

Appendix A – Management Plan

Attach a copy of the firm's management plan for this project. Per the evaluation criteria set forth in the Proposal Evaluation, the management plan shall include the following:

- 1) Provide a brief history and description of your company, including an overview and experience providing similar projects and services relating to the Contract being bid:
 - General Construction
 - Mechanical, Electrical, and Plumbing (MEP)
 - Roofing
- 2) Describe your general understanding of the JOC system to include the joint scoping of work, the preparation of price proposals and Job Order proposals, using the Construction Task Catalog®, meeting the contractual deadlines of proposal development, the rapid mobilization and start-up of Job Orders, and the expedient closeout of Job Orders)
- 3) Provide a subcontracting plan to include the purchasing of subcontractor services, and work to be accomplished with in-house forces. Identify the amount and type of subcontracting anticipated. Demonstrate in writing your ability to coordinate multiple subcontractors on multiple projects at multiple locations.
- 4) Provide a list of contemplated subcontractors.
- 5) The Contractor's input during the development of the Detailed Scope of Work is a valued component of any JOC program. Outline and describe the Value-Engineering processes you have employed over the last 5 years identifying what worked best and what did not.
- 6) Demonstrate your firm's ability to understand the Design and Build environment and how the JOC process can partner with this concept. UNM is seeking a full function contracting relationship that will allow a willing partnership in both design and execution of remodeling projects. Design and flexibility will be crucial to our customer base and successful. Proposers must be willing to cooperate with this process.
- 7) Please provide contact information for the person(s) who will be responsible for the following areas. If not applicable, write "Not Applicable"

Executive Contact:

Contact Person: Charlotte Harper

Title: Owner

Phone: 505-228-1887

Fax: 505-359-2221

Email: brian.bchconst@aol.com

Marketing:

Contact Person: Charlotte Harper

Title: Owner

Phone: 505-994-4563 Fax: 505-359-2221

Email: brian.bchconst@aol.com

Account Manager/Sales Lead:

Contact Person: Charlotte Harper

Title: Owner

Phone: 505-994-4563 Fax: 505-359-2221

Email: brian.bchconst@aol.com

Sales Support:

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than sales lead):

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Financial Reporting:

Contact Person: Charlotte Harper

Title: Owner

Phone: 505-994-4563 Fax: 505-359-2221

Email: brian.bchconst@aol.com



Management Plan

BCH Inc. strives to provide the highest quality project that meets all the requirements of a successful project. Therefore we develop a specific project by project Management Plan tailored to the unique conditions of every situation. We use the most current Project Management tools and ideas that cater to the client's needs. Our team offers clear, direct communication at all times, and the Project Management Plan is followed, updated, and reviewed continuously.

BCH Construction Management Plan is essential for successfully executing the overall project goals and objectives. The management plan is established at the very onset of the initial project authorization. It assists the Project Manager in developing the strategies for the construction process and resource requirements and identifying the self-perform trades necessary to execute the On-Call Construction Contracting Services successfully.

Staffing – BCH Construction Inc. On-Call Construction Services

The BCH Construction Project Team listed below fully supports the provisions of this Project Management Plan. Each team member, all of whom have direct experience working at the University of New Mexico, is dedicated to the successful execution of the On-Call Construction Contracting Services and ensuring that the complete, comprehensive objectives of the construction project are attained with a maximum number of changes, at the least possible cost growth, and within the agreed timeframe.

BCH Construction - Project Manager, is the lead member responsible for the overall execution of the project from the initiation of the On-Call Construction Contracting Services through the completion of the On-Call project, including the follow-on post of the On-Call project. The PM is responsible for developing and maintaining this management plan and coordinating with the team members. The PM will provide any updates, with all supporting project documentation, to all members and will update the documentation as required. Ultimately, the Project Manager has single-point stewardship responsibility for all aspects of an assigned project.

BCH Construction has a list of qualified subcontractors we have b worked with for years. The sub-contractor services include doors and hardware, fire protection services, lay-in ceiling systems, and window coverings. BCH construction's in-house services include all Architectural services, Electrical, Mechanical, Plumbing, and Flooring. As a General Contractor, BCH Construction has managed multiple projects and sub-contractor simultaneously and with the same comprehensive team approach.

BCH Construction's List of Sub-Contractors;

All about blinds and shutters LLC	W.J. Electric
Overhead Doors LLC	TLC
Western States Fire Protection	J.E.M.S Flooring
All Around Painting	Hausermann Mechanical

Division 10 Materials, Inc.

BCH Construction Inc. Team



Safety

Ensuring the Safety of students, staff, and visitors is our priority, followed by minimizing disruption to the day-to-day function of the Project. They will conduct themselves professionally as required by BCH Construction and the University safety policies and procedures.

A safety officer is responsible for planning, organizing, and directing day-to-day activities that affect BCH Construction. Duties include developing and implementing a safe work environment and ensuring workers comply with policies and government safety regulations. The safety officer investigates accidents and or incidents of injury or property damage and performs safety audits in order to prevent injury to workers and reduce liability claims to the employer. The Safety Officer answers directly to the company's owner to ensure quick and reliable changes are made when identified.

Technical Approach

BCH Construction understands the clients' need to save money on projects. The BCH team will be responsible for planning, scheduling, administration, and execution of an on-time and on-budget completion of all projects administered under the On-Call Construction Services. BCH has worked with the Office of Capital Project and The Remodel Department on multiple projects and has produced cost-effective ways of completing different tasks on the projects. The Remodel department has also asked BCH to develop the scope of work on various projects. Our team oversees all subcontractors, services, and procurement to meet project goals. Project managers will maintain a visible presence on all project sites during the duration of each project employing continuous solid communication with the University of New Mexico.

Value Engineering

BCH Construction Inc. understands that value engineering is to help the University improve efficiency and decrease operating costs. The goal is to achieve high-quality construction by conforming to the contract requirements. A close working relationship facilitates communication and issue resolution. It will be established early in the project between the Contractor and PM to achieve this goal without compromising quality and safety. BCH customer satisfaction is what we strive to achieve.

LEED Criteria

BCH complies with LEED Minimum Program Requirements per the project. Our team will walk through the key foundational concepts that LEED needs to maximize a project's success.



2516 Southern Blvd. SE
Rio Rancho, NM 87124
Phone (505) 994-4563 Fax (505) 359-2221

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BCH Construction Inc. engineering has extensive experience in structural, mechanical, and electrical systems, concrete, fire protection, equipment, and controls. We utilize the latest software to develop calculations and drawings focused on reducing operating costs, enhancing flexibility, providing a safe work environment, and delivering an economical and environmentally-responsible solution for all facility types.

Our **value engineering** approach underlies every project's design and addresses the costs of capital and operating life cycle. We seek to translate cost-consciousness into cost-effectiveness through every aspect of facility design – architectural, structural, mechanical process, and electrical – and equipment fit-up.

Contact Information:

Charlotte Harper
2516 Southern Blvd. SE
Rio Rancho, NM 87124
505-228-1887 cell
505-994-4563 Office
505-359-2221 Fax

BCH Inc.

Mission Statement

Our mission is: To perform for our customers the highest level of quality construction services at fair and market-competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas, including timeliness, attention to detail, and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty, and fairness in our relationships with our suppliers, subcontractors, professional associates, and customers.

Risk Mitigation is accomplished in four ways, and BCH uses a balance of three of these types to ensure the maximum risk exposure to our clients. The first way is the *acceptance of risk*; this does not reduce any effects; however, it is a standard option when the cost of risk management options may outweigh the cost of the risk itself. In our experience with hospitals and public health areas, this tool must be carefully reviewed due to the severe damage a small risk can present. Risk acceptance is often simply having the right tools available to contain a situation that requires a quick and easy solution.

The second *risk mitigation* tool is risk avoidance. The expense of absolute risk avoidance can add unnecessary costs to a project, but we have found great success with the complete containment of our work environments. This is the most cost-effective and comprehensive approach to avoiding common miscalculations in daily activities and allows our trained staff to work safely and comfortably within a controlled area.

The third tool is *risk limitation*. This is by far the most common risk management strategy and one we utilize on all projects. Our trained staff and supervisors thoroughly review a work area and question the users' and owners' representatives to get a complete understanding of the potential risks. We will not start a project without first inspecting the project information and indoctrinating our employees on all the known and identified risks. At least weekly, we review the project for changes and updates and pass the information to our staff and subcontractors at safety meetings. Our supervisors carry a checklist of general conditions as well as emergency procedures and phone numbers at all times. Because we pride ourselves on our communications with our clients, changes, updates, and discussions are always ongoing and distributed as needed.

List of Perceived Risk & Mitigation efforts for this project;

- Job site contaminates
 1. Negative air machines and filters on all return air.
 2. Mops, snap seal temp walls system, vacuum, floor protection, sticky mats, etc.
 3. Lavatories (Chemical Toilets) will be supplied outside the facility in a designated area.
- Job site safety
 1. All hot work will require UNM hospital permits and a proper fire extinguisher.
 2. Job site/work area required proper PPE. All equipment will be inspected daily.

Safety is our primary goal and concern!

Organization:

Does your firm have the immediate capacity to perform the work required for this project? **YES**

How many years has your organization been in business as a contractor? **11 Years**

How many years has your organization been in business under its present business name? **11 Years**

Department of Work Force Solutions Contracting Registration #: **03047220140711**

Department of Work Force Solutions Contracting Registration Expiration Date:

State the average amount of construction work performed during the past five (5) years: 1.0

List the categories of work that your firm normally performs with its own forces. **BCH Construction normally performs with our own forces, General Contractors, Mechanical, Plumbing/HVAC, Paving, Concrete, Flooring, Glass/Glazing, Electrical, Carpentry, Demolition, and Architectural. We perform every type of construction allowed by our licenses. We are a general contractor with broad-based experience and bonding capacity.**

Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation Contact Title: Remodel Manager

Project Name: UNM Ceria Wet Labs Contact Name: Mark Manzutto

Owner: University of New Mexico Contact Phone No: (505) 249-7907

DESIGN PROFESSIONAL

Total Cost: \$237,126.00

Name: UNM Remodel Phone Number: (505) 277-1248

Contact: Fred Bass Title: Arch

Gross Building Area (Sq Ft): 2000 New Addition Renovation

Gross Site Area (Sq Ft): 35000 Heavy Traffic Vehicle Pedestrian

Scope of Work.

- 1) Demo existing flooring, ceiling, HVAC and electrical.
- 2) Build new walls and ceiling, tape/texture and paint.
- 3) Install new lighting and electrical outlets.
- 4) Install new HVAC.
- 5) Install new door.
- 6) Relocate existing sprinklers.
- 7) Install new mobile shelving unit.
- 8) Install new ramps and handrails.

Describe site constraints, major excavation and traffic difficulties for this project.

Maintaining a safe and clean environment for facility occupants and project workers. Disruption to facility's normal activities. Small lay down area. Coordination of equipment and material deliveries. Safe pathways, and protective barricades.

Describe the management practices used to overcome the difficulties.

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Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation Contact Title: Facilities Manager Southwest Region
Project Name: BNSF Belen MOW Contact Name: Mark Awe
Owner: University of New Mexico Contact Phone No: (505) 980-6957
DESIGN PROFESSIONAL Total Cost: \$225,369.63
Name: BNSF Railyard Phone Number: (817) 352-7210
Contact: Jeremy Jordon Title: Contract/Sourcing
Gross Building Area (Sq Ft): _____ New Addition Renovation
Gross Site Area (Sq Ft): _____ Heavy Traffic Vehicle Pedestrian

Scope of Work.

