis, Incorporated
Lantana, Florida

We have audited the financial statements of Johnson-Davis Incorporated as of and for the year ended June 30, 2014, and our report thereon dated September 22, 2014, which expressed an unqualified opinion on those financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included on pages 14 through 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Keefe McCullough
KEEFE McCULLOUGH

Fort Lauderdale, Florida
September 22, 2014

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF COST OF REVENUES
For the Year Ended June 30, 2014

Materials	$ 6,257,162
Labor costs	5,810,208
Subcontractor and general expenses	3,387,413
Equipment repair, maintenance and rental	1,414,805
Fuel	1,350,285
Provision for depreciation	789,512
Insurance and bonds	141,161
Taxes, licenses and permits	96,726
Small tools and supplies	90,434
Oils and motor fluids	72,594
Communication devices	24,816
Dewatering accessories	19,744
	$ 19,454,860

See independent auditor's report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES
For the Year Ended June 30, 2014

Salaries and wages	$ 3,180,430
Insurance	1,108,862
Payroll taxes	343,858
Employee benefits	273,815
Office expense	133,155
Auto and truck expense	112,669
Repairs and maintenance	72,588
Travel and entertainment	60,012
Taxes - other	43,697
Utilities	43,614
Legal and professional	38,729
Provision for depreciation	21,260
Promotion and advertising	19,405
Professional development	19,008
Dues and subscriptions	18,655
Telephone	14,604
Contributions	6,750
Total selling, general and administrative expenses	$ 5,511,111

See independent auditor's report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF CONTRACT EARNINGS
For the Year Ended June 30, 2014

	Contract and Service Revenues	Costs of Revenues	Gross Profit
Contracts completed during the year	$ 6,845,817	$ 3,810,091	$ 3,035,726
Contracts in progress	18,809,796	15,644,769	3,165,027
Totals	$ 25,655,613	$ 19,454,860	$ 6,200,753

See independent auditor's report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF COMPLETED CONTRACTS
For the Year Ended June 30, 2014

Contract	Contract Number	Total Contract: Contract Amount	Total Contract: Cost of Revenues	Total Contract: Gross Profit
SR 710	40887	$ 4,509,620	$ 2,829,082	$ 1,680,538
Mt. Dora Streetscape	30962	1,023,379	796,709	226,670
CR 708	31034	417,500	278,661	138,839
Diamond K	983	343,696	128,229	215,467
Turnpike Emergency Access-E8N08	40995	236,099	206,412	29,687
Main Replacement	11014	221,411	163,444	57,967
FPL 24" Pipeline SR 710	917	1,160,169	486,585	673,584
Central Blvd. Bridge Over C-18	30925	610,100	445,557	164,543
Ironhorse Culvert Repairs	20959	221,606	184,695	36,911
Wetlands Mitigation	30994	154,730	121,550	33,180
Nautical Way	20941	156,349	160,582	(4,233)
Temple Blvd. Water Extension	70961	129,299	121,370	7,929
Parkwood Subdivision	30984	127,258	104,438	22,820
Boca Raton Airport Water & Sewer	10964	129,046	90,747	38,299
Palm Beach Plantation Emerg. C.S.	20965	111,172	86,388	24,784
Old Pompano Water & Sewer	30948	280,688	244,961	35,727
Contracts under $ 100,000	MULTIPLE	9,785,620	7,639,190	2,146,430
		$ 19,617,742	$ 14,088,600	$ 5,529,142

See independent auditor's report on supplementary information.

Inception through June 30, 2013			For the Year Ended June 30, 2014		
Contract and Service Revenues	Cost of Revenues	Gross Profit	Contract and Service Revenues	Cost of Revenues	Gross Profit (Loss)
$ 2,686,472	$ 2,225,220	$ 461,252	$ 1,823,148	$ 603,862	$ 1,219,286
541,877	436,469	105,408	481,502	360,240	121,262
-	-	-	417,500	278,661	138,839
-	-	-	343,696	128,229	215,467
-	-	-	236,099	206,412	29,687
-	-	-	221,411	163,444	57,967
950,814	446,245	504,569	209,355	40,340	169,015
407,026	382,926	24,100	203,074	62,631	140,443
34,200	24,925	9,275	187,406	159,770	27,636
-	-	-	154,730	121,550	33,180
4,254	3,848	406	152,095	156,734	(4,639)
1,426	1,214	212	127,873	120,156	7,717
-	-	-	127,258	104,438	22,820
1,890	1,601	289	127,156	89,146	38,010
1,552	1,332	220	109,620	85,056	24,564
174,179	150,926	23,253	106,509	94,035	12,474
7,968,235	6,603,803	1,364,432	1,817,385	1,035,387	781,998
$ 12,771,925	$ 10,278,509	$ 2,493,416	$ 6,845,817	$ 3,810,091	$ 3,035,726

See independent auditor's report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF CONTRACTS IN PROGRESS
For the Year Ended June 30, 2014

		TOTAL CONTRACT		FROM INCEPTION	
Contract	Contract Number	Contract Amount	Estimated Gross Profit (Loss)	Contract and Service Revenues	Cost of Revenues
SR5 Cocoa T5341	40952	$ 6,793,464	$ 998,991	$ 3,771,047	$ 3,216,508
PBCWUD-So. County Water Service Ph.2	70897	1,769,457	77,930	1,749,930	1,672,860
I-595 Segment E	40810	7,400,000	1,515,700	7,379,017	5,867,615
Abacoa Town Center Ph.4	60963	1,048,400	115,423	997,561	887,735
TOPB/A-7 Pinewalk Forcemain	10977	971,027	273,133	961,489	691,039
Atlantic Commons	70966	931,640	318,348	928,576	611,275
I-595 Segment C Zone 4,5,& 6	40738	12,853,227	884,737	12,824,874	11,942,089
Tamarind Ave. Watermain	11031	2,699,900	276,364	798,763	717,001
Econlockhatchee Trail	31002	729,882	205,655	709,670	509,710
Park Trail Acres	11019	659,401	159,346	651,103	493,762
SWA Renewable Energy Facility #2	60859	2,420,162	676,062	2,314,971	1,668,294
St. Vincent de Paul Regional Seminary	61033	722,500	78,662	428,646	381,977
Delray Village Shoppes	61025	544,457	78,657	407,253	348,418
Mt. Dora Streetscape II	31035	829,056	187,356	360,865	279,314
I-595 Seg. C Yard Drains	40972	373,000	69,500	337,206	274,375
Tidal Wave Industrial Park	60978	358,406	44,485	311,944	273,226
Fl. Tpk. E8M99 Golden Glades to Hollywood	40895	642,869	91,369	618,597	530,678
10th Ave. N. Watermain Extension	70982	276,818	46,885	273,203	226,930
TOPB Ejector Station Upgrades	30985	309,751	52,631	237,820	197,411
SE Quincy-Heritage Ridge	31057	227,796	114,416	223,942	111,462
Kissimmee Ph. 2-3	30929	498,000	147,884	482,863	339,474
Pioneer Road	70949	212,554	42,106	212,226	170,185
Contracts under $ 200,000 in revenue	MULTIPLE	21,595,174	1,906,869	8,907,011	8,471,702
		$ 64,866,941	$ 8,362,509	$ 45,888,577	$ 39,883,040

See independent auditor's report on supplementary information.

THROUGH JUNE 30, 2014			AT JUNE 30, 2014		FOR THE YEAR ENDED JUNE 30, 2014			
Estimated Costs to Complete	Gross Profit (Loss)	Billings to Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Contract and Service Revenues	Cost of Revenues	Gross Profit (Loss)	Percentage of Completion
$ 2,577,965	$ 554,539	$ 3,844,715	$ -	$ 73,668	$ 3,468,517	$ 2,931,351	$ 537,166	55.51%
18,667	77,070	1,744,407	5,523	-	1,532,181	1,475,272	56,909	98.90%
16,685	1,511,402	7,398,944	-	19,927	1,457,832	999,035	458,797	99.72%
45,242	109,826	1,000,979	-	3,418	996,578	886,788	109,790	95.15%
6,855	270,450	971,027	-	9,538	954,089	684,445	269,644	99.02%
2,017	317,301	930,796	-	2,220	919,634	603,570	316,064	99.67%
26,401	882,785	12,853,227	-	28,353	850,298	941,416	(91,118)	99.78%
1,706,535	81,762	915,477	-	116,714	798,763	717,001	81,762	29.58%
14,517	199,960	729,882	-	20,212	709,670	509,710	199,960	97.23%
6,293	157,341	659,401	-	8,298	651,103	493,762	157,341	98.74%
75,806	646,677	2,172,866	142,105	-	556,447	344,968	211,479	95.65%
261,861	46,669	455,214	-	26,568	428,646	381,977	46,669	59.33%
117,382	58,835	434,335	-	27,082	407,253	348,418	58,835	74.80%
362,386	81,551	366,444	-	5,579	360,865	279,314	81,551	43.53%
29,125	62,831	316,355	20,851	-	337,206	274,375	62,831	90.40%
40,695	38,718	320,512	-	8,568	311,944	273,226	38,718	87.04%
20,822	87,919	642,867	-	24,270	277,637	225,378	52,259	96.22%
3,003	46,273	265,558	7,645	-	271,129	225,149	45,980	98.69%
59,709	40,409	222,810	15,010	-	237,820	197,411	40,409	76.78%
1,918	112,480	227,796	-	3,854	223,942	111,462	112,480	98.31%
10,642	143,389	490,352	-	7,489	220,909	129,649	91,260	96.96%
263	42,041	212,554	-	328	209,687	167,877	41,810	99.85%
11,216,603	435,309	8,989,805	155,616	238,410	2,627,646	2,443,215	184,431	43.03%
$ 16,621,392	$ 6,005,537	$ 46,166,323	$ 346,750	$ 624,496	$ 18,809,796	$ 15,644,769	$ 3,165,027	

See independent auditor's report on supplementary information.

JOHNSON-DAVIS, INCORPORATED

FINANCIAL STATEMENTS

June 30, 2013

JOHNSON-DAVIS, INCORPORATED

FINANCIAL STATEMENTS

June 30, 2013

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Keefe, McCullough & Co., LLP
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Johnson-Davis, Incorporated
Lantana, Florida

We have audited the accompanying financial statements of Johnson-Davis, Incorporated (the "Company"), which comprise the balance sheet as of June 30, 2013, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Johnson-Davis, Incorporated as of June 30, 2013, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Keefe, McCullough & Co., LLP

KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
September 23, 2013

JOHNSON-DAVIS, INCORPORATED
BALANCE SHEET
June 30, 2013

ASSETS

CURRENT ASSETS:		
Cash		$ 3,806,524
Contract receivables, net of allowance for doubtful accounts of $18,359		8,447,709
Costs and estimated earnings in excess of billings on uncompleted contracts		593,751
Other receivables		2,250
Prepaid expenses and other current assets		303,388
Inventory		34,511
Total current assets		13,188,133
PROPERTY AND EQUIPMENT, at cost:		
Machinery and equipment	$ 3,400,497	
Automotive equipment	2,528,656	
Buildings and improvement	826,494	
Furniture and fixtures	3,033	
	6,758,680	
Less accumulated depreciation	3,785,059	
	2,973,621	
Land	1,088,904	4,062,525
OTHER ASSETS:		
Stockholder loan receivable	226,692	
Deposits and other assets	236,452	463,144
Total assets		$ 17,713,802

The accompanying notes to financial statements are an integral part of these statements.

JOHNSON-DAVIS, INCORPORATED
BALANCE SHEET
June 30, 2013

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
Accounts payable		$ 2,063,899
Accrued expenses		1,210,797
Current portion of debt		600,245
Billings in excess of costs and estimated earnings on uncompleted contracts		1,970,582
Total current liabilities		5,845,523
DEBT, less current portion		1,133,655
DEFERRED INCOME TAXES PAYABLE		118,310
Total liabilities		7,097,488
STOCKHOLDERS' EQUITY:		
Capital stock, 500 shares of $ 1 par value common stock authorized, 100 shares issued and 91 shares outstanding	$ 100	
Paid in capital	11,737	
Treasury Stock, 9 shares, at cost	(153,000)	
Retained earnings	10,757,477	10,616,314
Total liabilities and stockholders' equity		$ 17,713,802

The accompanying notes to financial statements are an integral part of these statements.

JOHNSON-DAVIS, INCORPORATED
STATEMENT OF INCOME AND RETAINED EARNINGS
For the Year Ended June 30, 2013

CONTRACT AND SERVICE REVENUES		$ 28,758,165
COST OF REVENUES, including provision for depreciation of $ 616,187		22,932,629
Gross profit		5,825,536
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES:		
Selling, general and administrative expenses, including a provision for depreciation of $ 15,066		4,911,639
Income from operations		913,897
OTHER INCOME (EXPENSE):		
Miscellaneous income	$ 170,522	
Gain on sale of property and equipment	112,395	
Interest income	25,924	
Interest expense	(21,063)	287,778
Income before provision (credit) for income taxes		1,201,675
PROVISION (CREDIT) FOR INCOME TAXES:		
Current	286,013	
Deferred	118,310	404,323
Net income		797,352
RETAINED EARNINGS July 1, 2012		9,960,125
RETAINED EARNINGS, June 30, 2013		$ 10,757,477

The accompanying notes to financial statements are an integral part of these statements.

JOHNSON-DAVIS, INCORPORATED
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2013

CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income		$ 797,352
Adjustments to reconcile net income to net cash provided by operating activities:		
Allowance for doubtful accounts		(94,259)
Provision for depreciation		631,253
Gain on sale of property and equipment		(112,395)
Changes in assets and liabilities:		
Increase in contract receivables		(1,471,511)
Decrease in costs and estimated earnings in excess of billings on uncompleted contracts		745,625
Decrease in other receivables		44,132
Decrease in deferred tax asset		49,906
Decrease in other assets		11,100
Decrease in inventory		26,755
Increase in prepaid expenses		(134,442)
Increase in accounts payable		61,365
Increase in accrued expenses		627,545
Decrease in deferred tax liability		(58,802)
Increase in billings in excess of costs and estimated earnings on uncompleted contracts		1,413,068
Net cash provided by operating activities		2,536,692
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of property and equipment	$ 34,895	
Payments for purchase of property and equipment	(167,643)	
Net cash used in investing activities		(132,748)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances on stockholder loan receivable	21,247	
Principal payments on debt	(577,650)	
Net cash used in financing activities		(556,403)
Net increase in cash		1,847,541
CASH, July 1, 2012		1,958,983
CASH, June 30, 2013		$ 3,806,524

The accompanying notes to financial statements are an integral part of these statements.

NOTE 1 - ORGANIZATION AND OPERATIONS

Johnson-Davis, Incorporated (the "Company") is involved in the construction industry, principally the installation and repair of underground water, sewer and drainage lines.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Recognition of income:

Revenue from construction contracts is recognized on the percentage-of-completion method, measured by the proportion of construction costs incurred to date to estimated total construction costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Construction costs of projects under contract include all direct material and labor costs and those indirect costs related to contract performance. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on the uncompleted contracts are made in the period in which such losses are determined. Changes in estimated profitability are recognized in the period in which the revisions are determined. The costs of construction contracts are charged to earnings on the percentage-of-completion method used to recognize revenues.

All other services are accounted for using the accrual method of accounting.

Contract receivables and allowance for doubtful accounts:

Contract receivables are composed of amounts due from interim and final billings on long-term construction contracts as well as current billings from other services provided and are reported at the amount management expects to collect from outstanding balances. Management provides for an allowance for uncollectible amounts based on the Company's historical bad debt experience and management's judgment. As of the year ended June 30, 2013, management feels the allowance for doubtful accounts is reasonably stated.

Cash:

The Company maintains cash balances at a financial institution which occasionally may exceed Federally insured amounts. At June 30, 2013, the uninsured cash balances totaled $ 3,550,284.

Provision for depreciation:

Depreciation is provided for using the straight line method over the estimated useful lives for each asset category as follows:

Machinery and equipment	5-10 years
Automotive equipment	3-7 years
Furniture and fixtures	5 years
Buildings and improvements	5-39 years

Minor additions and repair and maintenance items not extending the original useful life of the assets are expensed as incurred. Additions and major renewals are capitalized.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The total provision for depreciation was $ 631,253 for the year ended June 30, 2013.

Use of estimates:

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Inventory:

Inventory consists of small tools and supplies and is recorded at cost which approximates fair market value.

Advertising costs:

The Company expenses advertising costs as incurred. Advertising expenses amounted to $ 15,762 for the year ended June 30, 2013.

Date of Management's Review:

Subsequent events have been evaluated through September 23, 2013, which is the date the financial statements were issued.

NOTE 3 - CONTRACT RECEIVABLES

Contract receivables at June 30, 2013 consist of:

Billed:		
Completed contracts	$	29,106
Contracts in progress		5,350,271
Retainage		3,086,691
		8,466,068
Less allowance for doubtful accounts		18,359
	$	8,447,709

The revenue and billing status of contracts in progress at June 30, 2013, is as follows:

Costs and estimated earnings on uncompleted contracts	$	41,659,750
Less billings to date		43,036,581
Net billings on uncompleted contracts in excess of costs and estimated earnings	$	(1,376,831)

NOTE 4 - COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

These amounts are included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	$ 593,751
Billings in excess of costs and estimated earnings on uncompleted contracts	(1,970,582)
Net billings on uncompleted contracts in excess of costs and estimated earnings	$ (1,376,831)

NOTE 5 - CERTAIN SIGNIFICANT ESTIMATES

Revenues from fixed-price contracts are recognized on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers incurred costs to be the best available measure of progress on these contracts. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and revenues in a succeeding year.

NOTE 6 - RELATED PARTY TRANSACTIONS

During the year ended June 30, 2013, certain stockholders owned a 45% interest in Wakefield Road Boring, Inc. which provides subcontract services to the Company. Payments to Wakefield during the year totaled $ 555,031. Accounts payable and retainage to Wakefield at June 30, 2013 was $ 99,120. Accounts receivable from Wakefield at June 30, 2013 totaled $ 46,031. During the current year, the interest owned in Wakefield by certain stockholders of the Company was sold.

NOTE 7 - LINE OF CREDIT

At June 30, 2013, the Company had an unsecured $ 2,000,000 revolving line of credit payable upon demand. The line of credit is personally guaranteed by certain stockholders of the Company. Advances on this obligation bear interest at the financial institution's prime rate plus 2.25% (5.50% at June 30, 2013). There is no outstanding balance of this facility at June 30, 2013. There are certain restrictive covenants relating to this line of credit. At June 30, 2013 the Company was in compliance with all such covenants.

NOTE 8 - DEBT

Debt as of June 30, 2013 consists of:

Fifteen installment contracts with finance companies payable in aggregate monthly installments totaling approximately $ 55,000 including interest at various amounts up to 8.5% through July 2013 and at lesser amounts thereafter through October 2017. These obligations are personally guaranteed by certain Company stockholders and are collateralized by property and equipment with a net book value of approximately $ 2,209,000.	$ 1,513,261
Nine capital leases with financial institutions payable in aggregate monthly installments totaling approximately $ 6,900 including interest ranging from 1.60% to 8.44% through June 2017. These obligations are personally guaranteed by certain Company stockholders and are collateralized by automotive equipment with a net book value of approximately $ 224,000.	220,639
	1,733,900
Less current portion of debt	600,245
	$ 1,133,655

Future debt principal payments in the aggregate are approximately as follows:

Year Ending June 30,	
2014	$ 600,200
2015	$ 509,300
2016	$ 406,900
2017	$ 184,500
2018	$ 33,000
Thereafter	$ NONE

NOTE 9 - LEASES

The Company leases various pieces of automotive equipment for approximately $ 4,100 per month through August, 2013 and at lesser amounts thereafter until August, 2016. In addition to the afore mentioned operating leases the Company is engaged in nine capital leases (See Note 8) which are not included in the monthly payments in the schedule below. The following is a schedule of future minimum lease payments relating to all of the Company's operating leases:

Year Ending June 30,	
2014	$ 29,600
2015	$ 12,200
2016	$ 3,600
2017	$ 500
Thereafter	$ NONE

NOTE 10 – PROVISION (CREDIT) FOR INCOME TAXES

Deferred income taxes result from timing differences in reporting income for financial statement purposes and for tax purposes. Such differences relate to differences in the methods of providing for depreciation, the allowance for doubtful accounts, and the availability of net operating losses to offset future taxable income. Accelerated depreciation is used for tax reporting while straight-line depreciation is used for financial reporting.

The Company adopted Financial Accounting Standards Board Accounting Codification, *Accounting for Income Taxes* (ASC740) (formerly SFAS No. 109), which requires the Company's deferred taxes to be recorded at the rate that is expected to be in effect when deferred taxes will be paid, rather than the rate in effect when the deferred taxes arise.

The tax provision (credit) for the year ended June 30, 2013 consists of the following components:

Current	$	286,013
Deferred		118,310
	$	404,323

The Company's effective tax rate for income taxes is the combined Federal and state rate of 37.63%, adjusted for certain nondeductible items such as meals and entertainment and life insurance premiums.

NOTE 11 - SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental Disclosure of Cash Flow Information:

Cash paid during the year for -		
Interest expense	$	21,063
Income taxes	$	35,517
Cash received during the year for -		
Interest income	$	25,924

Noncash Investing and Financing Activities:

Acquisition of property and equipment -		
Cost of property and equipment	$	1,973,930
Less property and equipment financed		(1,806,288)
Cash paid for purchases of property and equipment	$	167,642

NOTE 12 - RETIREMENT PLAN

The Company has adopted a 401(k) retirement plan covering employees who have attained the age of eighteen and one year of service with the Company. Contributions are based upon the amount of compensation each participant elects to defer yearly. Generally, such deferral amount may not exceed the lesser of 100% of total compensation or $ 16,500 ($ 22,000 if over age 50) for 2013 for each participant. The Company has made a Safe Harbor election for the plan year whereby the matching contribution is dollar-for-dollar on salary deferrals up to three percent (3%) of qualified compensation and fifty-cents on the dollar on salary deferrals from three percent (3%) to five percent (5%) of qualified compensation. The Safe Harbor matching contribution is fully vested when made. For the year ended June 30, 2013, the Company contributed $ 203,043 to the Plan.

NOTE 13 - CONTINGENCIES

Litigation:

The Company is involved in certain pending litigation which arose in the normal course of business. The Company's management believes the ultimate outcome of such pending litigation will not have any material adverse effect on the financial condition of the Company.

Bonding:

At June 30, 2013, the Company had outstanding performance and payment bonds with an insurance company for approximately $ 25,767,000. This surety bond is guaranteed by the Company and certain stockholders.

NOTE 14 - CONCENTRATIONS

At June 30, 2013, five customers accounted for approximately 55% of the contract revenues. At June 30, 2013, two vendors accounted for approximately 11% of the cost of revenues. At June 30, 2013, six customers comprised approximately 68% of contract receivables.

NOTE 15 - SUBSEQUENT EVENT

Subsequent to year end the Company financed a capital asset for approximately $ 266,000. The debt associated with this asset bears interest at 1.9% and matures in August of 2015.

Keefe, McCullough & Co., LLP
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Johnson-Davis, Incorporated
Lantana, Florida

We have audited the financial statements of Johnson-Davis Incorporated as of and for the year ended June 30, 2013, and our report thereon dated September 23, 2013, which expressed an unqualified opinion on those financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included on pages 14 through 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Keefe, McCullough & Co., LLP

KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
September 23, 2013

6550 N. Federal Highway ▪ Suite 410 ▪ Fort Lauderdale, FL 33308 ▪ 954.771.0896 ▪ 954.938.9353 (F) ▪ www.kmccpa.com

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF COST OF REVENUES
For the Year Ended June 30, 2013

Materials	$ 9,155,588
Labor costs	5,422,823
Subcontractor and general expenses	4,522,406
Fuel	1,507,545
Equipment repair, maintenance and rental	1,346,489
Provision for depreciation	616,187
Small tools and supplies	101,187
Taxes, licenses and permits	95,554
Oils and motor fluids	74,073
Communication devices	39,162
Insurance and bonds	32,131
Dewatering accessories	19,484
	$ 22,932,629

See independent auditors' report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES
For the Year Ended June 30, 2013

Salaries and wages	$ 2,998,252
Insurance	845,509
Payroll taxes	251,192
Employee benefits	234,089
Auto and truck expense	127,987
Office expense	121,813
Legal and professional	54,324
Travel and entertainment	48,719
Repairs and maintenance	55,688
Taxes - other	46,679
Utilities	35,479
Professional development	17,076
Dues and subscriptions	16,793
Promotion and advertising	15,762
Provision for depreciation	15,066
Telephone	14,253
Bad debt expense	9,924
Contributions	3,034
Total selling, general and administrative expenses	$ 4,911,639

See independent auditors' report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF CONTRACT EARNINGS
For the Year Ended June 30, 2013

	Contract and Service Revenues	Costs of Revenues	Gross Profit
Contracts completed during the year	$ 8,629,540	$ 5,381,444	$ 3,248,096
Contracts in progress	20,128,625	17,551,185	2,577,440
Totals	$ 28,758,165	$ 22,932,629	$ 5,825,536

See independent auditors' report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF COMPLETED CONTRACTS
For the Year Ended June 30, 2013

Contract	Contract Number	Total Contract: Contract Amount	Total Contract: Cost of Revenues	Total Contract: Gross Profit
Town of Palm Beach FM	10824	$ 3,814,995	$ 1,988,239	$ 1,826,756
Riviera Beach Marina Upland Utilities	10890	946,380	695,030	251,350
Watergate Mobile Home Park	70843	1,105,645	1,063,474	42,171
TOPB Drainage/Sanitary Replacement	10872	576,389	313,285	263,104
Little Club Water System Improvement	10892	428,287	351,464	76,823
US1 Sebastian	40931	372,668	215,180	157,488
I-95 St. Lucie Co. E4L94	40863	405,994	374,916	31,078
City of Kissimmee Baffle Boxes	10886	182,060	46,499	135,561
Dalinda Ln/Price St. Water & FM Conn	70881	148,116	125,217	22,899
Emerson Ave. Lining	40942	142,778	103,330	39,448
Hallendale Beach Blvd. WO #4	40919	138,257	90,766	47,491
Federal Highway-Lake Worth W02	40901	130,911	72,654	58,257
SR112 T6191	40774	584,384	528,272	56,112
Boca Airport Stormwater Improvements	10926	117,144	87,515	29,629
SLC Airport Taxiway C	30880	109,499	98,118	11,381
Contracts under $ 100,000	MULTIPLE	27,227,431	23,319,336	3,908,095
		$ 36,430,938	$ 29,473,295	$ 6,957,643

See independent auditors' report on supplementary information.