Architectural

The proposed architectural scope is limited to interior renovations and will be considered a Level 2 renovation project per the International Existing Building Code. The renovations include reconfiguration of existing office space, the addition and reconfiguration of restrooms and the existing locker area, as well as new finishes throughout the north portion of the MoW building.

Open Offices

Signal Crews: Signal Office 101 will be outfitted with counter space on the north, east, and south walls; providing space for at least 3 large work areas. Signal Office 102 will have space for 4 smaller workstations on the north wall and 3 on the south wall. We have indicated an opening to be created in the existing masonry wall providing interior access between the Signal Crew offices, however this opening may need to shift further east to avoid costly electrical panel relocation.

MOW Crews: Office 106 will have space for a total of 8 smaller workstations along the north and south walls while still providing access to natural light from the existing windows on east wall. The larger, open MOW Office 108 will be created by the removal of existing non-structural partitions. This office will provide space for large cubicle workstations.

All offices and corridor space will receive new vinyl composition tile, rubber base, suspended acoustical ceilings, and new paint.

Restrooms

The space of the existing men's and women's restroom will be renovated into one larger men's restroom that will include 4 water closets, 3 urinals, and one large stainless steel wash basin sink. A new locker area will be constructed which will include 10 double tier, 18"x15" lockers. Based on conversations with the GCCH (above), we are recommending construction of an ADA compliant unisex restroom. We propose that the existing ceramic floors be demolished while the wall tile at existing exterior walls be left in place but with new furred-out walls for new tile. Both restrooms as well as the locker area will receive new ceramic floor and wall tile. Stainless steel toilet partitions are recommended.

Mechanical

Proposed mechanical system(s) will be designed and installed in accordance with all applicable codes, including the 2009 International Building Code (IBC), the 2009 Uniform Mechanical Code (UMC), 2009 Uniform Plumbing Code (UPC), the 2009 International Energy Conservation Code (IECC) and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers standards (ASHRAE) and general safety/comfort requirements.

Heating, Ventilation, and Air Conditioning (HVAC)

Heating and Cooling

The heating, ventilation and air conditioning for this project will be provided for room comfort of the occupants of the space.

1) Open Offices 101 & 102, Unisex 105 and Lockers 103: The existing heat pump located in the ceiling space will be utilized. Supply air will be redistributed

Describe site constraints, major excavation and traffic difficulties for this project.

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Describe the management practices used to overcome the difficulties.

Prior to construction BCH Construction thoroughly reviewed the project scope in its entirety. Several pre-construction meetings with the client were held to establish how to work could be performed safely and with the least disruption to the hospital community. Safe pathways and protective barricades were erected and relocated as safety dictated. Lay down area were established with clear entrance and egress paths secured. BCH made introductions to the employees who would be affected by the construction activity to ensure a line of communication was established. BCH safety manager conducted daily safety and process meetings with the Superintendent who in turn met with the field crew to plan the day's activities. BCH PM met with the client weekly or daily as necessary to address all project issue relative to the safe and timely completion of a quality project. All of these methods proved to work very well in overcoming the project difficulties especially those encountered due to working in an occupied facility.

Experience on project

PROJECT DESCRIPTION

Project Type: Renovation Contact Title: Administrative Assistant
Project Name: UNM 933 Bradbury UNM Medical Contact Name: Glenda Swinney
Owner: University of New Mexico Contact Phone No: (505) 272-3259

DESIGN PROFESSIONAL

Total Cost: \$107,274.74
Name: UNM Remodel Phone Number: (505) 272-3259
Contact: Glenda Swinney Title: Arch

Gross Building Area (Sq Ft): 50000 New Addition Renovation
Gross Site Area (Sq Ft): _____ Heavy Traffic Vehicle Pedestrian

Scope of Work.

- 1) Demolition and disposal of electrical, plumbing, ceilings, flooring, walls, and doors.
- 2) New work consist of new flooring, plumbing, electrical, ceilings, walls, and doors per drawing supplied by UNM Remodel department.

Describe site constraints, major excavation and traffic difficulties for this project.

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Experience on projects

PROJECT DESCRIPTION

Project Type: New Construction Contact Title: Superintendent
Project Name: Village at Avalon Apartments Contact Name: Todd Coleman
Owner: DBG Properties Contact Phone No: (505) 269-7481

DESIGN PROFESSIONAL

Name: Dekker Perich Sabatini Architects Phone Number: (505) 761-9700
Contact: _____ Title: _____

Gross Building Area (Sq Ft): _____ [] New [] Addition [] Renovation
Gross Site Area (Sq Ft): _____ Heavy Traffic [] Vehicle [] Pedestrian

Scope of Work.

- 1) Installation of 18763syd of heart land sheet vinyl in buildings 1 thru 6. Includes minor floor prep and installation of 4" rubber base.
- 2) Installation of 3,537syd of Dream Weaver style; 9125 Untouchable color; 691 Thunderbolt using 7/16 (6 pound padding) and tac strip.
- 3) Install 600syd of Dream Weaver in (12) 2 story apartments in the hallways, storage closet at stairs, and the stairs. style; 9125 Untouchable color; 691 Thunderbolt using 7/16 (6 pound padding) and tac strip.

Describe site constraints, major excavation and traffic difficulties for this project.

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Describe the management practices used to overcome the difficulties.

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Experience on projects with severe work area restrictions and heavy traffic.

PROJECT DESCRIPTION

Project Type: Renovation Contact Title: Remodel Manager

Project Name: UNM Ceria Dry Labs Contact Name: Mark Manzutto

Owner: University of New Mexico Contact Phone No: (505) 249-7907

DESIGN PROFESSIONAL

Total Cost: \$107,274.74

Name: UNM Remodel Phone Number: (505) 277-1248

Contact: Fred Bass Title: Arch

Gross Building Area (Sq Ft): 2000 New Addition Renovation

Gross Site Area (Sq Ft): 35000 Heavy Traffic Vehicle Pedestrian

Scope of Work.

- 1) Demo existing flooring, ceiling, HVAC and electrical.
- 2) Build new walls and ceiling, tape/texture and paint.
- 3) Install new lighting and electrical outlets.
- 4) Install new HVAC.
- 5) Install new door.
- 6) Relocate existing sprinklers.
- 7) Install new mobile shelving unit.
- 8) Install new ramps and handrails.

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Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Project Manager

Project Name: La Vida Nueva Apartments

Contact Name: Clay Simmons

Owner: Greenfield Construction LLC

Contact Phone No: 505-417-7364

DESIGN PROFESSIONAL

Cost: \$ 797,238.43

Name: Greenfield Construction LLC

Phone Number: 505-417-7364

Contact: Clay Simmons

Title: Project Manager

Gross Building Area (Sq Ft): 316 Units

New Addition Renovation

Gross Site Area (Sq Ft): 316 Units

Heavy Traffic Vehicle Pedestrian

- Scope of Work: 1) Removal of all cabinets and countertops, carpet/ flooring and appliances.
2) Removal of all entry doors, thresholds, jambs and damaged interior doors, toilet paper holders, and towel bars.
3) Remove & Replace per plan, ADA unit bathroom (16) walls & Reframe Drywall Tape bed & Texture.
4) Provide & Install prehung exterior entry doors, and (3) Interior prehung doors with hardware and casing, repair balcony sliding doors. Sheetrock repair
5) Repair damaged wall trim, and install bathroom towel bars and toilet paper holder and Clean up.

Describe site constraints, major excavation and traffic difficulties for this project.

Maintaining a safe and clean environment for facility occupants and project workers. Disruption to facility's normal activities, Small lay down area. Coordination of equipment and material deliveries. Safe pathways, and protective barricades.

Describe the management practices used to overcome the difficulties.

Prior to construction BCH Construction thoroughly reviewed the project scope in its entirety. Several pre-construction meetings with the client were held to establish how work could be performed safely and with the least disruption to the apartment community. Safe pathways and protective barricades were erected and relocated as safety dictated. Lay down area were established with clear entrance and egress paths secured. BCH made introductions to the employees who would be affected by the construction activity to ensure a line of communication was established. BCH safety manager conducted daily safety and progress meetings with the Superintendent who in turn met with the field crew to plan the day's activities. BCH PM met with the client weekly or daily as necessary to address all project issue relative to the safety and timely completion of a quality project. All of these methods proved work very well in overcoming the project difficulties especially those encountered due to working in an occupied facility.

Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Project Manager

Project Name: Sandia Vista Apartments

Contact Name: Clay Simmons

Owner: Greenfield Construction, LLC

Contact Phone No: 505-417-7364

DESIGN PROFESSIONAL

Cost: \$ 831,419.65

Name: Greenfield Construction, LLC

Phone Number: 505-417-7364

Contact: Clay Simmons

Title: Project Manager

Gross Building Area (Sq Ft): 138 units

New Addition Renovation

Gross Site Area (Sq Ft): _____

Heavy Traffic Vehicle Pedestrian

Scope of Work: Provide & Install prehung exterior entry doors, and (3) Interior prehung doors with hardware and casing. Repair damage wall trim 50lf per apartment. Install bathroom towel bars and toilet paper holder and Clean up. Remove and replace threshold at front doors before they are installed. Removal of all cabinets and countertops, carpet/ flooring and appliances. Removal of all entry doors, thresholds, jamba and damaged interior doors, toilet paper holders, and towel bars. Traffic Control (1 LS) Demo Concrete Stairs, Sidewalk and Ada Ramps (1 LS) Remove Stairs (1 EA) Remove Ada Ramps (90 SY) Remove Sidewalk (300 SY) Dispose Concrete (90 TON) Sidewalk - 4' Concrete (300 SY) Handi-Cap Ramps (90 SY) Concrete Channel (20 LF) Sidewalk Culvert (8 EA) Cut-Off Wall (60 LF) New Stairs (2 EA) Remove Regrade Replace Cobble (333 SY) New Cobble Swales (128 SY) Dispose Unclassified Materials (30 CY) Pavement Seal Coat (3535 SY) Rubberized Crack Seal (50 LBS) 2' X 24' X 4" Asphalt Speed Bump (2 EA) Striping and Signage (1 LS)

Describe site constraints, major excavation and traffic difficulties for this project.

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Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Project Manager

Project Name: Plaza David Chavez Apartment

Contact Name: Clay Simmons

Owner: Greenfield Construction, LLC

Contact Phone No: 505-417-7364

DESIGN PROFESSIONAL

Cost: \$584,542.98

Name: Greenfield Construction, LLC

Phone Number: _____

Contact: Clay Simmons

Title: _____

Gross Building Area (Sq Ft): 75 Units

New Addition Renovation

Gross Site Area (Sq Ft): 75 Units

Heavy Traffic Vehicle Pedestrian

Scope of Work:

Removal of all cabinets and countertops, carpet/ flooring and appliances. Removal of all entry doors, thresholds, jambs and damaged interior doors, toilet paper holders, and towel bars. Remove and replace threshold at front doors before they are installed. Provide & Install prehung exterior entry door/ back door, and (3) Interior prehung doors with hardware and casing. Install bathroom towel bars and toilet paper holder and Clean up. Repair damaged wall trim (bedrooms, and living room area) (Total of 8,712 LF of trim). Traffic Control (1 LS) Demo Sidewalk and Ada Ramps (996 SY) Demo Landscaping for sidewalk (193 SY) Handi-Cap Ramps - 4" Concrete (86 SY) Handrail for Ramps COA Median Curb & Gutter (263 LF) Sidewalk - 4" Concrete (996 SY) Side walk Culverts QTY 3 (3 EA) Pavement Seal Coat (6860 SY) RUBBERIZED CRACKSEALING (8400 LF) Striping and Sinage (1 LS) Remove & Replace Asphalt Patching If Needed (10 SY) 8' Concrete Parking Bumpers 6 EA

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Appendix B – Contractor’s Statement of Qualification

1. ORGANIZATION

Name: BCH Construction Inc.