Inception through June 30, 2012			For the Year Ended June 30, 2013		
Contract and Service Revenues	Cost of Revenues	Gross Profit	Contract and Service Revenues	Cost of Revenues	Gross Profit (Loss)
$ 1,235,709	$ 921,184	$ 314,525	$ 2,579,286	$ 1,067,055	$ 1,512,231
-	-	-	946,380	695,030	251,350
561,701	486,778	74,923	543,944	576,696	(32,752)
48,737	39,074	9,663	527,652	274,211	253,441
-	-	-	428,287	351,464	76,823
-	-	-	372,668	215,180	157,488
99,304	91,537	7,767	306,690	283,379	23,311
-	-		182,060	46,499	135,561
-	-	-	148,116	125,217	22,899
-	-	-	142,778	103,330	39,448
-	-	-	138,257	90,766	47,491
-	-	-	130,911	72,654	58,257
455,436	399,695	55,741	128,948	128,577	371
-	-	-	117,144	87,515	29,629
-	-	-	109,499	98,118	11,381
25,400,511	22,153,583	3,246,928	1,826,920	1,165,753	661,167
$ 27,801,398	$ 24,091,851	$ 3,709,547	$ 8,629,540	$ 5,381,444	$ 3,248,096

See independent auditors' report on supplementary information.

JOHNSON-DAVIS, INCORPORATED
SCHEDULE OF CONTRACTS IN PROGRESS
For the Year Ended June 30, 2013

		TOTAL CONTRACT		FROM INCEPTION	
Contract	Contract Number	Contract Amount	Estimated Gross Profit (Loss)	Contract and Service Revenues	Cost of Revenues
Sarno Lakes	20905	$ 3,151,890	$ 526,140	$ 3,061,882	$ 2,550,767
SR 710	40887	4,926,898	845,920	2,686,472	2,225,220
I-595 Segment C Zone 4,5,& 6	40738	12,525,963	1,018,748	11,974,576	11,000,673
SWA Renewable Energy Facility #2	60859	2,400,000	593,950	1,758,524	1,323,326
I-95 E5N21 Brevard Design Build	40792	4,815,004	252,853	4,727,778	4,479,506
I-595 Segment E	40810	7,316,682	1,300,682	5,921,185	4,868,580
FPL 24" Pipeline SR 710	917	1,062,997	564,101	950,814	446,245
Orange Ave @ Canal 56	20912	845,023	314,678	843,603	529,454
10th St., Ft. Pierce	30861	725,406	(39,594)	725,103	764,680
Watergate Mobile Home Ph.2	70852	626,421	69,685	609,872	542,028
Renaissance Charter School at Summit	60937	699,652	58,602	583,623	534,739
Mt. Dora Streetscape	30962	937,594	182,384	541,877	436,469
Turnpike Service Plazas	40788	1,465,000	(70,950)	1,426,101	1,495,167
Shinn Rd. Emergency Culvert Repairs	20911	476,615	112,286	474,767	362,916
Central Blvd. Bridge Over C-18	30925	589,080	34,880	407,026	382,926
Village Sq Fam=A Senior=B	60944	466,379	23,179	349,795	332,410
Fl. Tpk. E8M99 G Glades to Hollywood	40895	614,800	64,300	340,960	305,300
SR5 Cocoa T5341	40952	6,705,047	385,047	302,530	285,157
Kissimmee Ph. 2-3	30929	624,844	124,344	261,954	209,825
PBCWUD-So. County Water Service Ph.2	70897	1,873,457	173,457	217,749	197,588
S.E. Heritage Ridge	30971	206,944	94,526	204,332	110,999
Contracts under $ 200,000 in revenue	MULTIPLE	10,855,663	1,374,187	3,289,227	2,756,726
		$ 63,911,359	$ 8,003,405	$ 41,659,750	$ 36,140,701

See independent auditors' report on supplementary information.

THROUGH JUNE 30, 2013			AT JUNE 30, 2013		FOR THE YEAR ENDED JUNE 30, 2013			
Estimated Costs to Complete	Gross Profit (Loss)	Billings to Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Contract and Service Revenues	Cost of Revenues	Gross Profit (Loss)	Percentage of Completion
$ 74,983	$ 511,115	$ 2,986,975	$ 74,907	$ -	$ 3,061,882	$ 2,550,767	$ 511,115	97.14%
1,855,758	461,252	3,467,953	-	781,481	2,686,472	2,225,220	461,252	54.53%
506,542	973,903	12,418,112	-	443,536	1,731,545	2,130,670	(399,125)	95.60%
482,724	435,198	1,765,963	-	7,439	1,389,627	1,004,726	384,901	73.27%
82,645	248,272	4,747,811	-	20,033	1,157,202	1,194,554	(37,352)	98.19%
1,147,420	1,052,605	6,133,158	-	211,973	960,937	828,243	132,694	80.93%
52,651	504,569	1,062,997	-	112,183	950,814	446,245	504,569	89.45%
891	314,149	845,023	-	1,420	843,603	529,454	314,149	99.83%
320	(39,577)	725,406	-	303	725,087	764,665	(39,578)	99.96%
14,708	67,844	625,702	-	15,830	600,915	533,475	67,440	97.36%
106,311	48,884	699,652	-	116,029	583,623	534,739	48,884	83.42%
318,741	105,408	355,979	185,898	-	541,877	436,469	105,408	57.79%
40,783	(69,066)	1,449,556	-	23,455	507,136	716,874	(209,738)	97.34%
1,413	111,851	463,347	11,420	-	474,767	362,916	111,851	99.61%
171,274	24,100	462,060	-	55,034	407,026	382,926	24,100	69.10%
110,790	17,385	216,429	133,366	-	349,795	332,410	17,385	75.00%
245,200	35,660	362,827	-	21,867	340,960	305,300	35,660	55.46%
6,034,843	17,373	312,941	-	10,411	302,530	285,157	17,373	4.51%
290,675	52,129	245,207	16,747	-	261,954	209,825	52,129	41.92%
1,502,412	20,161	105,821	111,928	-	217,749	197,588	20,161	11.62%
1,419	93,333	206,944	-	2,612	204,332	110,999	93,333	98.74%
6,724,750	532,501	3,376,718	59,485	146,976	1,828,792	1,467,963	360,829	29.07%
$ 19,767,253	$ 5,519,049	$ 43,036,581	$ 593,751	$ 1,970,582	$ 20,128,625	$ 17,551,185	$ 2,577,440	

See independent auditors' report on supplementary information.

JOHNSON-DAVIS INC.

TAB 6- PROHIBITION NON-COLLUSION/CONFLICT OF INTEREST DISCLOSURE STATEMENTS

"This respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

There are no potential conflicts of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

JOHNSON-DAVIS INC.

TAB 7- OPTIONAL INFORMATION

JOHNSON-DAVIS INC.

TAB 8- ADDENDA

EXHIBIT B

"ORIGINAL REQUEST FOR QUALIFICATION AS ISSUED BY CITY, INCLUDING ALL ADDENDA"

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

LEGAL NOTICE FOR RFQL# 2015-156

REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITY CONSTRUCTION SERVICES

The Stuart City Commission, Stuart, Florida, invites proposals from qualified contractors for Underground Utility Construction Services for the construction of water and sewer mains, services, and appurtenances in various locations throughout the City of Stuart's Utility Service Area.

Description: The intent of this solicitation is to pre-qualify three (3) contractors for this work. The initial part of the process is the issuance of this Request for Qualifications (RFQ), which will result in a listing of the qualified contractors who submit a response. Only those pre-qualified Contractors will be invited to submit bids for the underground utility construction services on an "as needed" basis, for an initial contract period of one (1) year with two one year renewals.

A complete RFQ package, which contains submittal information and response format, can be requested from Onvia DemandStar at http://www.demandstar.com, or by calling (800) 711-1712. A complete RFQ package (at no charge) may also be obtained by contacting the City's Procurement & Contracting Services Division by calling (772) 288-5308 or by email at purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any RFQ package received through any 3rd party service or any source other than DemandStar by Onvia or the City of Stuart Procurement & Contracting Services Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any other source than the City of Stuart or DemandStar. Questions concerning terms, conditions and/or specifications will be accepted by the Stuart Procurement & Contracting Services Division until 4:00 pm, Wednesday, June 17, 2015. **Contact Stuart Procurement & Contracting Services Division at purchasing@ci.stuart.fl.us or by fax at (772) 600-0134.**

Firms desiring to provide the Underground Utility Construction Services described above shall submit one (1) original, marked "**ORIGINAL**", seven (7) copies, each marked "**COPY**", and one (1) electronic copy on a CD, PDF format preferred, of their proposals, containing all of the requested qualification data by **2:30 pm, Wednesday, June 24, 2015.** Submittals will be accepted by overnight delivery, U.S. Mail, or by hand delivery in the Procurement & Contracting Services Division, City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter in the City Hall, 1st Floor Conference Room, 121 SW Flagler Avenue, Stuart, Florida. **A Letter of Bonding must be submitted with the proposal submittal.**

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFQ# 2015-156 "Underground Utility Construction Services"

Publish Date: June 3, 10, 2015

Stuart City Commission
City of Stuart

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RFQ #2015-156
REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITY CONSTRUCTION SERVICES

PART I GENERAL INFORMATION

1.1 OVERVIEW

The City of Stuart is seeking to pre-qualify experienced, licensed contractors capable of providing underground utility construction services in various locations within the City of Stuart Utility Service Area as specified herein.

1.2 DEFINITIONS

"Proposer" shall mean vendors, contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Qualification.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Procurement & Contracting Services Division
City of Stuart Annex
121 S.W. Flagler Avenue
Stuart, Florida 34994

1.4 PRE-QUALIFIED CONTRACTORS

This RFQ shall prequalify contractors that are deemed responsive and responsible, and qualified to provide the work as specified. Proposer should submit a complete package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Subsequently, the City will issue work order requests to only those contractors prequalified in this RFQ.

The proposer understands that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-0134 regarding questions about this solicitation. The Procurement Office will also receive written requests for clarification

concerning the meaning or interpretation of this RFQ, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFQ number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement and Contracting Services Division.

1.7 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

1.8 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFQ #2015-156 "Underground Utility Construction Services"** The envelope shall also include the proposer's return address.

Respondents shall submit one (**1**) original and six (6) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON WEDNESDAY, JUNE 24, 2015.

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement and Contracting Services Division, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be refused or retained unopened.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.9 ADDENDA

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Qualifications. All addenda issued by the City of Stuart in regard to this RFQ shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFQ. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFQ package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.10 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.11 INSURANCE

The respondent shall provide proof of insurance coverage reflecting the minimum amounts and coverages as required by the City (Item 5.1).

1.12 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.13 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.14 SUBCONTRACTING

Subcontracting is discouraged, however when the project necessitates the use of subcontractors, the City shall have the right to review a list of proposed subcontractors and approve or disapprove any contractor, subcontractor, vendor or material supplier due to prior problems in the area of delivery, performance or quality of work.

1.15 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

1.16 PUBLIC RECORDS: In compliance with F.S. 119.0701 the Contractor shall:

A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

1.17 LICENSES AND PERMITS

A. **Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFQ receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

B. **Permits:** Based on the statement of work being performed, it shall be the responsibility of the successful proposer to obtain any and all permits required to complete this service. A copy of these licenses and permits shall be submitted prior to commencement of work. All required permitting applications and fees associated with the underground utility construction shall be the responsibility of the Contractor. Sealed engineered drawings must be presented to the permitting department.

C. **Business Tax Receipt:** Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with the submittal package.

1.18 WARRANTY/GUARANTEE

The successful proposer shall warranty all equipment furnished against defect in materials and/or workmanship for a period of one (1) year from date of acceptance of installation by the City of Stuart. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful proposer shall repair or replace same at no cost to the City of Stuart, immediately upon written notice from the City's Project Manager.

1.19 OTHER GOVERNMENTAL ENTITIES

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the RFQ and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

1.20 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. **Contract Amendment**: The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the

contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

1.21 NON EXCLUSIVE CONTRACT

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.22 ESTIMATED QUANTITIES

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. Estimated usage is for evaluation purposes and shall not be construed as a guarantee of quantities for installation services. Actual quantities of services needed may vary depending upon each project, priorities and budgeting. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

1.23 DEFAULT

In the event that the awarded Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

1.24 SAFETY STANDARDS

The Contractor shall comply will all safety standards and regulations as required by the City of Stuart, OSHA and any other local, state or federal regulations that may be applicable with this RFQ.