Address:

2516 Southern Blvd SE Rio Rancho, NM 87124

Principal Office: Charlotte Harper

Corporation Partnership Sole Proprietorship Joint
Venture
 Other

a. How many years has your organization been in business as a contractor? 13 years
b. How many years has your organization been in business under its present business name?
13 years

c. Under what other or former names has your organization operated? _____

d. Department of Work Force Solutions Contracting Registration # 03047220140711
Effective Dates: 07/15/2021 to 07/15/2023

e. Submit FEIN and Dunn & Bradstreet report. 27-2898083

f. Describe any present or past litigation, bankruptcy or reorganization involving supplier. N/A

g. Felony Conviction Notice: Indicate if the supplier N/A
 is a publicly held corporation and this reporting requirement is not applicable;
 is not owned or operated by anyone who has been convicted of a felony; or
 is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

h. Describe any debarment or suspension actions taken against supplier
N/A

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:
BCH Construction Inc. Charlotte Harper

b. License Classification: General Construction License Code: GB98

c. License Number: 366413

d. Issue Date: 07/13/2010 Expiration Date: 07/31/2025

e. Is the firm's contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes [] No (attach explanation)

f. Does your firm hold all applicable business licenses required by state and local law?

▪ License Number: ZBL2014-0192 Jurisdiction: Bernalillo County

Name of License Holder, exactly as it appears on file with jurisdictional authorities.
BCH Construction Inc.

Issue Date: 11/6/2022 Expiration Date: 11/6/2023

▪ License Number: 21-11112373 Jurisdiction: Rio Rancho

Name of License Holder, exactly as it appears on file with jurisdictional authorities.
BCH Construction Inc.

Issue Date: 1/3/2022 Expiration Date: 12/31/2022

▪ License Number: L2123957936 Jurisdiction: New Mexico

Name of License Holder, exactly as it appears on file with jurisdictional authorities.
BCH Construction Inc.

Issue Date: _____ Expiration Date: 03/31/2022

g. Is your firm registered with the State of New Mexico's Purchasing Department with a Resident Preference Number? Yes [] No

Resident Preference Number: L2123957936 Issue Date: 03/28/2020

Name of number holder, exactly as it appears on file with State Purchasing.
BCH Construction Inc.

h. Is your firm free from formal debarment from public works, federal, state or local jurisdictions?

Yes [] No (attach explanation*)

3. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources.

(1) Total number of current employees:
Project Managers 1
Estimators 2

Superintendents	1
Foremen	1
Tradesmen	
Administration	2
Others	

(2) Does your firm have the immediate capacity to perform the work required for this project?

Yes

No

(3) What is the number and location of support centers, if applicable, and location of corporate offices?

1 Office in Rio Rancho

(4) What was your annual construction volume over the last three (3) fiscal years?

950,000.00

(5) What are your overall public sector sales, excluding Federal Government, for last three (3) years? N/A

(6) What is your strategy to increase market share in the public sector? N/A

(7) What differentiates your company from competitors in the public sector?

(8) Describe any green or environmental initiatives or policies.
N/A

(9) Provide any necessary detail as it relates to standard ordering methods and payment terms. N/A

(10) If Contractor requires additional agreements with Participating Public Agencies, provide a copy of the proposed agreement herein.
N/A

4. SURETY

a. Firm's current surety company: Granite Re, Inc

Will this surety be used for the construction contract for this project?

Yes

No (attach explanation*)

Contact Agent: Joe Menicucci Telephone: _____

Years utilizing this surety: 8 years Maximum capacity: 1,500,000

Aggregate Total of current surety in force: 200,000,000

- b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes

No (attach explanation*)

- c. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

Yes

No (attach explanation*)

- d. **Complete Attachment A Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.**

5. SAFETY

- a. Does your firm have a written safety program compliant with current state regulations?

Yes

No (attach explanation*)

(NOTE: Selected contractor will be required to provide a copy of their firm's written safety program at the time of contracting.)

- b. Provide the Recordable Incident Rate for the past calendar year: zero

- c. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

Yes

No (attach explanation*)

- d. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

6. INSURANCE & CLAIMS HISTORY

- a. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was party?

Yes

No (attach explanation*)

- b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity?

Yes

No (attach explanation*)

- c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents?

Yes

No (attach explanation*)

- d. **Complete Attachment B** by providing a letter from an insurance carrier stating that the firm is able to obtain insurance in the limits required in the RFP.

7. QUALITY ASSURANCE

- a. Does your firm have a written Quality Assurance Program?

Yes

No (attach explanation*)

- b. **Complete Attachment C** by providing a copy of the written Quality Assurance Program.

8. PROJECT SCHEDULING

- a. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met?

Yes

No

If yes, please explain

- Project 1 Name: _____

Reason for Delay: _____

- Project 2 Name: _____

Reason for Delay: _____

- Project 3 Name: _____

Reason for Delay: _____

- b. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years?

Yes

No

If yes, please list project(s)

- Project 1 Name: _____

- Project 2 Name: _____
- Project 3 Name: _____

9. LABOR CODE VIOLATIONS

- a. Has your firm, during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?
[] Yes [] No (attach explanation*)
- b. **Complete Attachment D** by providing requested affidavit of non-violation of labor codes.
- c. Is the firm free of all sub-contractor Fair Practices Act violations for the past five (5) years?
[] Yes [] No (attach explanation*)

10. VALUE STATEMENT

UNM places a strong emphasis on diversity, quality management and sustainable efforts and strives to utilize these practices in its everyday activities. **Complete Attachment E** by describing your firm's value system and note how you would demonstrate such practices on this project?

11. CONTRACTOR'S COMMENTS

- a. ***Complete Attachment F** if you have selected any answers in the qualification statement that require further explanation. Note the question number and proceed with the explanation. This attachment may also be used if necessary to further clarify any of the answers to the above qualification questions, by noting the question number and posting the clarification.
- b. **Complete Attachment G** if you would like to provide additional information about your firm and/or proposal.

The undersigned certifies that all of the qualification information submitted with this form is true and correct.

Signature of authorized representative Charlotte Harper

Printed or typed name Charlotte Harper

Title Owner

Date 11/15/2022

Company name BCH Construction Inc.

Address 2516 Southern Blvd SE

City/State/Zip Rio Rancho, NM 87124

Telephone 505-994-4563 Fax 505-359-2221

Email brian.bchconst@aol.com

ATTACHMENTS INCLUDED - 12

Please check all attachments included in the
proposal Notarized Declaration of
Surety

- B Proof of Insurance
- C Copy of Quality Assurance Program
- D Affidavit of Non-Violation of Labor Codes
- E Copy of Value Statement
- F Clarifications, and Explanations
- G Additional Information (Optional)

----- END OF PRIMARY CONTRACTOR'S QUALIFICATION STATEMENT -----

Attachment D

Affidavit of Non-Violation of Labor Codes

Supplemental to Subcontractor's Statement of Qualifications

Name of Firm: BCH Construction Inc.

Address: 2516 Southern Blvd SE Rio Rancho, NM 87124

Project: UNM Job Order Contracting (JOC)

Reference: UNM Job Order Contracting (JOC)

Request for Proposal No: RFP-2379-23

Affidavit of Non-violation of Labor Codes

To: The University of New Mexico

The undersigned officer of BCH Construction Inc. hereby states that BCH Construction Inc. has, during the past five years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.


Signature

11/16/2022
Date

Natasha Alfaro Guillen
Name

Office Manager
Title

NOTARY

State of New Mexico)

)

County of Sandoval)

Signed or attested before me on 11/17/2022 by Notasha Alfaro Guillen

 OFFICIAL SEAL
seal CHARLOTTE A HARPER
NOTARY PUBLIC - State of New Mexico
My Commission Expires 8/30/2024

Charlotte A. Harper
My Commission Expires: 8/30/2024

DOWNEY & COMPANY

CONTRACT BONDS AND INSURANCE

November 16, 2022

BCH Construction, Inc.
2516 Southern Blvd SE
Rio Rancho, NM 87124

RE: UNM Job order contracting RFP 2379-23

To Whom It May Concern:

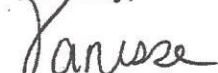
Our office provides bonds for BCH Construction, Inc. They enjoy an excellent reputation for quality workmanship and timely completion on their projects.

At the request of BCH Construction, Inc., we have an available bond line of \$500,000 single project with Granite Re, Inc., an A (Excellent) A.M. Best rated surety company. BCH Construction Inc. has not had any construction contracts taken over by Granite Re, Inc. or any other surety company. Granite Re, Inc. is licensed to do business in the state of New Mexico.

The execution of bonds would be based on favorable review of contract documents and underwriting requirements stipulated by the surety company at the time the bonds are requested. This letter is being provided as a reference only and is not intended to be a guarantee to issue specific bonds or similar type obligation for BCH Construction Inc., but as an indication of our experience and confidence in them.

Should you require additional information regarding BCH Construction Inc., please feel free to contact our office.

Sincerely,


Vanessa Villegas
Downey and Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

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 have ADDITIONAL INSURED provisions or 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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	CONTACT NAME: Vanessa Villegas PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: vvillegas@downeyandco.com	FAX (A/C, No): (505) 881-0908
	INSURER(S) AFFORDING COVERAGE	
INSURED BCH Construction, Inc. 2516 Southern Blvd. SE Rio Rancho NM 87124	INSURER A: Union Standard Insurance Group	
	INSURER B: Builders Trust of New Mexico	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 Multi **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA4784027	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 50,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CPA4784027	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA4784031	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6109	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Regents of The University of New Mexico, The University of New Mexico, its agents, servants and employees are held as Additional Insured

CERTIFICATE HOLDER University of New Mexico - Purchasing Department 700 Lomas Blvd NE #2600 MSC01 1740 Albuquerque NM 87131	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 
--	---

Quarterly Loss Run Report

Builders Trust of New Mexico

Insured: 6109 BCH CONSTRUCTION INC
2516 SOUTHERN BLVD SE Rio Rancho NM 87124

Claim Number	Claimant	Accident Date	Claim Status	Type	Recovery	Total Incurred	Total Paid	Indemnity Paid	Medical Paid	Other Paid	Total Reserves	Indemnity Reserves	Medical Reserves	Other Reserves	
Policy Year: 2016 Policy Number: WC-100-0006109-2016A Effective Date: 7/25/2016 Expiration Date: 1/1/2017															
BT08-0027061	LUCERO, SERAFIN	8/29/2016	Closed	Medical	0	367	367	0	367	0	0	0	0	0	
BT08-0027248	MONTANO, RICHARD	11/9/2016	Closed	Medical	0	2,342	2,342	0	2,342	0	0	0	0	0	
2016 Totals:															
Open Claims: 0															
Total Claims: 2															
Policy Year: 2017 Policy Number: WC-100-0006109-2017A Effective Date: 1/1/2017 Expiration Date: 1/1/2018															
BT08-0027753	LUCERO, FRANK	5/15/2017	Closed	Indemnity	0	518	518	0	518	0	0	0	0	0	
2017 Totals:															
Open Claims: 0															
Total Claims: 1															
Policy Year: 2020 Policy Number: WC100-0006109-2020A Effective Date: 1/1/2020 Expiration Date: 1/1/2021															
BT08-0030427	SANCHEZ, ARTHUR	1/21/2020	Closed	Medical	371	0	371	0	371	0	0	0	0	0	
2020 Totals:															
Open Claims: 0															
Total Claims: 1															
Insured															
Totals:															
					371	3,226	3,597	0	3,597	0	0	0	0	0	



BCH CONSTRUCTION INC
ATTENTION: BRIAN HARPER
2516 SOUTHERN BLVD SE
RIO RANCHO, NM 87124

Dear Brian Harper:

Please find your enclosed copy of the Quarterly Policy Claims Report. Builders Trust feels it is not only important but necessary to provide our Participants with any information that can help reduce accidents in the workplace as that may lower the costs associated with your Workers' Compensation expenses.

By reviewing the enclosed report, you might be able to identify a frequency or pattern of similar accidents and implement safety procedures that will assist in reducing or eliminating them entirely. Our Field Safety Service Consultants and Claims Adjusters are committed to reviewing your Policy Claims Report with you anytime to help with this process. Please keep in mind that we also have an extensive Safety Video Lending Library that is available to all Participants at no charge and have placed many valuable safety links including "Toolbox Topics" on our web site at www.builderstrust.com.

In the short term, reducing accidents will help maximize your Tier Level discounts. Additionally, in the long term, that same reduction has the benefit of lowering your Experience Modifier. When these two factors are combined, reduced premiums result in overall savings for your company.

Since we launched BT-PAL @ Builders Trust- Participant Agent Link, your internet portal to your account, over 77% of our Participants are already using it to complete their Monthly Payroll Reporting Forms. Users can also access all of their up-to-date claims information in tremendous detail 24 hours a day, 7 days a week!

Not only does BT-PAL better serve our Participants from an ease-of-use standpoint, it can reduce the variance of the final audit when it occurs by allowing you to take advantage of the most current and accurate volume discounts available. Other capabilities include viewing annual breakdowns of premium information, loss ratio, incurred losses and account balances. There is also the option to make payments, review your payment history and look at different policies and payroll periods.

Should you need a password, please contact the Builders Trust Service Center Department at 505-345-3477 or 800-640-3369 and we will be happy to assist you.

Thank you once again for being an integral part of our fund and we are proud to consistently show why "Contractors Belong Here!"

Remember: "Safety First" Should Be Everyone's Priority!

Sincerely,

Randy Akin, CEO

Safety Tip: Employers should take a strong role to ensure that mobile workers are using their cell phones safely and not putting their life or that of others at risk due to cell phone usage. Employers can create cell phone safety policies to outline situations and repercussions for those who fail to follow the policies.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: BCH CONSTRUCTION INC

Risk ID: 300259987

Rating Effective Date: 01/01/2023

Production Date: 07/29/2022

State: NEW MEXICO

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
*NM	.06	9,215	12,139	2,924	0	29,875	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		9,215	12,139	2,924	0	29,875	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 0	$C * (1 - A) + G$ 38,537	(A) * (F) 0	(J) 38,537	
Expected	(E) 2,924	$C * (1 - A) + G$ 38,537	(A) * (C) 553	(K) 42,014	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .92

NOTICE - THIS IS A PRELIMINARY MODIFICATION
 COMPLETE PAYROLL AND LOSS DATA HAVE BEEN APPLIED TO CURRENT RATING VALUES BUT A FINAL MODIFICATION CANNOT BE PROMULGATED UNTIL PENDING RATE FILING HAS BEEN APPROVED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: BCH CONSTRUCTION INC

Risk ID: 300259987

Rating Effective Date: 01/01/2023

Production Date: 07/29/2022

State: NEW MEXICO

30-NEW MEXICO

Firm ID: Firm Name: BCH CONSTRUCTION INC

Carrier: 31801 Policy No. WC10000061092019A Eff Date: 01/01/2019 Exp Date: 01/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	1.42	.24	3,568	51	12					
5437	2.44	.24	135,877	3,315	796					
5474	2.09	.23	14,098	295	68					
8810	.10	.36	87,516	88	32					
9037	RATE DEVIATION PRE			0	0					
Policy Total:			241,059	Subject Premium:	11,378	Total Act Inc Losses:			0	

30-NEW MEXICO

Firm ID: Firm Name: BCH CONSTRUCTION INC

Carrier: 31801 Policy No. WC10000061092020A Eff Date: 01/01/2020 Exp Date: 01/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	1.42	.24	3,400	48	12					
5221	1.93	.24	15,441	298	72					
5437	2.44	.24	119,462	2,915	700					
8810	.10	.36	6,996	7	3					
9037	RATE DEVIATION PRE			0	0					
Policy Total:			145,299	Subject Premium:	9,663	Total Act Inc Losses:			0	

30-NEW MEXICO

Firm ID: Firm Name: BCH CONSTRUCTION INC

Carrier: 31801 Policy No. WC10000061092021A Eff Date: 01/01/2021 Exp Date: 01/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	1.42	.24	2,040	29	7					
5221	1.93	.24	58,079	1,121	269					
5437	2.44	.24	157,335	3,839	921					
5474	2.09	.23	6,007	126	29					
8810	.10	.36	6,876	7	3					
9037	RATE DEVIATION PRE			0	0					
Policy Total:			230,337	Subject Premium:	15,428	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Marguerite Salazar
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

CHARLOTTE HARPER

This is to certify that:

PERMANENT CERTIFICATE #400691

Has complied with all the requirements of the law and is hereby certified as a qualified party under the classification of:

GB98

As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

12/12/19

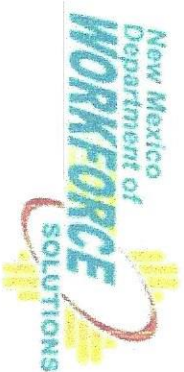
Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Certificate of Contractor Registration



This is to certify that

BCH Construction Inc

2516 SOUTHERN BLVD SE

RIO RANCHO, NM, 87124

has registered with the Department of Workforce Solutions

Registration Date: 7/15/2021

Registration Number: 03047220140711

This certificate does not show the current status of the company.

To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at

<https://www.dws.state.nm.us/pwaa>



Bernalillo County, New Mexico
Business Registration

License #: ZBL2014-0192

Effective Date: 11/6/2022

License Granted to: Brian Harper

Expiration Date: 11/6/2023

Business Name: BCH Construction Inc

Business Type: General Contractors

Located at: 2516 Southern Blvd, Rio Rancho, NM 87124

In Witness Whereof, I set my hand and affix the seal of the Board of County Commission, in Albuquerque,
NM this 10/13/2022.

JANETTE JAMORA
Business Registration Clerk

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE


Issued to: **BCH CONSTRUCTION, INC.**

DBA: **BCH CONSTRUCTION, INC.**
2516 SOUTHERN BLVD SE
RIO RANCHO, NM 87124-3737

Expires: **31-Mar-2023**

Certificate Number:

L2123957936



Stephanie Scharadin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



BCH CONSTRUCTION, INC.
2516 SOUTHERN BLVD SE
RIO RANCHO, NM 87124-3737

December 2, 2019
CRS: 03-191918-00-9
Letter ID: L1451274928

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 23-Jun-2010	IDENTIFICATION NUMBER 03-191918-00-9	Business Start Date 01-Jul-2010
Business Location 2117 PALENQUE DR SE	Business End Date	
City and State RIO RANCHO, NM	Zip Code 87124-8757	
Taxpayer Name BCH CONSTRUCTION, INC.	Taxpayer Type Corporation	
Firm Name BCH CONSTRUCTION, INC.	Filing Frequency Monthly	
Mailing Address 2516 SOUTHERN BLVD SE		
City and State RIO RANCHO, NM	Zip Code 87124-3737	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 23-Jun-2010	IDENTIFICATION NUMBER 03-191918-00-9	Business Start Date 01-Jul-2010
Business Location 2117 PALENQUE DR SE	Business End Date	
City and State RIO RANCHO, NM	Zip Code 87124-8757	
Taxpayer Name BCH CONSTRUCTION, INC.	Taxpayer Type Corporation	
Firm Name BCH CONSTRUCTION, INC.	Filing Frequency Monthly	
Mailing Address 2516 SOUTHERN BLVD SE		
City and State RIO RANCHO, NM	Zip Code 87124-3737	

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Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE



THE CITY OF VISION

City of Rio Rancho
Office of the City Clerk
3200 Civic Center Circle NE, Suite 150
Rio Rancho, NM 87144
(505) 891-5004



BCH CONSTRUCTION INC
2516 SOUTHERN BLVD SE

RIO RANCHO NM 87144

OFFICIAL BUSINESS REGISTRATION

Issued to:

BCH CONSTRUCTION INC

Located at:

2516 SOUTHERN BLVD SE
RIO RANCHO NM 87124

License #: 21-00012373

Date Issued: January 03, 2022

Expiration Date: December 31, 2022

Business Type: COMM-CONSTRUCTION OF BUILDINGS

POST IN A CONSPICUOUS LOCATION

ATTACHMENT A



REQUIREMENTS FOR COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS AND GORDIAN

The following documents are used in evaluating and administering cooperative contracts and are included for Supplier's review and response.

EXHIBIT A

RESPONSE FOR PIGGYBACK CONTRACT

1.0 Scope of Piggyback Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement between Supplier and OMNIA Partners or Gordian.

1.1 Requirement

The University of New Mexico (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting responses for Job Order Contracting Products and Services. The intent of this Solicitation is any contract between Principal Procurement Agency and Supplier resulting from this Solicitation ("Master Agreement") be made available to other public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA"), an example of which

is attached as Exhibit B, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. When Public Agencies register with OMNIA Partners, they are not obligated or committed to use contracts that may be awarded as a result of this Solicitation but may piggyback the contract(s) if they choose. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between Gordian and/or the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Gordian and/or the Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state they service, including but not limited to New Mexico.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this Solicitation. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this Solicitation acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement, OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national or regional basis.

OMNIA Partners has assigned a Director of Partner Development and will also assign the Supplier a Director of Partner Development who, in conjunction with Gordian, will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between Gordian, the Supplier, and OMNIA Partners. The Director of Partner Development will work with Gordian and the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect Gordian and the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$200M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this Solicitation made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a local,

regional, and/or national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners and Gordian. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement.

1.5 Objectives of Piggyback Program

This Solicitation is intended to achieve the following objectives regarding availability through OMNIA Partners' program:

- A. Provide a comprehensive competitively solicited and awarded piggyback agreement offering the Services and/or Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate cooperative account manager within the Solicitation response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies and further commits that if a Participating Public Agency is eligible for lower pricing through a different contract (to include a national, state, regional or local or cooperative contract held by the Supplier), the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners whether state or nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Gordian. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier should supply the following information, to the best of their ability, in order for the Principal Procurement Agency to determine Supplier's abilities to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of employees, and if applicable sales persons, sales persons) employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No

If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. While the intention is for products and services to be provided locally to agencies within the Principal Procurement Agency's region and/or state, include both any region or additional states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in providing the products/service to the end user.
- D. Provide the number, size and location of Supplier's offices or facilities.

3.3 Marketing and Sales

- A. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's employees (and if applicable sales force)with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, that could include, but is not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing

- iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's organization (and if applicable, sales force) is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program.
- I. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- L. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - v. Detail Supplier's strategies under these options when responding to a solicitation.