1.25 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.26 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFQ constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.27 COMPETENCY OF RESPONDENTS

Pre-award inspection of the proposer's facility may be required. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFQ and who can provide evidence that they have established a

satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.28 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement and Contracting Services Division.

PART II STATEMENT OF WORK

2.1 WORK OBJECTIVE

The City of Stuart, as part of its infrastructure improvements and future replacement, repair and/or maintenance projects, is seeking to award the top three most qualified contractors to provide underground utility construction services on a per project basis. Each project scope will be quoted by the three top ranked qualifiers and awarded to the lowest most responsive and responsible bidder.

The City shall solicit bids by work order request for various utility projects. Qualification or contract award under this solicitation will not guarantee that any specific amount of work, tasks, assignments or fees will be awarded under the contract.

The top three ranked prequalified contractor(s) will be awarded a master agreement with the City for low pressure sewer system installations in specific areas of the City. Project services shall include, but not be limited to, furnishing all labor, equipment and materials necessary for the installation of underground utilities through the City of Stuart, which may include, but not be limited to, the following items:

The Snug Harbor low pressure sewer system will provide sewer service to approximately 100 residential properties that abut the St. Lucie River. The project consists of approximately 6,000 linear feet of force main (2-inch to 3-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge westerly to Lift Station P-68. Lift station P-68 will be upgraded.

The North Stuart low pressure sewer system will provide sewer service to 618 new residential and 195 commercial properties. The project consists of approximately 10,400 lineal feet of low pressure force main (2-inch to 6-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge into several exiting lift stations that will be upgraded.

The Dolphin low pressure sewer system will provide sewer service to approximately 132 residential properties. The project consists of approximately 3,000 linear feet of low pressure force main (2-inch to 3-inch diameter), 3,400 linear feet of gravity sewer, valves, fittings, and appurtenances. The sewage from this basin shall discharge into Lift Station C-3 that will be upgraded.

The Poppelton low pressure sewer system will provide sewer service to approximately 94 residential and 15 commercial properties. The project consists of approximately 5,600 linear feet of low pressure force main (2-inch to 3-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge into an existing gravity sewer system.

The St. Lucie low pressure sewer system will provide sewer service to approximately 202 residential properties. The project consists of approximately 22,700 feet of low pressure force main (2-inch to 3-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge into an existing gravity sewer system.

- Lift Station installation and upgrades
- Material Purchases
- Utility Locates
- Manholes
- Conduits
- Concrete Work
- Road Work
- Paving
- Dewatering
- Surveying and Field Engineering for construction layout and as-built drawings
- Testing and Laboratory Services
- Electrical Improvements
- Other projects as requested

2.2 PREQUALIFICATIONS AND EXPERIENCE REQUIREMENTS

A. **Company Qualifications:**

1. The proposing Contractor must be fully licensed and insured to do business in the State of Florida and hold either a current Certified General Contractor or Certified Underground Utility Contractors license.
2. The proposing Contractor must have personnel who are fully qualified and experienced to supervise or perform the scope of work in compliance with specifications and within a safe and timely manner.

3. Contractor must provide a Supervisor who shall keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

4. The proposing Contractor shall include submission of safety program.

B. **Project Experience & References:**

1. The proposing Contractor shall have successfully constructed, as a prime or subcontractor, at least seven (7) projects in the last five (5) years of a similar underground utility services project described in the General Scope of Work. If the proposing Contractor has successfully constructed previous projects directly with the City of Stuart, the Contractor may submit a minimum of five (5) projects for consideration.

   - Contractor shall provide three (3) low pressure sewer system projects in the State of Florida. Project elements should include at a minimum underground and above ground pipe installation, valve installation, and roadway restoration. Experience must identify that Contractor is capable of working successfully in road right-of-ways in densely populated areas.

2. The proposing Contractor shall provide evidence of its experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, applicable codes, and the ability to meet time and budget requirements. These criteria shall be considered the minimum, but not necessarily the only, experience focused criteria to be considered.

3. The proposing Contractor shall demonstrate knowledge and their experience related to grants for Florida Department of Environmental Protection (FDEP), State and Federal Programs.

C. **Equipment:** The proposing Contractor must also own, lease or have the ability to rent any and all equipment required to successfully perform the specified scope of work. Provide a list of owned equipment; include type and capacity of equipment.

D. **Prequalification Bond Requirements:** The proposing Contractor shall provide evidence of bondability, and/or a Letter of Credit from Surety within their submittal response.

2.3 SERVICING PROCEDURES FOR PREQUALIFIED CONTRACTORS

A. A notice of solicitation by work order request will be distributed to the successful qualifiers and posted on the Procurement and Contracting Services notice board located at City Hall, 121 SW Flagler Avenue, Stuart, FL 34994. This work order

request shall include; notice of solicitation / date issued, minimum of two weeks for due date and time, a brief description of the installation to be done, including address/location of work, completion time. The work order request will be accompanied with the Bid Schedule for the project.

B. There will be a **MANDATORY pre-bid conference** held in the City Hall Annex, 300 SW St Lucie Avenue, Stuart, Florida for each project. Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for termination of your agreement. The next prequalified firm, and so on, may be considered for award of a master agreement. Contractors must sign the attendance sign-in sheet, which shall act as proof of attendance.

C. It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.

D. At times, the Project Manager may require the Contractor's to attend a pre-inspection prior to the commencement of work at each project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.

E. Any additional service, necessary changes, or questions will be addressed by addendum, and shall be authorized by the City prior to the commencement of the service.

F. Contractors must submit their work order request, bid schedule signed by an authorized representative of the firm, and any addendum issued in a sealed envelope marked with the Work Order Number, Project, due date and time. Any requests received after the designated date and time will not be considered.

G. Bid submittals will be opened at the designated date and time in an open forum. Submittals will be checked for compliance and calculations by the City and Engineer of Record (EOR). The EOR will submit their recommendation for award to the City.

H. Award recommendations that exceed $50,000 will be presented to the City Commission for approval, which conforms to all requirements herein and whose evaluation by the City indicates that the award will be in the best interest of the City. Any bids that are less than $50,000 will be in accordance with Section IV of the City's Procurement Manual.

I. Upon approval, the City will provide Contractor with notice to proceed for commencement of work.

2.4 CONTRACTOR RESPONSIBILITIES

A. Awarded contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may

not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved.

B. All repair work to be performed, in the best workmanlike manner, as known to the trade. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the service requested. Failure to do so will be at the Contractors risk.

C. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

2.5 START OF WORK AND TIME FOR COMPLETION

A. It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. Successful Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

B. The Contractor shall, within Two (2) business days from the beginning of such delay, notify Project Manager, in writing, with copy to the Procurement Manager, of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager.

2.6 BOND REQUIREMENTS: The Successful Contractor shall be required to submit the following Bond requirements on a per project basis.

A. **Bid Bond:** The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.

B. **Payment & Performance Bonds:** Provide evidence confirming the firm's ability to obtain Payment and Performance Bonds for the construction project as detailed herein. The successful proposer will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

2.7 INSPECTION and DIRECTION

A. **Pre-Inspection:** An inspection may be performed prior to installation to define and ensure work complies with specifications and contractual agreements; including identification of potential defects or concerns.

B. **Inspection Reporting:** Upon completion of installation or services, the City reserves the right to request the Contractor's assigned supervisor to review and provide written acknowledgement/documentation of work performed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. Report shall be signed by the Supervisor and submitted to the City Project Manager or designee within 24 hours of performing the installation. Reports may be emailed or faxed to the City Project Manager or designee.

C. **Final Inspection:** The work will be conducted under the general direction of the Public Works Director or designee, and is subject to final inspection to insure compliance with the terms of the agreement. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of a cycle of work and the City agrees to provide inspection of the reported work within five (5) business days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor's assigned supervisor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

2.8 INVOICING AND PAYMENT

The City requires a firm price for the initial year contract period. Invoices will be checked to confirm compliance with pricing. Failure to hold prices firm through each contract term will be grounds for contract termination.

Payment will be paid upon completion and acceptance of the work, net 30 days. Each address/location for service shall be invoiced separately. The invoice shall reflect the address/location, type of work, and date of service, work order request number, and purchase order number.

2.9 BUSINESS OPERATIONS

A. **Hours of Operation:** Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that services as required are

scheduled **between the hours of 7:00 AM and 3:00 PM; Monday through Friday, any exceptions must have prior approval by the City.**

B. **Inclement Weather Conditions:** Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. **Observed Holidays**

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

2.10 PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for prompt removal of all debris which results from this contracted service.

The Contractor shall at all times guard against injury to its employees, and damage or loss to the property of the City of Stuart. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFQ. The interested firm or individual must submit one (1) original and six (6) copies of their proposal, including **one (1) electronic copy (PDF format preferred) on a CD** of the requested qualification data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the City of Stuart's Request for Qualifications. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Company Qualifications:

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The proposing Contractor shall include submission of safety program.

Submit an organizational chart, staff qualifications, copies of licenses and certifications; and provide an overview of the experience of the firm. Firm capacity in terms of personnel and workload. Provide resumes of proposed key personnel (name, company address, phone number, e-mail address) who will be assigned to this project. Resumes shall include job skills, education, training, experience and professional affiliations/membership. All proposed sub-contractors shall be identified, and the working relationship between the respondent and the sub-contractor shall be explained.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Project Experience and References: Provide evidence of firm's ability to meet time and budget requirements. Present experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and applicable codes. List any other experience focused criteria that will give the evaluation committee facts to make a more informed decision.

Provide a list of seven projects (7) or five (5) projects, applicable to Item 2.1. Title and brief description of each project shall include:

- Contractor shall provide three (3) low pressure sewer system projects at in the State of Florida. Project elements should include at a minimum underground and above ground pipe installation, valve installation, and roadway restoration. Experience needs to show Contractor is capable of working successfully in road right-of-ways in densely populated areas.

- Client (contact person, address, telephone number, e-mail address)
- Year completed
- Nature of work involved in each project
- Total Value of the Project

Provide a description of the firm's familiarity and experience related to grants for Florida Department of Environmental Protection (FDEP), State and Federal Programs.

Tab 3 ~ Equipment: Provide evidence that firm owns, leases or has the ability to rent any and all equipment required to successfully perform the specified scope of work. Provide a list of owned equipment; include type and capacity of equipment.

Tab 4 ~ Insurance and Bonding:

Insurance: Provide proof of ability to obtain insurance coverages as detailed in Item 5.2. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart being named as additional insured for General Liability shall be required **prior to entering into a contract**. As specified above, Subcontracting is discouraged. Nevertheless, the Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Bonding: Letter from surety advising of Contractor's current bonding capacity as specified in Item 2.2D.

Tab 5 ~ Financial Capacity:

Contractor must make available for review at least two (2) years of externally audited or reviewed financial statements. If the statements are compiled and not reviewed or audited, the City reserves the right to request additional financial information or assurances.

Provide list of outstanding contingent liabilities, pending legal actions or claims against the Contractor firm.

Financial statements should demonstrate capacity to fund project costs upfront. Preference will be given to Contractors who can obtain their own financing as funds will be provided to Contractor on a reimbursable basis supported by an appropriate draw schedule.

Tab 6 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements:

Include the following Statement of Non-Collusion: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 7 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 8 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

The City of Stuart reserves the right to request clarification on information submitted and to request additional information from one or more firms. The City will select the firms which it feels are most qualified and best serves interests of the City. The City shall be the sole judge and final arbiter of its own best interests; and the evaluation of submissions. In all instances the City's decisions will be final.

4.1 EVALUATION METHOD AND CRITERIA

A. **General:** Proposals will be reviewed and evaluated as to the qualification to perform the services required by a Selection Committee, which shall consist of City staff and the City's Consulting Engineer's. The Selection Committee will make a recommendation for qualification to the City Commission. The City of Stuart reserves the right to qualify individuals/firms solely from review of the packages which meets the best interests of the City. By submitting a proposal, the respondent agrees to this selection and evaluation procedure. This criterion shall be utilized in the evaluation of the proposals.

EVALUATION CATEGORIES	POINTS POSSIBLE
Overall experience, knowledge, & qualifications	30 pts
Project experience and References	40 pts
Financial Capacity	20 pts
Equipment	10 pts

B. **Selection:** Proposals will be evaluated using the above criteria scored and ranked. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to award to the three highest ranked firms.

C. **Interviews:** The City may require oral and visual interviews from firms. This shall be done at the City's sole discretion when it feels interviews are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews

D. **Award:** After the City ranks the respondents; City staff will take the proposed ranking to the City Commission with its recommendation for award of a contract. If Prequalified Contractors fail to attend three pre-bid meetings per contract year, their

agreement may be terminated. The City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue with a master agreement. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. **Contact Person:** Questions or requests for additional information shall be directed to Lenora Darden, CPPB, Procurement Manager, at (772) 288-5308, fax (772) 600-0134, or email: purchasing@ci.stuart.fl.us between the hours of 8:30 a.m. and 5:00 p.m., local time, weekdays.

4.2 TERMS AND CONDITIONS

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list." Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

See attached Exhibit A, General Construction Terms and Conditions.

4.3 PROPOSED AGREEMENT

Qualified contractors may enter into a master agreement for services with the City. The City shall solicit bids for various utility projects and work from all pre-qualified firms under contract with the City. Please review Item 5.8 master agreement and Item 5.9 work order request, and note any objections, or revisions that would be required within the submittal. Should no revisions be noted, the City will assume and the contractor agrees that the terms and conditions of agreement are acceptable. The proposed Master Agreement does not authorize the performance of any work or require the City to place orders for work. The City makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the City during the life of the Master Agreement.

Proposer(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of the services. Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Proposer or its sub-proposers.

The agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Martin County, Florida, or the Federal Southern District of Florida. Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract.

PART V –ATTACHMENT

5.1 BID SCHEDULE

The City of Stuart intends to award a contract to the lowest responsive and responsible bidder using the following Unit Prices as a basis for award. Items include all materials, labor, testing, documentation, etc. to successfully and completely complete the project.

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
1	MOBILIZATION	LS	1	$	$
2	MAINTENANCE OF TRAFFIC (MOT)	LS	1	$	$
3	PRE CONSTRUCTION VIDEO	LF	1	$	$
4	POLLUTION / EROSION CONTROL	LS	1	$	$
5	FURNISH AND INSTALL 2" DIA SDR21 PVC LPM	LF		$	$
6	FURNISH AND INSTALL 3" DIA SDR21 PVC LPM	LF		$	$
7	FURNISH AND INSTALL 4" DIA SDR21 PVC LPM	LF		$	$
8	FURNISH AND INSTALL 6" DIA SDR21 PVC LPM	LF		$	$
9	FURNISH AND INSTALL 2" DIA DR 11 DIPS HDPE LPM	LF		$	$
10	FURNISH AND INSTALL 3" DIA DR 11 DIPS HDPE LPM	LF		$	$
11	FURNISH AND INSTALL 4" DIA DR 11 DIPS HDPE LPM	LF		$	$
12	FURNISH AND INSTALL 6" DIA DR 11 DIPS HDPE LPM	LF		$	$
13	FURNISH AND INSTALL 4" DIA SDR21 PVC FM	LF		$	$
14	FURNISH AND INSTALL 6" DIA SDR21 PVC FM	LF		$	$
15	FURNISH AND INSTALL 8" DIA SDR21 PVC FM	LF		$	$
16	FURNISH AND INSTALL 4" DIA DR11 HDPE FM	LF		$	$
17	FURNISH AND INSTALL 6" DIA DR11 HDPE FM	LF		$	$
18	FURNISH AND INSTALL 8" DIA DR11 HDPE FM	LF		$	$
19	FURNISH AND INSTALL 2" TERMINAL CLEANOUT ASSEMBLY	AS		$	$
20	FURNISH AND INSTALL 2" PRESSURE CLEANOUT ASSEMBLY	AS		$	$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
21	FURNISH AND INSTALL 3" PRESSURE CLEANOUT ASSEMBLY	AS		$	$
22	FURNISH AND INSTALL 4" PRESSURE CLEANOUT ASSEMBLY	AS		$	$
23	FURNISH AND INSTALL 6" PRESSURE CLEANOUT ASSEMBLY	AS		$	$
24	FURNISH AND INSTALL 2" GATE VALVE (LPM)	EA		$	$
25	FURNISH AND INSTALL 3" GATE VALVE (LPM)	EA		$	$
26	FURNISH AND INSTALL 4" GATE VALVE (LPM)	EA		$	$
27	FURNISH AND INSTALL 6" GATE VALVE (LPM)	EA		$	$
28	FURNISH AND INSTALL 4" GATE VALVE (FM)	EA		$	$
29	FURNISH AND INSTALL 6" GATE VALVE (FM)	EA		$	$
30	FURNISH AND INSTALL 8" GATE VALVE (FM)	EA		$	$
31	FURNISH AND INSTALL MANUAL ARV ASSEMBLY	EA		$	$
32	FITTING	TON		$	$
33	CONNECT TO EXISTING 4” FM	EA		$	$
34	CONNECT TO EXISTING 6” FM	EA		$	$
35	CONNECT TO EXISTING 8” FM	EA		$	$
36	GROUTE ABANDON EXISTING FM	LF		$	$
37	MODIFY EXISTING LIFT STATION	EA		$	$
38	CONSTRUCT LIFT STATION	EA		$	$
39	ROADWAY RESTORATION	SY		$	$
40	RESIDENTIAL DRIVEWAY CROSSING	EA		$	$
41	COMMERCIAL DRIVEWAY CROSSING	EA		$	$
42	6” DIP CASING FOR CONFLICTS	LF		$	$
43	SOD RESTORATION	LF		$	$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
44	ROADWAY OVERLAY	SY		$	$
45	PRESSURE TEST LPM	LF		$	$
46	PRESSURE TEST FM	LF		$	$
47	SIDEWALK REMOVE & REPLACE 4"	SY		$	$
48	SIDEWALK REMOVE & REPLACE 6"	SY		$	$
49	UTILITY LOCATES	LS	1	$	$

5.2 INSURANCE REQUIREMENTS

A. The successful proposer shall not commence any work in connection with this Contract until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

B. Proof of the following insurance will be furnished by the successful proposer by Certificate of Insurance, which names the proposer, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of proposer's most recent annual report or audited financial statement.

C. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this Contract take out and maintain broad form Commercial General Liability Insurance, including Contractual Liability, to cover the Indemnification & Hold Harmless agreement set forth herein, with limits of not less than:

➢ Each Occurrence	$1,000,000
➢ Personal/Advertising Injury	$1,000,000
➢ Products/Completed Operations Aggregate	$2,000,000
➢ General Aggregate	$2,000,000
➢ Fire Damage Fire	$100,000 Any 1
➢ Medical Expense Person	$10,000 Any 1

2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A

waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.

3. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Contract, Umbrella Liability Insurance with limits of not less than $5,000,000 per occurrence covering all work performed under this contract.

4. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability Insurance for any auto (all owned, hired, and non-owned autos) with limits of not less than $1,000,000 per accident. In the event proposer does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Contract, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.

6. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

7. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:

   a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.

   b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

   c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

* For construction projects include …owners & contractors protective for construction projects

** For construction projects include …per job, per policy year

*** For construction projects include … Further, contractor agrees to maintain like coverage for a minimum of five (5) years following completion of the project

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

5.3 WARRANTIES

In consideration of, and to induce the award of the CITY OF STUART, FLORIDA, contract described in these bid documents, the contractor represents and warrants to the City of Stuart, Florida:

(I) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and

(2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions to bidders and specifications, are true and correct in all respects; and

(3) That the Contractor has read and complied with all the requirements set forth in the request for bids, instructions to bidders and specifications; and

(4) That the Contractor warrants all materials supplied by it under the terms of the contract are delivered to the City of Stuart, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Stuart, Florida, against all persons claiming the whole or any part thereof; and

(5) That the materials supplied to the City of Stuart, Florida, under the contract are free from the rightful claims of any persons whomsoever by way of patent or trademark infringement or the like; and

(6) That the materials supplied under the contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

(7) That the materials supplied under the contract are free from defects in material and workmanship under normal use and service and that any such materials found to be defective within one year from the date of delivery, shall be replaced by the contractor free of all charges, including transportation; and

(8) That the materials supplied pursuant to the contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the materials will continue to be fit for such purposes for a period of one year after delivery, provided that the City shall give the Contractor written notice within five calendar days after the first discovery by the City that the materials failed to fulfill the warranty, whereupon, the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the warranty with said one year period, the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason of this warranty of fitness; and

(9) That this warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amount of One Million ($1,000,000) Dollars for property damage and One Million ($1,000,000) Dollars for personal injury as shown on the certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and

(10) That if is an express condition of this warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Stuart, Florida, or is attached hereto, as to such maintenance and operation instructions shall void this warranty as to that portion of the material; accordingly, the City of Stuart should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this warranty, the City of Stuart, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City; and

(11) That it is agreed and understood by the Contractor that the City of Stuart, Florida, is induced to enter the contract to which this warranty applied in reliance upon this warranty.

SIGNED, sealed and delivered on this _____, 20__.

(SEAL) CONTRACTOR:

BY: _____

ATTEST:

_____

Secretary
(Certificates of Insurance attached)

5.4 SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: _____ FOR: _____
(Firm Name)

_____ BY: _____
(Witness) (Signature)

_____ _____
(Witness) (Title)

_____
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this _____day of _____ 20____,

known to me, or identified as _____

in the City of _____, County of _____, State of _____.

Signed: _____Notary Public

My Commission Expires: _____. (Affix Seal)

5.5 TRENCH SAFETY

(Check one of the two boxes below)

☐ TRENCH SAFETY DOES APPLY TO THIS PROJECT (Fill in the form below & include the price on the appropriate line of the Bid Schedule)

☐ TRENCH SAFETY DOES NOT APPLY TO THIS PFOJECT (Ignore the form below)

Bidder acknowledges that included in the appropriate bid items of this proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT COST	EXTENDED COST
A. _____	_____	_____	$_____	$_____
B. _____	_____	_____	$_____	$_____
C. _____	_____	_____	$_____	$_____
D. _____	_____	_____	$_____	$_____
			TOTAL:	$_____

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

If applicable, failure to complete the above may result in the bid being declared non-responsive.

Date: _____ Signature: _____

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being duly sworn by me, affixed his/her
(Name of Individual Signing)

signature in the space provided above on this the _____ day of_____, 201_.

_____
NOTARY PUBLIC

My Commission Expires: _____

5.6 SUBCONTRACTORS LIST

(Check one of the two boxes below)

☐ I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*
☐ I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project. The Bidder will make additions, deletions or substitutions ***only with the permission of the City of Stuart and after sufficient prior written notification.***

1 _____
Subcontractor Firm Name Address Telephone No.

2 _____
Subcontractor Firm Name Address Telephone No.

3 _____
Subcontractor Firm Name Address Telephone No.

4 _____
Subcontractor Firm Name Address Telephone No.

5 _____
Subcontractor Firm Name Address Telephone No.

6 _____
Subcontractor Firm Name Address Telephone No.

7 _____
Subcontractor Firm Name Address Telephone No.

8 _____
Subcontractor Firm Name Address Telephone No.

9 _____
Subcontractor Firm Name Address Telephone No.

10 _____
Subcontractor Firm Name Address Telephone No.

(Use additional pages if necessary.)

5.7 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

   by: _____
   (print individual's name and title)

   for: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

_____ Notary Public – State of Florida

*Type of Identification*_____ My Commission Expires: _____

SEAL OR STAMP

5.8 SAMPLE MASTER AGREEMENT

PROJECT:

CONTRACTOR: _____

_____

AGREEMENT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the ____ day of _____, 2015 by and between _____, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with a qualified Contractor for provision of Underground Utility Construction Services for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Underground Utility Construction Services in all phases of any project for which a WORK ORDER REQUEST has been issued by the City pursuant to this Agreement; and as described in the contract documents listed in "**Exhibits A & B**" attached hereto. These services will include Underground Utility Construction Services as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.

Low pressure sewer system installation in designated areas of the City of Stuart. Project services shall include, but not be limited to, furnishing all labor, equipment and materials necessary for the installation of underground utilities through the City of Stuart.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Contractor. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties.

1.2 Work Order Request (WOR)

Each "WOR" shall include the notice of solicitation; date issued, due date and time, a brief description of the installation to be done, including address/location of work, completion time. The work order request, Item 5.9, will be accompanied with the Bid Schedule for the project.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis by WOR, and awarded to the lowest most responsive and responsible bidder as set forth in each WOR and schedule formalized in "**Exhibit C**" to this Agreement.

2.2 Invoices

Contractor shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City. Any change in Contractor's assigned staff must also have prior approval by the City.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars ($1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars ($1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Disqualification

Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for disqualification / termination of your agreement.

7.4 Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. ClTY's Obligations

8.1 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Project Manager, in writing, with copy to the Procurement Manager, of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Qualification and included in "**Exhibit D**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit D**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Public Works, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5381

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"**Exhibit A**" - "Proposal as Submitted by Contractor and Accepted by City"

"**Exhibit B**" - "Original Request for Qualification as Issued by City, including all Addenda"

"**Exhibit C**" - "Fee Schedule"

"**Exhibit D**" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written:

ATTEST:

CITY OF STUART, FLORIDA

_____
CHERYL WHITE
CITY CLERK

_____
KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

_____
(Signature)

_____
(Signature)

_____
(Signature)

_____
Printed Name

_____
Title

5.9 WORK ORDER REQUEST

City of Stuart

WORK ORDER

121 SW Flagler Avenue
Stuart, FL 34994
Phone: 772-288-5308
Fax: 772-600-0134
www.cityofstuart.us

W.O. # :
W.O. Date :

Requested By: Dave Peters, Asst Public Works Dir
RFQ# 2015-156
Department: Public Works

NOTICE OF SOLICITATION	CONTRACTOR
	[Name] [Company Name] [Street Address] [City, ST ZIP] [Phone] [Email]

Mandatory Pre-Bid Meeting Date: _____

Opening Due Date: _____

Completion Time (ANTP): _____

STATEMENT OF WORK

ADDITIONAL COMMENTS

Authorized Signature: _____ **Date:** _____

EXHIBIT A

GENERAL CONSTRUCTION CONDITIONS

It is mutually agreed by the parties hereto that this contract is subject to the provisions of the Charter of the City of Stuart and of the provisions of the Constitution of Florida and of the several acts of the Legislature under which the City exists and of the ordinances and resolutions authorizing this improvement; that upon ten-days written notice the work under this contract may, without cost or claim against said City of Stuart, be suspended by the City Commission for cause; that upon complaint of any owner of any real estate to be assessed for this improvement, that this improvement is not being constructed in accordance with this contract, the City Commission shall consider the complaint and make such order in the premises as it may deem just, and the decision of the City Commission shall be final; that this contract is subject to the additional conditions and stipulations which follow.