(The rest of this page is intentionally left blank)

EXHIBIT B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Charlotte Harper
Authorized Signature
Charlotte Harper
Name
owner, BCH Construction Inc.
Title and Agency Name
11/16/2022
Date

Signature
Sarah E. Vavra
Name
Sr. Vice President, Public Sector Contracting
Title

Date

EXHIBIT C
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Charlotte Harper
Signature

Charlotte Harper
Name

Owner
Title

11/19/2022
Date

EXHIBIT D
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing invitation to bid for purposes of complying with the procedural requirements of said statutes:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to

Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

- regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
 - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-KickbackAct.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors

and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

5. Contract Work Hours and SafetyStandards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs**

Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
 - "Clean Air Act
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - Federal Water Pollution Control Act
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indiantribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment andSuspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, BCH Construction Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Charlotte Harper

Signature of Contractor’s Authorized Official

Charlotte Harper / Owner

cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and

directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror’s Name:

BCH Construction Inc.

Address, City, State, and Zip Code:

2516 Southern Blvd SE Rio Rancho, NM 87124

Phone Number: 505-994-4563

Fax Number: 505-359-2221

Printed Name and Title of Authorized

Representative: Charlotte Harper / Owner

Email Address:

brian.bchconst@aol.com

Signature of Authorized Representative:

Charlotte Harper

Date: 11/16/2022

Attachment E
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases,

awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES CH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES CH _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CH _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CH _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CH _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES CH _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES CH _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES CH _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

BCH Construction Inc. Charlotte Harper

Address, City, State, and Zip Code:

2516 Southern Blvd SE Rio Rancho, NM 87124

Phone Number: 505-994-4563

Fax Number:

505-359-2221

Printed Name and Title of Authorized Representative:

Charlotte Harper / Owner

Email Address:

brian.bchconst@aol.com

Signature of Authorized Representative: Charlotte Harper

Date: 11/16/2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 29 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or

reported violations to the Federal awarding agency.

- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation,

each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of

the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any

Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R.

pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to

Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors

and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

5. Contract Work Hours and SafetyStandards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs**

Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
 - "Clean Air Act
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - Federal Water Pollution Control Act
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indiantribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, BCH Construction Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Charlotte Harper

Signature of Contractor’s Authorized Official

Charlotte Harper / Owner

Name and Title of Contractor's Authorized Official

11/16/2022

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.
To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or

cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and

directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror’s Name:

BCH Construction Inc.

Address, City, State, and Zip Code:

2516 Southern Blvd SE Rio Rancho, NM 87124

Phone Number: 505-994-4563

Fax Number: 505-359-2221

Printed Name and Title of Authorized

Representative: Charlotte Harper / Owner

Email Address:

brian.bchconst@aol.com

Signature of Authorized Representative:

Charlotte Harper

Date: 11/16/2022



ABOUT BCH

We are one of the fastest-growing construction firms in Northern New Mexico. Our primary focus is small and medium-sized new and remodel projects. Our fast growth is due to our outstanding customer service and sustainable, cost-effective solutions. We know how to provide the best product within budget and on time. Our hands-on personal touch allows us to get to know our clients and foresee their needs and goals. We bring a unique subcontractor relationship factor into our projects that will enable owners to tailor their budgets and outcomes to a successful project. Our commitment to success is proven during every phase of the work.

We've also built a reputation for solving complex construction challenges with creativity, as shown by our list of clients. We can minimize the risk of a remodeling effort by fully exploring all the components of a building. Nothing is left to chance, so the client is fully aware of the conditions of an effort before construction begins.

By accepting only those construction projects for which we are the best-suited contractor, we assure our clients that their projects receive individual care from start to finish.

We are a team of estimators, project managers, superintendents, job foremen, and a full complement of skilled craftsmen. All team members are cross-trained to complete each phase of construction efficiently and quickly. Our operations are reviewed and focused on individual projects, ensuring that the project will maximize resources and sustainable solutions.

We commit all needed human and equipment resources to successfully complete our construction projects, regardless of size or location.

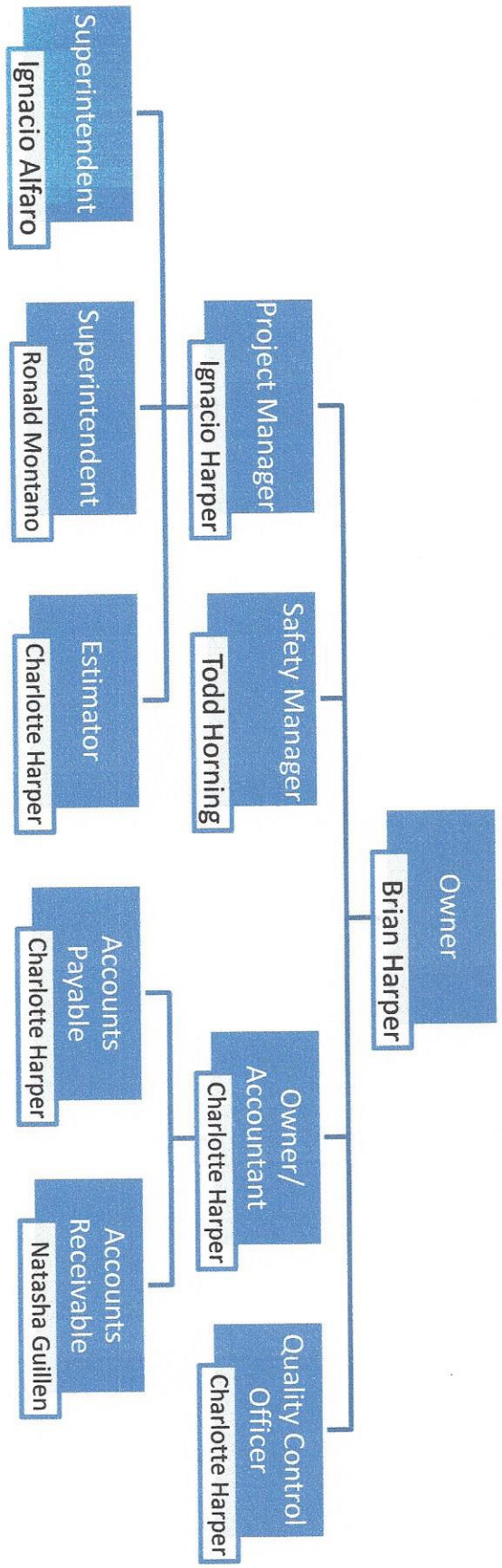
Our highest priority is to provide a safe work environment for our employees and subcontractors.

- Our safety program, written with the help of a major insurance company, has won approval by the University of New Mexico and the **BSNF Train people**.
- Our employees are provided with **complete safety training, including nuclear waste safety, roof safety, and secured area clearance**.
- All employees are trained in adult first aid and CP and renew their certification yearly.
- Our superintendents hold weekly safety issue meetings, addressing specific issues of each project.

We are committed fully to providing and investigating sustainable products and methods. Modern facilities must operate efficiently and with as little a carbon footprint as possible. We will always present the client with recommendations and solutions to reuse, recycle, and buy locally.

Our staff prides themselves on employing diverse and highly qualified individuals. We incorporate these principles in everyday events and have zero tolerance for workplace discrimination or hostile work environments. Clients are welcome to discuss any aspect of their project with our friendly workers. You will get the correct answer or be directed to the people who can help. Our motto is **RESULT, S NOT EXCUSES**. Please review our Statement of Values (Attachment A) and note that we incorporate our values daily on every project.

Project Management Diagram



Our owners are responsible for the entire operation and are always available to clients and customers. Subcontractors provide an organizational chart for all projects and will be accountable to our Project Managers throughout the project. Field control starts at the Superintendent level and directly controls all vendor/subcontractor Superintendents.

OUR SERVICES

- TI Renovation
- Concrete/Asphalt
- Mechanical/Plumbing
- Electrical
- Flooring
-

OUR CLIENTS

- UNM
- T-Mobile
- Greenfield Construction
- BNSF Railyard
- Bernalillo County
- RRPS
- Movie Studios

SOME OF OUR PROJECTS

- UNM Ceria Dry Labs
- UNM Ceria Wet Labs
- UNM 933 Bradbury
- UNM Center High Tech Bldg 338
- BNSF Belen MOW
- BNSF Belen Yard Office Renovation
- Rio Rancho Fire-Rescue Admin Bldg
- RR Fire & Rescue Admin Bldg Phase II
- UNM Santa Clara Kitchen Renovation
- UNM Alvarado/Santa Clara Window Replacement
- UNM Coronado Hall Dormitory
- UNM Zimmerman Library #53
- La Vida Nueva Apartments
- Sandia Vista Apartments
- Plaza David Chavez Apartments

OUR PROCESS

- Our process starts with the identification of the needs and wants of our clients. From this we develop the Scope of Work (SOW).
- The SOW is then converted into a Work Breakdown Structure (WBS).
- This WBS allows us to identify t necessary to create a detailed Construction Schedule clearly.
- The WBS also allows us to develop the Schedule of Values that are used for all progress. This document allows the client to understand and control the billing process fully.

Our unique and specialized Close out Procedure assists the owner, subcontractor, and code compliance inspectors with the ability to properly manage critical import completion. Our warranty work takes effect and is carefully tracked. We will provide all necessary documentation for vendor and equipment warranties, plus we offer a full one-year inspection to ensure the life cycle and sustainability compliance.

VALUE STATEMENT

BCH Construction Inc. believes that continuously striving to excel at the following core values will lead to long-term profitability, growth, and enhanced ability to serve our clients.

- *Act with Honesty and Integrity* - All employees are expected to take personal responsibility for their standard of behavior and the decisions they make every day. Honesty and Integrity must always be at the core of those decisions. These attributes are held in the highest regard at BCH and will always guide us to “Do the Right Thing.”
- *Constantly Focus on Safety and Quality* - Safety is paramount to our Company. The expectation is to ensure a safe work environment for our employees, clients, and partners. We believe that a focus on Safety contributes to overall Quality. All BCH employees work toward producing the highest quality work, both in the field and within our offices.
- *Provide Professional and Technical Excellence* - Providing Professional and Technical Excellence to our clients is at the root of what we do. Continually improving our employees’ skills allows us to deliver on this core value. By constantly providing professional and technical excellence and continually improving our abilities, we create opportunities for our employees to grow and advance within our Company.
- *Promote a Cooperative Team Environment* - BCH’s goal is to collaborate with all team members associated with our projects, including clients, partners, subcontractors, sub-consultants, vendors, regulatory authorities, and employees throughout all levels of our Company. Working in such an environment allows the Company to make informed and efficient resolutions to even the most complex issues.
- *Respect for our Employees, Clients, Partners, Vendors, and Subcontractors* - Treating others with respect allows us to demonstrate the professionalism that is expected by co-workers and clients. Respect helps to facilitate and encourage a cooperative team environment and collaboration that is necessary to provide excellent service to our clients.
- *Cultivate Long-Term Relationships with our Clients* - We believe every project is an opportunity to develop long-term relationships with our clients. By constantly delivering what we sell and adhering to our core values, we forge long-term relationships that provide ongoing work throughout time.

Mission Statement

- *Our mission is:* To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas, including timeliness, attention to detail, and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty, and fairness in our relationships with our suppliers, subcontractors, professional associates, and customers.

Mission Statement

- *Our mission is:* To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.
- BCH mission/value statement will upheld and incorporated into the whole project process from beginning to end.