All materials and workmanship shall be first class and nothing herein shall be construed as to relieve the Contractor from this responsibility.

1. THE CONTRACT: Except titles, subtitles, headings, running headlines, tables of contents and indices, the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

The Notice to Bidders
Statement of Work
The Bid
Acknowledgment of Bidders, Contractors and City Officials
The Bid Bond
Questionnaire Forms
The Instructions to Bidders
Special Conditions
General Conditions
Specific Provisions
The Contract
Surety Bond
The Performance Bond
Final Receipt
The Plans, Revisions and Supplementary Drawings
All addenda issued by the City prior to the receipt of bids
All provisions required by law to be inserted in this Contract, whether actually inserted or not.
Change Orders
Written Instructions from the Engineer

2. DEFINITIONS: The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows, unless a different meaning is clear from the context:

"Owner" - Wherever the words "City Commission", "Owner", or pronoun in lieu thereof is used in this Contract, the same shall be considered as referring to and meaning the City Commission of the City of Stuart, Florida.

"Contractor" - shall mean the party of the second part hereto, whether corporation, firm, partnership, or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract.

"City Engineer" or "Engineer" - Wherever the words, "City Engineer ", "Engineer" or a pronoun in lieu thereof is used in the Contract, the same shall be considered as referring to and meaning the City's Engineer of Record on this project; and/or the Public Works Director of the City of Stuart, Florida and his authorized agents.

"Inspector" - A representative of the City Public Works Director.

"Surety" - shall mean any corporation that executes, as surety, the Contractor's performance bond securing the performance of this Contract.

"The Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

"Contract Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor ***by any one or more of the parts of the Contract*** referred to in the Contract hereof except extra work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the City Purchasing Manager shall determine which shall prevail.

"Extra Work" - shall mean work other than that required either expressly or implied by the Contract in its present form.

"Bidding Documents" - Bidding documents shall include, but not be limited to, the following: Notice to Contractor, Instructions to Bidders, Proposal, Itemized Proposa1 Sheet, Special Conditions and/or Special Provisions**.**

"Final Acceptance" - shall mean acceptance of the work by the City Public Works Director as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

"Contract" or "Contract Documents" - shall mean each of the various parts of the contract referred to under the heading "The Contract", hereof, both as a whole or severally.

"Plans" - shall mean only those drawings specifically referred to as such in these documents or in any Addendum. The drawings or reproductions thereof which have been prepared by the City Public Works Director which show the locations, character, dimensions, and details of the work to be done. Drawings issued after the execution of the Contract to further explain or to illustrate or to show changes in the work will be known as "Supplementary Drawings" ***and shall be binding upon the Contractor with the same force as the plans.*** All working drawings submitted by the Contractor and approved by the Engineer become a part of the plans.

"Specifications" - shall mean any construction standards and/or specifications, issued by the office of the Public Works Director, City of Stuart, including any revision thereof.

"Addendum" or Addenda" - shall mean the additional contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Notice" - shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

"Site" - shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Engineer.

"Subcontractor" - shall mean any person, firm or corporation other than employees of the Contractor, who or which contracts with the Contractor, to furnish, or actually furnishes labor or labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Directed", "Required", "Permitted", "Designated", "Ordered", "Prescribed", and words of like import shall imply, unless otherwise specifically provided, the direction, requirements, permission, designation, order or prescription of the Engineer and 'approved", 'acceptable", "Satisfactory", "In the judgment of", and words of like import shall mean, unless otherwise specifically provided, approved by or acceptable to, or satisfactory to, or in the judgment of the Engineer.

"Day" - shall mean calendar day.

"Change Order" - shall mean a written order issued by the Purchasing Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

3. APPLICATION OF SPECIFICATIONS: When issued, construction standards and specifications, from the office of the Public Works Director, City of Stuart, are grouped under several sections. Each of these sections is primarily a particular phase of construction and shall be applied where appropriate. In no way shall any section be restricted to that particular section, but shall be applied to and govern any and all construction that applies, specifically states, or requires the operation as outlined in the section.

4. REFERENCE TO STANDARDS: Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the City of Stuart standard specifications, the latter shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.

Reference to a technical society, organization, or body may be made in the specifications by abbreviations, in accordance with the following list:

AASHO	for American Association of State Highway Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers Association

AIEE	for American Institute of Electrical Engineers
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASA	for American Standards Association
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
CIPRA	for Cast Iron Pipe Research Association
FED SPEC	for Federal Specifications
NAV SPEC	for Navy Department Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SBC	for City of Stuart Building Code
U.L. Inc.	for Underwriters' Laboratories, Inc.
DOT	for Department of Transportation
FSBH	for Florida State Board of Health
MCHD	for Martin County Health Department
SHBI	for Steel Heating Boiler Institute
AWPA	for American Wood Preservers Association
SoBC	for Southern Building Code
FPC	for Florida Pollution Control
EPA	for Environmental Protection Agency
CofS	City of Stuart code of ordinances, charter, regulations

When no reference is made to a code, standard or specification, the standard specifications for the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

5. TIME OF STARTING WORK: The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction, at such point or points as the Engineer may authorize, but no work shall be initiated until the Contractor has received the written authorization of the Engineer to do so. The work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion within the time specified in the Proposal. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to so begin shall render the Contractor liable to the City of Stuart in the amount of ninety dollars ($90.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to.

6. TIME OF COMPLETION: Time being an essential condition of this contract; the entire work shall be completed on or before the dates herein before set forth. All material used in the construction must be removed from the streets, alleys, sidewalks and other parts of the work must be cleaned, satisfactorily to the Engineer, by the date aforesaid.

7. LIQUIDATED DAMAGES: The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars ($1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby

agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars ($1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

8. REIMBURSEMENT OF ENGINEERING EXPENSES: Should the entire completion and acceptance of the work herein embraced, together with any modifications or additions, be delayed beyond the time herein set it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accepted as herein provided, all cost of engineering and inspection on behalf of the Owner will be charged to the Contractor hereunder, and deducted from any estimate or payment otherwise due and payable to him from time to time.

9. EXTENSION OF TIME: The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever including a delay caused by the City or the Engineer, but such hindrances or delay may entitle him to an extension of time for completing the work. Said extension shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of detention; however, neither an extension of time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by said party of the first part of the right to abrogate the contract for delay.

Requests for “rain days” will only considered for critical path items in compliance with FDOT Specifications.

10. SCHEDULE OF WORK: Within two weeks after the execution of the contract, the Contractor shall submit, for approval, a schedule of work consisting of maps and written description, describing how he intends to progress with the construction within the contract limits. If this schedule is not submitted within the prescribed time, the Contractor shall not be permitted to start any construction until said schedule is submitted and approved.

Any and all delays in construction, due to the Contractor's failure to submit the required data at the prescribed time, shall not be sufficient reason for any requests for any extra payment or extension of contract time for said delays.

The Contractor will be issued a formal written “Notice to Proceed” at or shortly after the “Pre-Construction Meeting”. This notice will contain the official start and completion dates for the project work. The allowable contract time will commence on the date specified in the “Notice to Proceed.”
Where any intersection is to be cut or reconstructed, the Contractor shall also furnish for approval by the appropriate director at the City of Stuart, Martin County, or FDOT, a map indicating how he intends to detour traffic around said intersection. When this traffic detour map is first approved, at the beginning of the job, it does not relieve the Contractor from his responsibility of notifying the Transportation Director, in writing, a minimum of 48 hours in advance of any construction within the intersection. Contractor will be required to maintain traffic at all times, except where it constitutes a hardship on the Contractor or a hardship on the general public, as determined by the Public Works Director.

11. CONTROL OF THE WORK: The Engineer, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Engineer. The Engineer and his authorized assistants shall, at all times,

have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Engineer may desire respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor perform work in darkness ordinarily carried on in the daytime, he shall give ample notice to the Engineer so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Engineer, and no extra compensation shall be allowed the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Engineer, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or work during prohibited hours.

12. INSPECTION: No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.

13. OWNER'S RIGHT TO TERMINATE CONTRACT: If, in the sole opinion of the Owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if at any time the Owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the Contractor in writing, and if the Contractor shall not within ten (10) days thereafter take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction and completion of the work. The Owner may otherwise notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The owner may thereupon advertise and let a Contract for the uncompleted work, and charge cost thereof to Contractor upon this Contract. Any excess of cost arising there from over and above original contract price shall be charged against the original Contractor and his surety or sureties who shall be liable therefore.

If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Engineer relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to re-let a Contract for the unfinished work. Such annulment shall not entitle the Contractor to any claim for damage on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

14. SUSPENSION OF WORK DUE TO WEATHER: During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

15. CONTRACTOR'S UNDERSTANDING: The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

16. CONTRACTOR'S RESPONSIBILITY: The Contractor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work, and properly repair any damage done from any cause whatsoever.

17. SUPERINTENDENCE: When the Contractor is not present on the work, orders will be given to the foreman or superintendents who may have immediate charge thereof and shall be by them received and strictly obeyed.

18. EMPLOYEES: None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses or neglects to obey the instructions of the Engineer in anything relating to this work, or who appears to the Engineer to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of said Engineer, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the contract and re-let the work.

19. SUBCONTRACTOR: The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Manager. *A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Manager and approved by the Owner.* In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

20. AGREEMENTS WITH PROPERTY OWNERS: The Contractor wil1 not use or store any materials on public or private property without written permission of the Owner. The City shall require from the Contractor a written copy of any and all agreements made between the Contractor and any private property owners regarding the use or storage of materials on their property.

21. BASIS OF PAYMENT: The price for each item shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all above and underground obstructions not specifically named herein replacing in a manner satisfactory to the Engineer any or all of the above items which may be damaged beyond repair as a result of work under this contract; performing the work necessary to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.

22. PAYMENTS : If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the Owner has reason to suspect the same, the Owner may withhold such balance, and, upon written evidence satisfactory to the owner as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.

On or before the 10th day of the month in which the Contractor desires a partial payment, he shall submit an estimate for partial payment to the Engineer of Record. The partial payment estimate may be for the total value of all work completed to date, and may also include authorized change orders and materials at the job site which will be incorporated in the project within the forthcoming thirty-day period. A partial release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany each partial payment estimate as a condition of payment. Payment of any undisputed sums will be made within 20 calendar days of submission of a pay request if it does not need to be reviewed and approved by the Engineer or Architect. If it must be reviewed and approved by an Architect or Engineer payment of any undisputed sums the pay request will be paid within 25 calendar days.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

The City shall retain a portion of each partial payment according to the following schedule:

PERCENTAGE RETAINED FROM PARTIAL PAYMENT TO CONTRACTORS:

Percentage of Work Completed	Percentage Retained by City
0% to 50% Completion	10% of any moneys due Contractor
51% to 100% Completion	5% of any moneys due Contractor (at the sole discretion of the City)

The Owner/ Engineer shall review all estimates as submitted prior to making final payment shall adjust any discrepancy. The Engineer/Owner further reserves the right in the sole discretion of the Engineer/Owner to increase or decrease the percentage retained by the City in the event the job conditions warrant such action.

23. PURCHASING CARD PROGRAM: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

24. FINAL PAYMENT: When all work embraced in this contract shall have been fully completed, agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Owner shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. In making this final estimate neither the Owner nor the Contractor shall be stopped by the monthly estimates as aforesaid. From the sum total so found shall be deducted firstly all previous payments made to the Contractor, and secondly, all damages and proper charges under this agreement. The Contractor shall execute a final receipt and release on the forms provided by the Owner, making the final settlement and payment as aforesaid. A final release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany the final payment estimate as a condition of payment.

Before final payment, a final inspection shall be held attended by the Contractor, the Owner, and the Architect/Engineer. All work shall be completed and accepted by the Owner/Engineer before the final payment will be made.

Before final settlement and payment is made under the terms of this Contract, such final settlement may, at the sole discretion of the Owner, be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper published in the City of Stuart and the City may withhold from all payments to the Contractor sufficient funds to insure payment of all claims files.

25. QUANTITIES: It is mutually agreed that the statement of work shows the approximate amounts only, and the plans, the general location; that no change will be made involving any departure from the general scheme of the work; that no such change involving material change in cost, either to the Owner or Contractor, shall be made, except upon written permission of the Owner; however, the Engineer shall have the right to make minor alterations in the line, grade, plan, form or materials of the work herein contemplated at any time before the completion of the same; that if such alterations shall diminish the quantity of the work to be done, such alterations shall not constitute a claim for damages or anticipated profits: that if such alterations increase the amount of the work to be done, such increase shall be paid for according to the quantity actually performed and at the price or prices stipulated therefore in the contract.

The owner shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions relative to the execution of the same and such estimates and decisions; shall be final and binding.

Any work not herein specified which may be fairly implied as included in the contract, of which the Owner shall judge, shall be done by the Contractor without extra charge.

26. EXTRA WORK: The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be in compliance with State Revolving Fund Program requirements and be determined as follows:

A. By such applicable unit prices, if any, as are set forth in the contract; or

B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or

C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:

   1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
3) For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

27. OMITTED WORK: The City may, at any time, by a written order and without notice to the sureties, require the omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executed change order. All work so ordered must be omitted by the Contractor. The amount by which the contract price shall be reduced shall be determined as follows:

A. By such applicable unit prices, if any, as are set forth in the contract; or

B. By the appropriate lump sum price set forth in the contract; or

C. By the reasonable and fair estimated cost of such omitted work as determined by the Engineer and approved by the City Commission.

28. DISPUTED WORK: If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. Final determination and decisions in case any question shall arise shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been determined.

29. LIABLE: The City of Stuart shall not be held liable for any damages or extras to either the general contractor on this project or utilities, should said damages or extras occur through neglect, failure or delay of the general contractor on this project, or improvement, to coordinate his work with others.

30. PERMITS AND PROTECTION OF PUBLIC: The Contractor shall be required to apply for and obtain all permits required from any municipality or county (including the City of Stuart, FDOT, and Martin County) to accomplish this work at his own expense. If applicable the Contractor may submit the permit fees and bonds on the appropriate line item in the bid documents.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. The Contractor shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; shall place sufficient warning lights at or near the work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephone, telegraph, light or power poles, water mains, conduits, pipes or drains or other construction either public or private in or on the streets or alleys, the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the work of constructing the various items in this improvement shall proceed in an orderly, systematic and progressive manner.

Before any work can be done within the roadway or any portion of the public right-of-way, the Contractor must submit and obtain approval from the Owner a Maintenance of Traffic (MOT) plan.

31. ROYALTIES AND PATENTS: All fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this work or appurtenances are hereby included in the prices stipulated in this contract for said work; the Contractor hereby expressly binds himself or itself to indemnify and save harmless the said City of Stuart from all such claims and fees and from any and all suits and action of every name and description that may be brought against said City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm or corporation.

32. INSURANCE: The Successful bidder shall not commence any work in connection with this agreement until it has obtained all of the types of insurance detailed in Item 5.3 and such insurance has been approved by the City, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be with insurers qualified and doing business in the State of Florida.

33. INDEMNITY; The said party of the second part hereby binds himself or itself to indemnify and save harmless the Owner from or on account of any injuries or damages, received or sustained by the party of the first part or any person or persons during or on account of the construction of this work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act of omission of the said party of the second part or his or its agents, servants or employees. Said indemnity to be covered by and limited to the amount of Comprehensive General Liability Insurance set forth under the heading Public Liability Insurance.

In case of injury to persons, animals or property by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals, or by reason of any negligence of any Contractor, subcontractor, or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the Owner may, through its officials, withhold such payments, so long as may seem necessary for the indemnity of the Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as above set forth.

34. INSURANCE COVERING SPECIAL HAZARDS: The successful bidder is required to have an emergency action plan in place to mitigate any exposure caused by windstorms, flood or other weather related occurrences. The successful bidder is responsible for securing and/or removing temporary devices and securing the construction site.

Contractor will prepare a Hurricane Emergency Plan similar to the following:

In the event of a hurricane, the following plan will be implemented:

Initial Notice of Pending Storm via Radio and/or Television:

- The Contractor will notify the City of the storm and both entities will follow the tracking to determine if the project site will be in the cone of influence for the storm.
- The Contractor will make plans for the storage/removal of all equipment and materials on the project.
- The Contractor will make sure the City has an up to date emergency list for the Contractor's personnel and the City will provide the Contractor with a list of appropriate City emergency personnel.

72 Hours Prior to Landfall:

- The Contractor will open all drainage to minimize flooding of the adjacent neighborhoods and roads.
- The Contractor will make necessary improvements to the project to protect his work.
- The Contractor will begin securing all materials and equipment on the project.
- The Contractor will install any necessary pavement markings on the pavement anticipating the removal of all temporary devices.

48 Hours Prior to Landfall:

- The Contractor will remove all temporary signing and Maintenance of Traffic devices from the roadway.
- The Contractor will complete the securing of all materials and equipment on the project.
- The Contractor will notify the City of the securing of the project.
- The Contractor will vacate the project site.

24 Hours Prior to Landfall:

- Emergency personnel for the Contractor will be available by telephone.
- All Contractor personnel will be off the project site.

12 Hours Following the Hurricane Event:

- Contractor emergency personnel will review the site and make preparations for any repairs.
- The Contractor will notify the City emergency personnel of the status of the project site.
- The Contractor will document all damage caused by the storm event.

Contractor shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. Contractor's Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the Contractor assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of the Contractor to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

35. CONTINGENT LIABILITY: The above policies for public liability insurance must be so written as to include contingent liability insurance to protect the Contractor against claims arising from the operations of subcontractors.

36. PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

37. SANITARY REGULATIONS: Necessary sanitary conveniences, for the use of laborers on the work, shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Engineer, and shall obey and enforce such sanitary regulations and take such precautions against infectious diseases, as the Engineer may deem necessary. Should any infectious diseases occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

38. SHANTIES: Should the Contractor build shanties or other structures for housing personnel, tools, machinery and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

39. PROTECTION OF WORK AND MATERIALS: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

40. COPIES FURNISHED TO CONTRACTOR: After the contract has been executed, the Contractor will be furnished with up to six (6) sets of paper prints of each sheet of the plans and bidding documents. Additional copies of plans and specifications, when requested, will be furnished to the Contractor at cost of reproduction.

The Contractor shall furnish each of the subcontractors, manufacturers and materialmen such copies of the contract documents as may be required for his work.

41. INTERPRETATION OF PLANS AND SPECIFICATIONS: The Engineer shall decide all questions concerning the interpretation of the plans and specifications pertaining to the character,

quality, amount and value of any work done and materials furnished under or by reason of this contract, and his estimate and decisions shall be final and conclusive. All questions regarding issues arising from the work herein not specifically addressed elsewhere in these documents shall be interpreted by the Engineer in his sole discretion and his decisions shall be final and conclusive.

42. CONTRACTOR TO CHECK PLANS AND DATA: The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omissions be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

43. SUPPLEMENTARY DRAWINGS: When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Engineer and five (5) paper prints thereof will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City of compensations therefore to the Contractor shall be subject to the terms of the agreement.

44. APPROVAL: If the shop working drawings show departures from the contract requirements, the Contractor shall make specific mention thereof in his letter of submittal: otherwise, approval of such submittals shall not constitute approval of the departure. Approval of the drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of drawings will be general, and shal1 not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

If catalogue sheets or prints of manufacturers' standard drawings are submitted as working drawings, any additional information or changes on such drawings shall be typewritten or in ink.

The procedure in seeking approval of working drawings shall be as follows:

The Contractor shall submit promptly a sufficient number of copies of each shop drawing to provide the Engineer with three (3) copies in addition to the number of copies the Contractor requires for his own purpose. Re-submission of drawings shall be made in the same quantity until final approval is obtained.

After checking by the Engineer, the shop drawings will be stamped and marked in one of the following ways:

A. Approved as drawn
B. Approved as noted

C. Approved as corrected - Resubmit
D. Not approved - Resubmit

No work required by shop drawings shall be executed until approved by the Engineer and a copy stamped "Approved" is on the job site. No copies not so stamped shall be kept at the job site.

Approval by the Engineer of shop drawings for any material, apparatus, devices and layouts shall not relieve the Contractor from the responsibility of furnishing same of proper dimension size, quantity, quality, and all performance characteristics to efficiently perform the requirements and intent of the contract documents. Such approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the contract documents, the Contractor shall advise the Engineer of the deviations in writing accompanying the shop drawings, including the reasons for the deviations.

45. MATERIALS AND MANUFACTURED ARTICLES: In general, wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded merely as a standard. If two or more brands, makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device or equipment which, in the opinion of the engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted.

All material and workmanship shall in every respect, be in accordance with what, in the opinion of the engineer, is in conformity with approved modern practice.

Wherever the plans, specifications, or other contract documents, or the directions of the engineer admit of doubt as to what is permissible and/or fail to note the quality of any work that interpretation will be made by the engineer, which is in accordance with approved modern practice, to meet the particular requirements of the contract.

In all cases new materials shall be used, unless this provision - is waived by notice from the owner or the engineer in writing.

In certain specific instances, however, as may be listed and described in the Special Conditions contained herein, materials, manufactured articles, devices or equipment are deemed most suitable for the service anticipated. This is not done, however, to eliminate others equally as good and efficient. The contractor shall prepare his bid on the basis of the particular equipment and materials specified for the purpose of determining the low bid. The awarding of the contract will constitute a contractual obligation to furnish the specified equipment and materials unless the contractor desires to follow the following procedure:

After the execution of the contract, substitution of equipment of makes other than those named in the contract will be considered for two reasons only.

- 1. That the equipment proposed for substitution is superior in construction and/or efficiency to that named in the contract.

- 2. That the equipment proposed for substitution is equal in construction and/or efficiency to that named in the contract.

In either case, it will be assumed that the cost to the Contractor of the equipment proposed to be substituted is less than the equipment named in the contract and if the substitution is approved the contract price shall be reduced a corresponding amount.

To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies or equipment company's quotations to the Contractor covering the original equipment and also equipment proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the savings in cost involved in any substitution. In all cases the burden of proof that the equipment offered for substitution is equal or superior in construction and/or efficiency to that named in the contract shall rest on the Contractor, and unless the proof is satisfactory to the Owner, the substitution will not be approved. Requests for substitution on the grounds that better delivery can be obtained on the equipment proposed for substitution will not be approved for it will be considered that the Contractor in his proposal has named equipment on which he has received proposals from equipment manufacturers giving a delivery time which will permit completion of the project within the contract time. Requests for substitution of equipment, which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that so named in the contract will not be approved.

In the event the Contractor obtains the Engineer's approval on equipment other than that which is shown on the plans and specified herein, the Contractor shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

46. SAFEGUARDING MARKS: The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the work and, if required, shall bear the cost of having them re-established by a licensed surveyor is disturbed or destroyed during the course of construction.

47. EXISTING UTILITY SERVICE: All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

48. SALES TAX ON PUBLIC WORKS CONSTRUCTION CONTRACTS: The Contractor shall familiarize himself with Florida law on sales tax and comply with the regulations set forth therein.

49. JOB DESCRIPTION SIGNS: Unless otherwise directed by the City, the Contractor shall furnish, erect, and maintain suitable weatherproof signs containing the following information:

A. City Seal (in colors) in the upper left hand corner
B. Project Number, Project Title and Bid Number
C. Job Description
D. Estimated Cost
E. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted with a white background and present a pleasing appearance. Lettering will be in black and will be of a size large enough to be easily read from the adjacent roadway. Exact location of

signs will be determined in the field. For linear projects, two (2) signs will be required, one at each end of the job. The cost of such job signs shall be at the sole expense of the Contractor.

50. PERMITS: The Contractor shall be responsible for obtaining all local building permits. It is the responsibility of each bidder to contact the appropriate permitting agency and determine what fees and submittals are necessary to pull a permit. By submitting a bid the bidder certifies that he/she has contacted the appropriate permitting agencies, is knowledgeable of all the permit submittal requirements, and is prepared to obtain a permit within a reasonable time to be specified by the City. The Contractor is required to pay all the required permit fees whether or not there is a line item in the bid schedule, so he/she should ensure that these costs are included in his/her bid submission.

51. CALENDAR DAY: A calendar day is defined as any calendar day including Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, and all City, State, and Federal recognized holidays. All work performed during a calendar day shall be in accordance with the appropriate Section of the Code of Ordinances of the City of Stuart.

For this project, the Contractor may be required to work during night time hours between 7pm and 6am to complete all work. The Contractor is encouraged to work during daytime hours with minimal disruption to businesses and the traveling public.

Contractors wishing to work on Saturdays, Sundays or City recognized legal holiday, shall submit a request to the City's Project Manager, in writing, prior to starting such work.

52. REGULATIONS: These specifications will not relieve the Contractor from adhering to requirements or regulations of any regulatory agency. No Contractor will be permitted to work more than eight hours per day, forty hours per week on any contracts awarded by the City to perform municipal construction without receiving written approval from the Engineer. In the event approval is granted for a Contractor to work more than eight hours per day or forty hours per week, the cost of the engineering and inspection charges for this overtime work will be deducted from the Contractor's payments. Contractors receiving authorization from the Engineer to work overtime for the benefit or to protect the health and welfare of the City shall not be assessed for this overtime.