500 Laser Road NE
Rio Rancho, NM 87124
P. 505.896.0667
F. 505.896.0662

To whom this may concern,

My name is Patrick Dyer and I am the Director of Maintenance here at Rio Rancho Public School District. I have had the opportunity of working with BCH Construction for the past four years. During this time BCH have performed several small and large projects as well as repairs within our district. In addition, they have also assisted our district with the installation paved walking paths, way finding signage, window installations, and shade structures. I have found this company to be extremely professional and able to handle any job no matter the size. Their service technicians are knowledgeable and do a tremendous job of making sure that the job is done correctly the first time. I have also, at the opportunity to visit and work directly with owner of the company Brian Harper who is extremely knowledgeable and an outstanding professional. I would recommend BCH Construction at any time no matter the size of the project. This company performs good work with great integrity.

If you should have further questions, please feel free to contact me at any time.

Respectfully,

Patrick Dyer

Maintenance Director

Rio Rancho Public School District



The University of New Mexico

Physical Plant Department – Engineering & Energy Services Division
1 University of New Mexico MSC07 4200
Albuquerque, New Mexico 87131-0001
Telephone: 505-249-7907 Fax: 505-277-2385 E-mail: manzutto@unm.edu

Date: June 2015

To: Whom it May Concern

Subject: BCH Construction Inc.

To Whom It May Concern:

BCH was engaged by the University of New Mexico to perform a remodel/reconfiguration project in one of our most important laboratory buildings, Ceria. The *Ceria Dry Lab Project* included an expansion of the lab space and the reconfiguration of existing labs. This was difficult project due to the variety of unknown conditions and the need to bring forward modern codes issues. BCH accomplished this project without additional costs or time. The building occupants worked closely with the crews and the schedules and offered no complaints about the quality of the workmanship.

Overall we found BCH to be a highly professional operation with quality tradesmen and a genuine goal of customer satisfaction. They accommodated our every need, were quick to offer suggestions and kept the project moving at all times.

The project was well staffed and available for any daily problems this type of project suffers. They were well equipped for the rare occurrence to shift direction due to lab requirements. One challenge was the upgrading of fire alarms and code issues. They were knowledgeable and responsive to our concerns and made sure safety was maintained at all times.

I would recommend them again for this type of project and specifically I would recommend Brian Harper, Project Superintendent, who played a major role in the project success.

Sincerely,

Mark

Mark Manzutto
University Facilities Engineer
University of New Mexico
Physical Plant Department
Engineering and Energy Services

June 15, 2015

To Whom It May Concern:

BCH was hired to do a remodel/reconfiguration job of which I had the pleasure of coordinating. The project included expansion of our Staff Lounge as well as reconfiguration of a large office.

The expansion of the Staff Lounge was a bit tricky as employees were still utilizing the kitchen. BCH kept employee disruption and dust to a bare minimum. The work began and ended on schedule, just as planned.

In addition, the job superintendent and all other employees were pleasant and hard-working and excellent communicators.

Both Brian and Charlotte Harper are expedient, organized and effective communicators and were a pleasure to work with.

Sincerely,

Glenda J Swinney
UNM Medical Group
Sr. Administrative Assistant

/gjs



The University of New Mexico

Physical Plant Department – Engineering & Energy Services Division
1 University of New Mexico MSC07 4200
Albuquerque, New Mexico 87131-0001
Telephone: 505-249-7907 Fax: 505-277-2385 E-mail: manzutto@unm.edu

Date: June 2015

To: Whom it May Concern

Subject: BCH Construction Inc.

To Whom It May Concern:

BCH was engaged by the University of New Mexico to perform a remodel/reconfiguration project in one of our most important laboratory buildings, Ceria. The *Ceria Wet Lab Project* included an expansion of the lab space and the reconfiguration of existing labs. This was difficult project due to the variety of unknown conditions and the need to bring forward modern codes issues. BCH accomplished this project without additional costs or time. The building occupants worked closely with the crews and the schedules and offered no complaints about the quality of the workmanship.

Overall we found BCH to be a highly professional operation with quality tradesmen and a genuine goal of customer satisfaction. They accommodated our every need, were quick to offer suggestions and kept the project moving at all times.

The project was well staffed and available for any daily problems this type of project suffers. They were well equipped for the rare occurrence to shift direction due to lab requirements. One challenge was the upgrading of fire alarms and code issues. They were knowledgeable and responsive to our concerns and made sure safety was maintained at all times.

I would recommend them again for this type of project and specifically I would recommend Brian Harper, Project Superintendent, who played a major role in the project success.

Sincerely,

Mark

Mark Manzutto
University Facilities Engineer
University of New Mexico
Physical Plant Department
Engineering and Energy Services

SUBMITTAL LETTER FORM

Identity of Submitting Business (including d/b/a):

BCH Construction Inc.

Mailing Address:

2516 Southern Blvd SE Rio Rancho, NM 87124

Who can contractually obligate:

Name/Title: Charlotte Harper / Owner

E-Mail: brian.bchconst@aol.com

Phone: 505-228-1887

Contact for Inquiries/Clarifications/Negotiations:

Inquiries/Clarifications Name/Title: Charlotte Harper / Owner	E-Mail: brian.bchconst@aol.com	Phone: 505-994-4563
Contact for Negotiations Name/Title: Charlotte Harper / Owner	E-Mail: brian.bchconst@aol.com	Phone: 505-994-4563

Department of Labor Number: 03047220140711

New Mexico Contractor's License No. 366413

Education

Gateway Community College
Construction Management Certificate
Phoenix, Arizona

Associated Builder & Contractor Inc.
Sheet Metal 4 Yr. Apprentice Program
Albuquerque, New Mexico

Certifications

American Welding Society CWI
New Mexico Journeymen Sheet Metal License
ASNT VT Level II
George Fisher Level 2 and Weld Inspection
Asahi Welder and Weld Inspection
Weld-On CPVC Bonding
OSHA 10
OSHA 30
Red Cross-CPR
High Purity Piping Weld Inspection Utilizing a Borescope
E&S Technologies- Certified on Nippon Pillar Sleeve Insertion Tools
E&S Technologies- Certified on TruFlare Tube Flaring System

Representative Pharmaceutical Projects Include:

- Regeneron- Albany, NY
- P&G- Mason, OH
- Sanofi- Swiftwater, PA
- Novo Nordisk- Durham, NC
- Novozymes- Framingham, MA
- Merck- Elkton, VA
- Merck- Durham, NC
- Phlow- Petersburg, VA
-

Representative Semi-Conductor Projects Include:

- Globalfoundries- Malta, NY
- Intel- Rio Rancho, NM
- Micron- Manassas, VA
- Suny- Albany, NY
- Cree- Utica, NY

Todd Horning**EASTERN REGION QA/QC SUPERVISOR AND SAFETY****Summary**

Todd Horning has over 31 years of experience as a well-qualified construction professional in the Microelectronics/Semi-Conductor and, most recently, Bio-Pharmaceutical industry. Todd has the ability to deliver high-quality work and excellent customer relations. He has construction manager experience that has given him excellent organization and problem-solving skills.

TOTAL FACILITY SOLUTIONS

Projects: Globalfoundries, Sanofi, Regeneron, Novozymes, Suny, Novo, P&G, Merck

QA/QC Eastern Region Supervisor supervises inspectors on projects assigned to the eastern region and assists with inspections of installation of all UHP and non-UHP gas, water, chemical, and waste systems, witness pressure tests, and perform weld inspection, and documentation. Qualified all UHP gas lines and UPW systems. Inspect all materials used on the project. Provides clients with test reports and turnover packages. Todd also audits construction activities to ensure that employees follow all TFS procedures, along with project site specifications and federal, state, or local codes referenced.

FST – INTERNATIONAL RAM ASSOCIATES

Projects: Intel, Globalfoundries, Suny

Mechanical QA/QC Clean Room & Semiconductor Construction Tool Install, Base Build & PSSS construction experience. True time QA/QC during the time of Construction, constant & consistent documentation during assigned projects to include Mechanical Exhaust, Drains, and Process Piping high vacuum. Coordination with trades prior to construction to minimize RFI change orders & production loss. Strong background with Intel and GLOBALFOUNDRIES Mechanical and Process Piping specifications. Monitored contractor's progress & assured material installed per Site spec & manufacturer recommendations. Validate BoQ's & change orders.*

BRYCON CORPORATION

Projects: Intel, White Sands Missile Range, Various Projects

Mechanical Foreman - Clean Room & Semi-Conductor Construction Tool Install, Base Build & PSSS construction experience. Supervised employees, including assigning and monitoring daily tasks. Coordinate and schedule inspections. Ensure compliance with OSHA and company safety policies. Managed costs, including material orders and managing schedules to meet deal lines.*

GARDNER ZEMKE

**Projects: Sun Port Renovation (Alb., NM Airport),
NM Heart Hospital, VA Hospital Temple TX,
Los Alamos National Labs (SSC, NISC, and Supporting Labs),
Sandia National AFB, White Sands Missile Range,**

Mechanical Field Supervisor - Supervised 40+ employees, including assigning and monitoring daily tasks. Coordinated and scheduled inspections. Manage commercial and industrial projects. Consulted with the superintendent daily about the current project. Identified areas of concern affecting cost, production, and project schedule. Coordinated schedules with other trades. Clean room construction. QA/QC projects per spec. Verified and validated change orders. *

KLINGER CONSTRUCTORS, INC.

Projects: Intel, Texas Instruments, Various Projects

Mechanical Foreman - Clean Room & Semiconductor Construction Tool Install, Base Build & PSSS construction experience. Supervised 20+ employees, including evaluating production. Monitored employees to ensure compliance with OSHA and company safety standards. Coordinated all sub-contractors to meet deadlines. Estimated project costs and change orders. Conducted materials inventory to ensure minimal loss prevention.

* Project experience prior to joining Total Facility Solutions, Inc.

CLICKSAFETYTM

TRAINING. COMPLIANCE. YOUR FUTURE.

certifies that

Todd Horning

has successfully completed

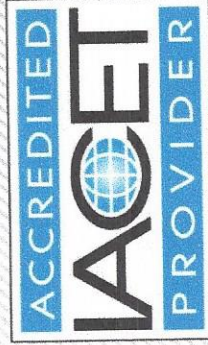
OSHA 30-Hour Construction MOOD622

and has earned 3.00 IACET CEUs
and 30.00 Contact Hours.

This course was developed and presented by

ClickSafety.com, Inc.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class.



I confirm that I personally took the course listed above.



1220146656

Serial Number

01/01/2022

Completion Date

30.00 Hours

Course Duration

Peter Rice

Trainer

Student Signature

- ✚ **Objective: To obtain a management position with a well-established Construction Company where I can utilize my 12 years of construction leadership and experience to its fullest.**

Work History:

BCH CONSTRUCTION INC. May 2010 – To Present

Owner and Manager

Various Locations in New Mexico

- Responsible for all activities associated with managing a General Contracting business
- Experienced with commercial, industrial, educational, institutional, and multi-family residential construction
- Managed and scheduled over 10 crews for the installation of metal stud framing, gypsum wallboard, tape, and texture
- Provided all administrative functions including hiring, payment applications, purchasing, estimating, and payroll
- Successfully completed projects for Intel, State of New Mexico, BNSF, and various private commercial clients
- Independently estimates job costs for multi-trade projects; reviews work orders for compliance and billing purposes; purchases or orders supplies and materials.
-

Pentagon Technologies March 2000 – May 2010

Certification & Protocol Planning

UNM; Albuquerque, NM

- Organizes workload to ensure deadlines are met; schedules work assignments in order of priority and date received.
- Ensures that employees are appropriately trained on equipment, methods, procedures, and techniques.
- Surveys assigned work area to determine maintenance or construction needs; inspects work in progress for compliance with plans and regulations; compiles daily activity reports on work done.
- Coordinates work assignments with customers, and outside contractors to ensure timely completion of required repairs/or construction, and to maintain cleanroom cleanness.
- Ensures proper care in the use and maintenance of equipment and supplies; promotes continuous improvement of workplace safety and environmental practices.
- Performs miscellaneous job-related duties as assigned.
- Certified Mini-environments for customer per spec.