Inclement weather, relocation of conflicting utilities, change orders specifying a specific number of days' extension, or authorized written delays by the Engineer shall be not charged against the contract time. The decision of the Engineer as to the days not charged against the contract time shall be final and binding.

53. TESTING: All testing will be directed by the Contractor unless otherwise specifically stated in the plans or specifications all tests will be done by a laboratory approved by the City's Project Manager and the expenses will be paid by the Contractor.

The Contractor will be required, at his expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including all laboratory fees when the results of these tests have failed to meet the minimum standards within the specified tolerances set forth in the specifications. The Contractor may, at his option, be billed directly by the laboratory for these expenses or have the amount deducted from his final payment upon the completion of the contract.

All tests required, whether done by the City's or the Contractor's laboratory will be provided to the Engineer or his designated representative at the time and place of his choosing in his sole discretion.

54. FLORIDA EAST COAST RIGHT-OF-WAY: Whenever a City contractor is constructing within or immediately adjacent to the Florida East Coast Railway Company's right-of-way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the contract.

A. Bodily injury insurance in an amount not less than $500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 on account of any one occurrence, and

B. Property damage insurance in an amount not less than $500,000.00 for damages on account of any one occurrence and in an amount not less than $1,000,000.00 for damages on account of all occurrences

The above insurance requirements PERTAIN ONLY TO WORK DONE WITHIN FLORIDA EAST COAST RAILWAY Right-of-way. The above paragraphs are to be incorporated under the heading "Public Liability Insurance".

In addition to the above, the contractor will, prior to initiating work, contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.

By submitting a bid the contractor certifies that he is aware of the above requirements and will comply with them.

55. LOCATING UNDERGROUND UTILITIES: In accordance with Florida law the Contractor will call the ***Florida One Call*** or other appropriate designated agency 48 hours prior to any ditching, trenching or digging in any areas of the project in order to have telephone, cable television, telegraph, light or power poles, water mains, conduits, pipes or drains or other underground utilities either public or private in or on the streets or alleys. All work on this project shall be conducted so that no interruption or delay will be caused in the operation or use of these utilities. When disruptions of utility services are unavoidable, necessary and planned for, proper written notice shall be given to all affected or likely to be affected citizens, at least 24 hours in advance, so that they are afforded the opportunity to make suitable arrangements to compensate for the service disruption.

In addition to the above, the contractor will initiating work, in or immediately adjacent to the Florida East Coast Railway right of way, prior to contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.

56. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: If, during construction, the Contractor causes any damage or aggravates an existing condition on public or private property, he shall be held responsible for complete replacement of those items in question.

If any of the items below are disturbed or any damage done to existing structures, pavement, meter posts, driveways, markers, street and traffic signs, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, traffic and street light standards and foundations, roof drains, benches, meter boxes, striping, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired in a manner satisfactory to the Engineer.

57. HURRICANE AND STORM WARNINGS: The Contractor will be required to remove all materials from the job site or provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. Contractor shall also take necessary precautions to remove bullheads, dams or other structures blocking drains in the event of flooding conditions. No extra pay will be allowed for this work.

58. DUST PREVENTION: The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or work in an incomplete stage. All costs of this work shall be included in cost of other parts of the work.

Should the Contractor fail to abate a dust nuisance by the above methods, then he will be required to immediately construct temporary patches as stated in Temporary Street Patches Specifications.

59. PLACING BARRICADES AND WARNING LIGHTS: The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain same etc., the Engineer may, after 24 hour notice to the Contractor, proceed to have such placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any moneys due, or to become due, to the Contractor.

60. POWER/UTILITIES: The Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by Owner.

61. TRAFFIC CONTROL: The Contractor shall coordinate all work and obtain, through the Public Works Department, a list of all entities that must receive road closure notification a minimum of 48 hours in advance before any traffic detours or road closures can be put into place. No sidewalks can be closed to the public without prior written approval from the Public Works Director. The MANUAL on TRAFFIC CONTROLS and SAFE PRACTICES, published by the Florida Department of Transportation shall be used as a guide for requirement and placement of traffic control devices, signs, and barricades. All Maintenance of Traffic (MOT) plans shall be submitted and approved by the Public Works Director before being put into place.

All traffic control devices, flashing lights, signs, and barricades shall be maintained in working condition at all times.

Traffic control devices, signs, and barricades within a state right of way shall be governed by MANUAL on TRAFFIC CONTROLS and SAFE PRACTICES, published by the Florida Department of Transportation.

62. PHOTOGRAPHIC DOCUMENTATION OF JOB SITE: *The Contractor shall be required to furnish the Owner with either videotapes and digital photographs of the entire jobsite prior to the start of any construction activity in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site prior to any work being undertaken by the Contractor.* At the

completion of all construction activities, the Contractor shall be required to furnish the Owner with videotapes and digital photographs of the entire jobsite in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site after the completion of all work being undertaken by the Contractor. The decision as to whether videotapes, digital photographs or both will be required will be at the sole discretion of the Public Works Director based on his assessment of which provides the best documentary evidence of the before and after conditions of the jobsite. Unless otherwise stipulated in the specifications, the Contractor shall furnish said photographic documentation of the job site at his own expense.

63. ACCESSIBILITY STANDARDS: In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

64. RECORD DRAWINGS: Toward the end of the project prior to requesting the substantial completion walkthrough the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of record drawings for review and approval:

A. Three blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

   At the completion of the project, including punch list items and prior to submitting an application for final payment, the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of final record drawings for review and approval:

B. Eight blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

C. One reproducible copy of the record drawings on Mylar signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

D. One digital copy of the record drawings in “AutoCAD” format version 2004 or earlier.

The Engineer may require the Contractor to submit additional signed and sealed copies of record drawings at any time in the process for review or use by the Owner and Engineer and the Contractor will provide additional signed and sealed copies as requested at no additional expense to the Owner or Engineer.

All engineering record drawings shall be signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida. All digital record information files must be in State Plane Coordinates: (NAD 83/90).

“Prior to the placement of any asphalt or concrete pavement, the contractor shall submit to the engineer “as-built” plans showing lime rock base grades, and all drainage, water and sewer improvements. Paving operations shall not commence until the engineer and the approving agency has reviewed the “as-builts”.
The Contractor is responsible for providing all construction staking, as needed, to accurately complete the project.

65. UTILITY HOOK UP: The Contractor shall be responsible for all utility hook ups. It is the responsibility of each bidder to contact the appropriate utility company/agency and determine what fees and submittals are necessary to hook up. By submitting a bid the bidder certifies that he/she has contacted the appropriate utility company/agencies, is knowledgeable of all the submittal requirements, and is prepared to make all submittals within a reasonable time to be specified by the City in order to hook to required utilities. The Contractor is required to pay all the required utility hookup/connection and availability fees whether or not there is a line item in the bid schedule, so he/she should ensure that these costs are included in his/her bid submission.

66. ADDITIONAL REQUIREMENTS: The successful bidder is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

EXHIBIT C

"FEE SCHEDULE"

BID SCHEDULE

The City of Stuart intends to award a contract to the lowest responsive and responsible bidder using the following Unit Prices as a basis for award. Items include all materials, labor, testing, documentation, etc. to successfully and completely complete the project.

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
1	MOBILIZATION	LS	1	$	$
2	MAINTENANCE OF TRAFFIC (MOT)	LS	1	$	$
3	PRE CONSTRUCTION VIDEO	LF	1	$	$
4	POLLUTION / EROSION CONTROL	LS	1	$	$
5	FURNISH AND INSTALL 2" DIA SDR21 PVC LPM	LF		$	$
6	FURNISH AND INSTALL 3" DIA SDR21 PVC LPM	LF		$	$
7	FURNISH AND INSTALL 4" DIA SDR21 PVC LPM	LF		$	$
8	FURNISH AND INSTALL 6" DIA SDR21 PVC LPM	LF		$	$
9	FURNISH AND INSTALL 2" DIA DR 11 DIPS HDPE LPM	LF		$	$
10	FURNISH AND INSTALL 3" DIA DR 11 DIPS HDPE LPM	LF		$	$
11	FURNISH AND INSTALL 4" DIA DR 11 DIPS HDPE LPM	LF		$	$
12	FURNISH AND INSTALL 6" DIA DR 11 DIPS HDPE LPM	LF		$	$
13	FURNISH AND INSTALL 4" DIA SDR21 PVC FM	LF		$	$
14	FURNISH AND INSTALL 6" DIA SDR21 PVC FM	LF		$	$
15	FURNISH AND INSTALL 8" DIA SDR21 PVC FM	LF		$	$
16	FURNISH AND INSTALL 4" DIA DR11 HDPE FM	LF		$	$
17	FURNISH AND INSTALL 6" DIA DR11 HDPE FM	LF		$	$
18	FURNISH AND INSTALL 8" DIA DR11 HDPE FM	LF		$	$
19	FURNISH AND INSTALL 2" TERMINAL CLEANOUT ASSEMBLY	AS		$	$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
20	FURNISH AND INSTALL 2" PRESSURE CLEANOUT ASSEMBLY	AS		$	$
21	FURNISH AND INSTALL 3" PRESSURE CLEANOUT ASSEMBLY	AS		$	$
22	FURNISH AND INSTALL 4" PRESSURE CLEANOUT ASSEMBLY	AS		$	$
23	FURNISH AND INSTALL 6" PRESSURE CLEANOUT ASSEMBLY	AS		$	$
24	FURNISH AND INSTALL 2" GATE VALVE (LPM)	EA		$	$
25	FURNISH AND INSTALL 3" GATE VALVE (LPM)	EA		$	$
26	FURNISH AND INSTALL 4" GATE VALVE (LPM)	EA		$	$
27	FURNISH AND INSTALL 6" GATE VALVE (LPM)	EA		$	$
28	FURNISH AND INSTALL 4" GATE VALVE (FM)	EA		$	$
29	FURNISH AND INSTALL 6" GATE VALVE (FM)	EA		$	$
30	FURNISH AND INSTALL 8" GATE VALVE (FM)	EA		$	$
31	FURNISH AND INSTALL MANUAL ARV ASSEMBLY	EA		$	$
32	FITTING	TON		$	$
33	CONNECT TO EXISTING 4” FM	EA		$	$
34	CONNECT TO EXISTING 6” FM	EA		$	$
35	CONNECT TO EXISTING 8” FM	EA		$	$
36	GROUTE ABANDON EXISTING FM	LF		$	$
37	MODIFY EXISTING LIFT STATION	EA		$	$
38	CONSTRUCT LIFT STATION	EA		$	$
39	ROADWAY RESTORATION	SY		$	$
40	RESIDENTIAL DRIVEWAY CROSSING	EA		$	$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
41	COMMERCIAL DRIVEWAY CROSSING	EA		$	$
42	6” DIP CASING FOR CONFLICTS	LF		$	$
43	SOD RESTORATION	LF		$	$
44	ROADWAY OVERLAY	SY		$	$
45	PRESSURE TEST LPM	LF		$	$
46	PRESSURE TEST FM	LF		$	$
47	SIDEWALK REMOVE & REPLACE 4"	SY		$	$
48	SIDEWALK REMOVE & REPLACE 6"	SY		$	$
49	UTILITY LOCATES	LS	1	$	$

EXHIBIT D

"INSURANCE & INDEMNIFICATION"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lassiter-Ware Insurance of Tampa Bay
1300 N. Westshore Blvd
Suite 110
Tampa FL 33607

CONTACT NAME: Debra Linkous
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS: DebraL@lassiter-ware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI-Gerling America Insurance	41343
INSURER B: Endurance American Specialty	41718
INSURER C: Bridgefield Casualty	10335
INSURER D: XL Specialty Insurance Co	37885
INSURER E:	
INSURER F:	

INSURED
Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana FL 33462

COVERAGES

CERTIFICATE NUMBER: 15-16 MASTER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			EGGCC000173515 Blanket Additional Insd incl Prod/Compl Ops and Primary & Non-Contrib. Contractual Liability	3/1/2015	3/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EAGCC000173515 Blanket Additional Insd	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 2,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			EXAGC000173515 Follow Form	3/1/2015	3/1/2016	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0196-38538 Blanket Waiver of Subrog	3/1/2015	3/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Lia (follow form)			ELD10006501300	3/1/2015	3/1/2016	$1,000,0000/$1,000,000	Excess of $3M
D	Installation Floater			UM00034349MA15A	3/1/2015	3/1/2016	$200,000	Blkt All Jobs

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Pollution Liability - $1,000,000 Policy #7930030920000, Eff 3/1/15-16 Homeland Insurance Company of NY.
Re: RFQ No. 2015-156, Underground Utility Construction Services. The City of Stuart, its officers, board members, employees and agents are named as an Additional Insureds with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Doug Childers/DEBRAL

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Policy Number: EAGCC000173515

THIS ENDORSEMENT CHANGES THE POLCIY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

WHO IS AN INSURED, under **SECTION II – LIABILITY COVERAGE, A. COVERAGE,** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and
b. Executed prior to an "accident" for which coverage provided to an additional insured under this endorsement applies.

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.
3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over and other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT, , ,	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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