IGNACIO ALFARO

(505) 220 -5945

Ignacio1016@me.com

EXPERIENCE

DATES FROM – FEB 2009-TO PRESENT

CARPENTER/PROJECT MANAGER BCH CONSTUCTION INC.

General Construction and Carpentry

Manage a crew of 2 to 6 workers. Walked projects. Assisted with getting jobs completed on time, and within budget. Estimated project. Remodel experience with steel studs and sheet rocking.

TO COMPLEAT ALL WORK TASKS IN A PROPER AND UNIFORMED MANNER

COMPLETE ALL CONSTRUCTION REPAIRS AND PLANNED MAITENANCE

SKILLS

- Skilled in researching material to keep project cost in budget
- Coordinated and planned with project owners and subcontractors on a daily basis
- Provided interior design services to include assisting with personal selections of flooring, countertops, paint and other commercial options
- Bid both residential and commercial work
- Proven ability to lead all project phases including conceptualization, purchasing and color selections
- Personally performed 50% of demo labor, 50% of framing metal and wood studs, excavation and concrete work, minor pluming and electrical, drywall, caulking and painting, acoustic ceiling install and repair, finish carpentry, cabinetry, and flooring installation

RONALD MONTANO

505 · 389-0688

Ronm4530@gmail.com

EXPERIENCE

DATES FROM – APR 2014-TO PRESENT

PLUMBER\CARPENTER BCH CONSTRUCTION

General plumbing and carpentry

Helped manage crews of 2 to 6. Helped on walking jobs. Help on getting jobs completed on time.

Remodel experience with steel studs and sheet rocking.

DATES FROM – MAR 2013-APR 2014

Plumber apprentice, Hauserman Mechanical

TO COMPLETE ALL WORK TASKS IN A PROPER AND UNIFORMED MANNER

COMPLETE ALL PLUMBING REPAIRS AND PLANNED MAINTENANCE

DATES FROM-JAN 2008-FEB 2012

SERVICE PLUMBER, MR ROOTER PLUMBING

Complete all service calls

PROVIDED MAINTENANCE ON SEPTIC TANKS AND SEWER LINES

SKILLS

- Carpentry skills, with metal framing rocking. Concrete and all other basic carpentry
- Plumbing skills, soldering working with copper pipe PVC pipe water heaters and all basic fixtures
- Personally performed 50% of demo labor 50 % or framing metal and wood studs, 100% plumbing and minor electrical, drywall, painting, finish carpentry and flooring

Business Information Report On Demand

BCH CONSTRUCTION, INC.

D-U-N-S: 05-992-4465
 ADDRESS: 2516 Southern Blvd Se, Rio Rancho, NM, 87124, United States
 Date: 11/04/2022

RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 7,500	79 LOW RISK	7 HIGH RISK	68 MODERATE RISK	8 HIGH RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

US\$ 7,500

The recommended limit is based on a moderate-high probability of severe delinquency.

Maximum Credit Recommendation

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **SIGNIFICANT STABILITY AND PAYMENT BEHAVIOR CONCERNS**
- Based on the predicted risk of business discontinuation: **HIGHER THAN AVERAGE RISK OF DISCONTINUED OPERATIONS OR BUSINESS INACTIVITY**
- Based on the predicted risk of severely delinquent payments: **VERY HIGH POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

PAYDEX® SUMMARY

3 Months

79

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

79

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last **24 months**.

79

Low Risk (100)

Based on a D&B PAYDEX® of

Risk of Slow Pay

LOW

Payment Behavior

2 Days Beyond Terms

High Risk (1)

Business and Industry Trends

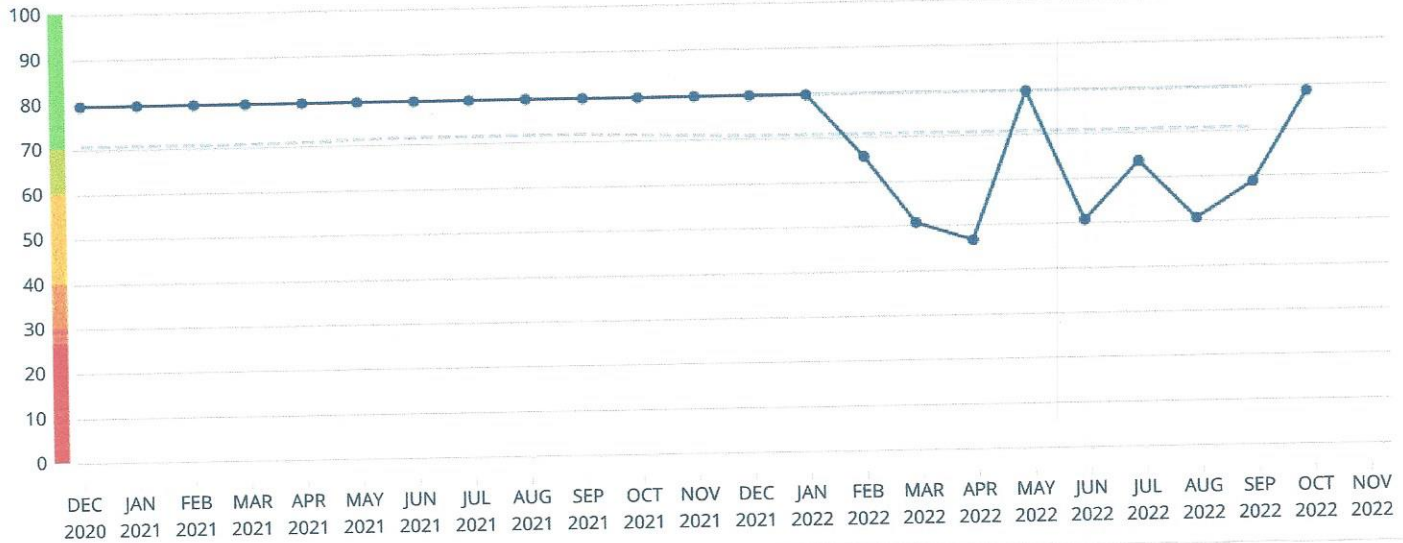
1521 - Single-family house construction

Industry Median

Industry Upper

Industry Low

BCH CONSTRUCTION, INC



DELINQUENCY PREDICTOR SCORE

Low Risk (100)

Based on a D&B Delinquency Predictor Percentile of &

7

High Risk (1)

- Increase in proportion of delinquent payments in recent payment experiences
- Recent high balance past due
- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Evidence of recent payment experiences paid later than 30 days

Level of Risk

HIGH

Raw Score

368

Probability of Delinquency

32.12%

Compared to Businesses in D&B

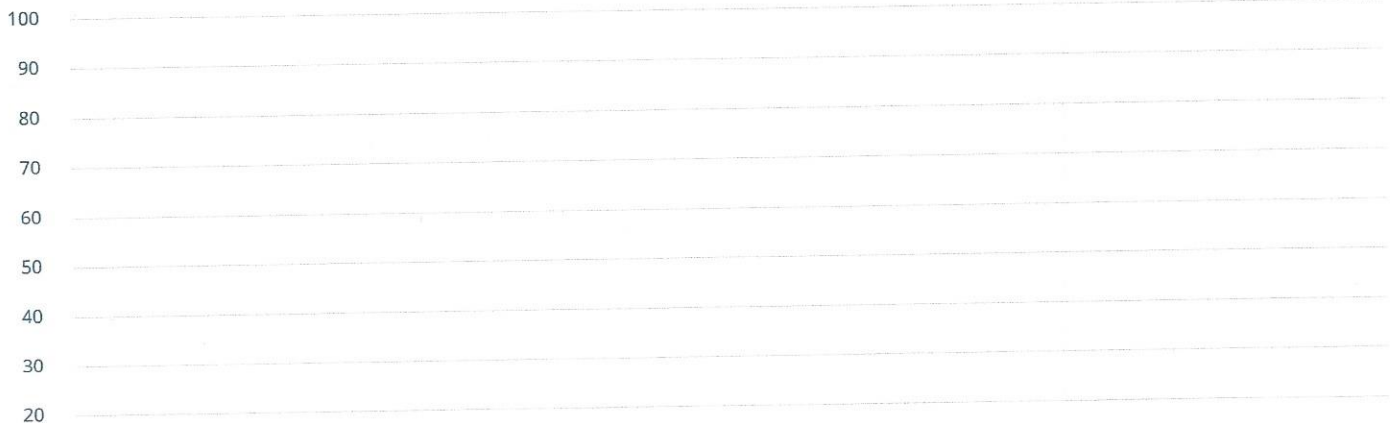
10.2%

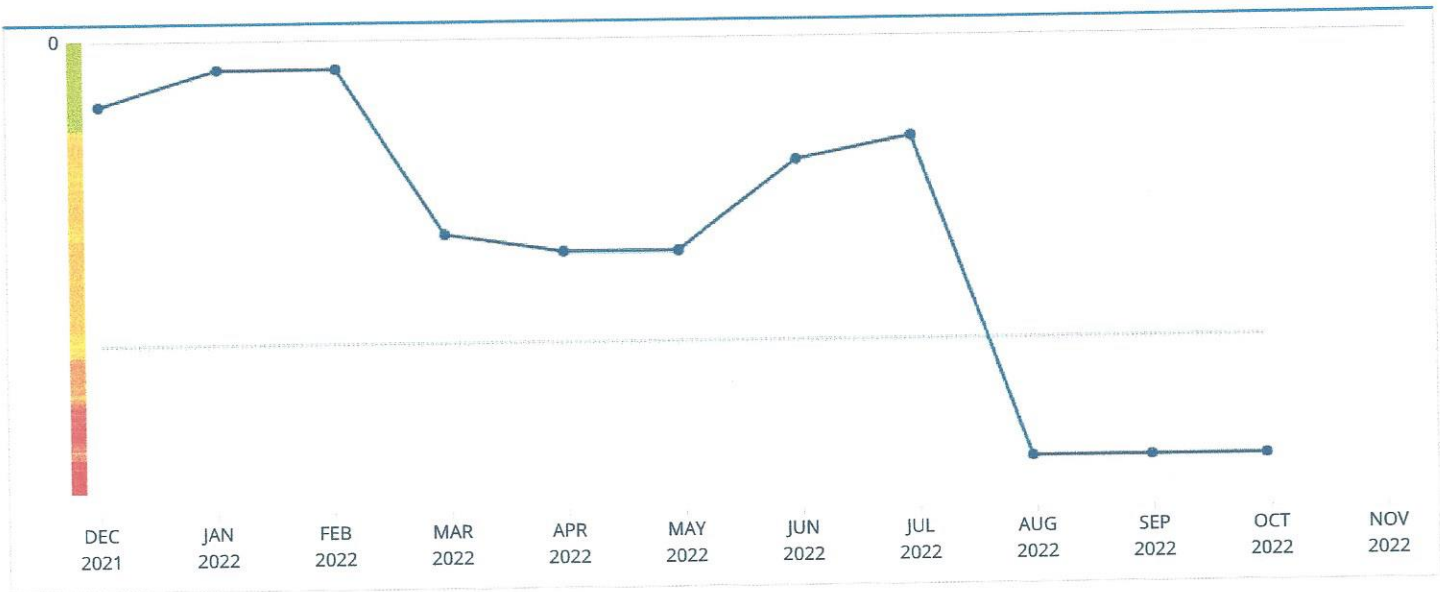
Business and Industry Trends

1521 - Single-family house construction

Industry Median

BCH CONSTRUCTION, INC





FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported

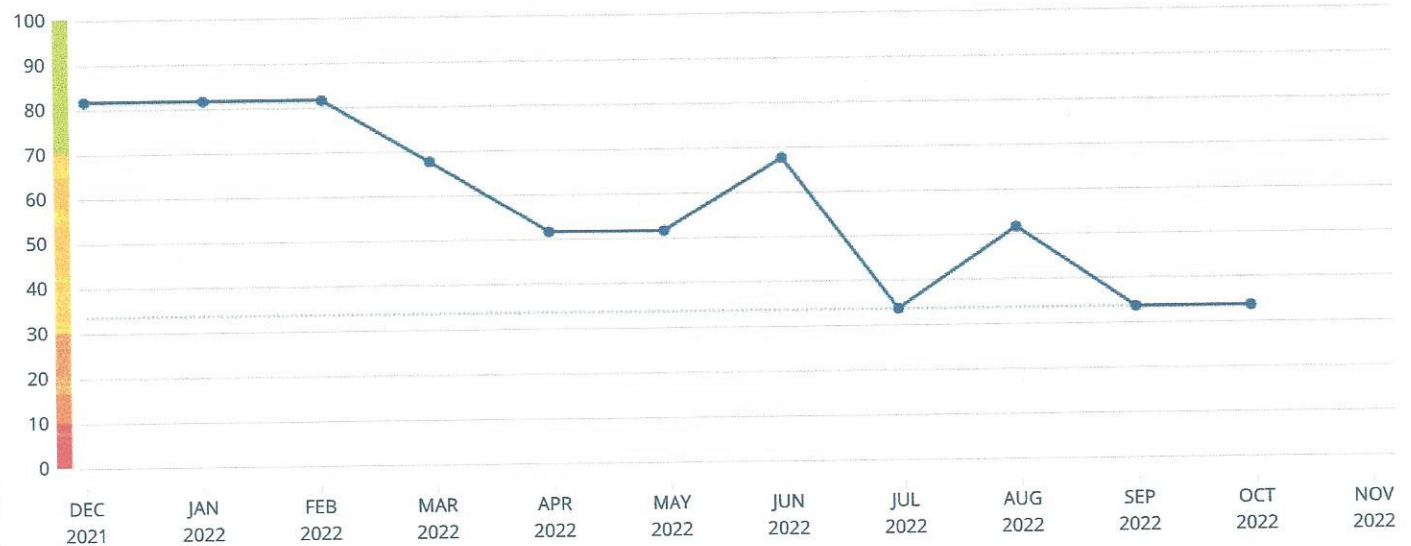
Based on a D&B Financial Stress Percentile of **C**

Level of Risk MODERATE	Raw Score 1508	Probability of Failure 0.14%	Compared to Businesses in D&B 0.48%
----------------------------------	--------------------------	--	---

Business and Industry Trends

1521 - Single-family house construction

Industry Median BCH CONSTRUCTION, INC



SUPPLIER EVALUATION RISK RATING



Based on a Supplier Evaluation Risk Rating of **B**

Proportion of slow payment experiences to total number of payment experiences reported

Unstable Paydex over last 12 months

Limited business activity signals reported in the past 12 months

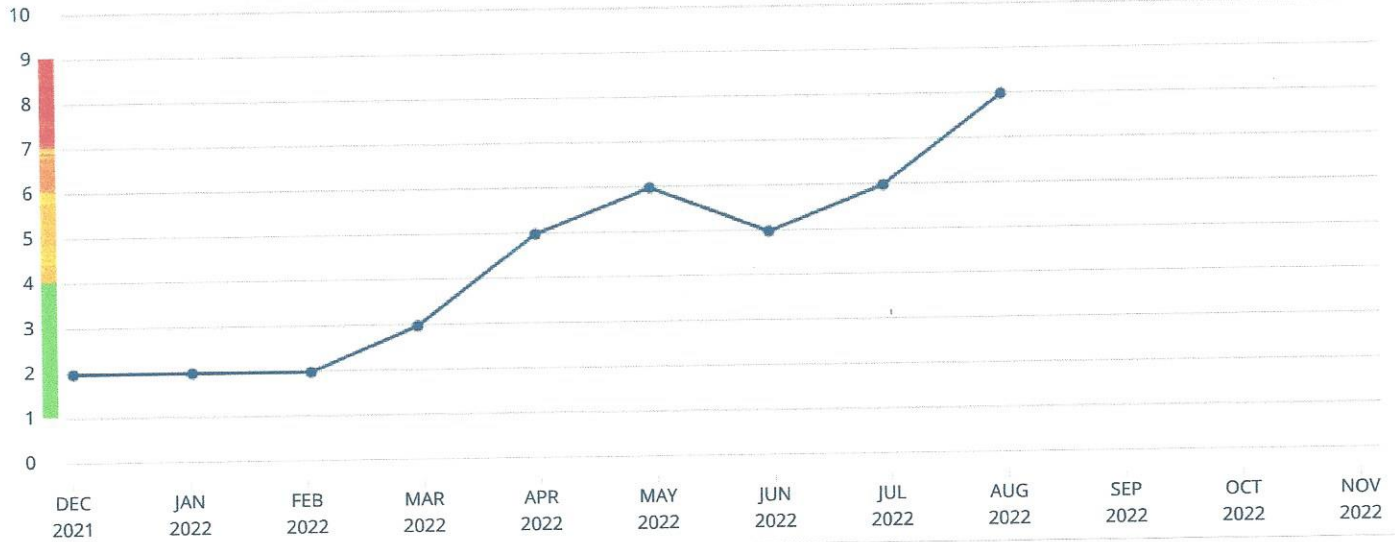
Proportion of past due balances to total amount owing

Business belongs to an industry with above average risk of ceasing operations or becoming inactive

Business and Industry Trends

1521 - Single-family house construction

Supplier Evaluation Score



D&B RATING

Current Rating

Special Rating

DS: Undetermined

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior 2 Days Beyond Terms Highest Now Owing: US\$ 70,000	% of Trade Within Terms 81% Total Trade Experiences: 10 Largest High Credit: US\$ 80,000 Average High Credit: US\$ 19,537	Highest Past Due US\$ 0 Total Unfavorable Comments: 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0
--	---	---

TRADE PAYMENTS BY CREDIT EXTENDED

\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	\$0
50,000 - 100,000	100%	2	\$150,000
15,000 - 49,999	0%	0	\$0
5,000 - 14,999	0%	0	\$0
1,000 - 4,999	50%	2	\$5,000
UNDER 1,000	98%	4	\$1,300

TRADE PAYMENTS BY INDUSTRY

[Collapse All](#) | [Expand All](#)

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼60 - Depository Institutions	4	80,000	
6022 - State Commercial Bank	3	80,000	100
6021 - Natnl Commercial Bank	1	50	50
▼51 - Wholesale Trade - Nondurable Goods	1	2,500	
5113 - Whol Service Paper	1	2,500	50
▼73 - Business Services	2	2,500	

7389 - Misc Business Service	1	2,500	50
7363 - Help Supply Service	1	500	100
48 - Communications	1	250	
4812 - Radiotelephone Commun	1	250	100

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
09/2022	Prompt	-	80,000	70,000	0	-
09/2022	Prompt	-	70,000	60,000	0	-
09/2022	Prompt	-	250	50	0	1 Month
09/2022	Prompt to Slow	-	2,500	100	0	1 Month
09/2022	Prompt to Slow	-	50	0	0	1 Month
09/2022	Prompt to Slow	-	2,500	0	0	Between 6 and 12 Months
08/2022	Prompt	Regular terms	500	0	0	Between 6 and 12 Months
01/2022	-	Cash Account	50	-	-	1 Month
11/2021	-	Cash Account	50	-	-	Between 6 and 12 Months
09/2021	Prompt	-	500	500	0	1 Month

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	2
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	04/26/2019

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

UCC Filing - Continuation

Filing Date	2019-04-26
Filing Number	20199743949F
Received Date	2019-05-06
Original Filing Date	2014-10-23
Original Filing Number	20140023011E
Secured Party	BOKF, NA DBA BANK OF ALBUQUERQUE, TULSO, OK
Debtors	BCH CONSTRUCTION, INC.
Filing Office	SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

UCC Filing - Original

Filing Date	2014-10-23
Filing Number	20140023011E
Received Date	2014-11-12
Collateral	All Inventory - All Account(s) - All General intangibles(s) - All Equipment - All Chattel paper
Secured Party	BOKF NA DBA BANK OF ALBUQUERQUE TULSO OK

Debtors

BCH CONSTRUCTION, INC.

Filing Office

SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

COMPANY EVENTS

The following information was reported on: 09-17-2022

The New Mexico Secretary of State's business registration file showed that BCH Construction, Inc. was registered as a corporation on June 22, 2010, under the file registration number 4318200.

Business started 2010. 100% of capital stock is owned by Brian Harper.

BRIAN HARPER. Work History Unknown.

Business address has changed from 1060 10th Ave Ne, Rio Rancho, NM, 87144 to 2516 Southern Blvd Se, Rio Rancho, NM, 87124.

SPECIAL EVENTS

12-21-2020

BCH CONSTRUCTION INC was reported by the SBA as a recipient of a loan for \$47,806 from Accion on 04/27/2020 under the Paycheck Protection Program as authorized under the CARES Act of 2020.

Financials

D&B currently has no financial information on file for this company.

COMPANY PROFILE

COMPANY OVERVIEW

D-U-N-S

05-992-4465

Mailing Address

2516 Southern Blvd Se. Rio Rancho
NM 87124, US

Annual Sales

-

Business Form

Corporation (US)

Telephone

(505) 228-1887

Employees

5

Date Incorporated

-

Fax

-

Age (Year Started)

12 years (2010)

State of Incorporation

-

Website

-

Named Principal

BRIAN HARPER, PRESIDENT

Ownership

-

Line of Business

Single-family house construction

SIC

1521

OWNERSHIP

This business is not currently a part of a family tree.

Appendix D – Approach to Recycling

Complete Appendix D by describing your company's approach to recycling.

Recycling

Firm Name: BCH Construction Inc

Sustainability is one of the University's core values. We strive to meet the needs of the present while preserving the well-being of future generations. Recycling helps protect the environment by diverting recyclable materials from landfills and by ensuring that diverted materials are beneficially reused.

A. In the past, have you recycled any of the following materials: broadloom carpet and pad, carpet tile, metal, wood, concrete, cardboard, other.

a. Yes _____ No X

B. If yes, provide the following information about each project:

- 1. Name of project.**
- 2. Materials recycled and quantities.**
- 3. Entity that recycled the material (Name and contact information).**

CONTRACTOR'S COMMENTS

Use this area or an attached sheet to provide further explanation of the answers to any questions asked in this Qualifications Questionnaire.



2516 Southern Blvd. SE
Rio Rancho, NM 87124
Phone (505) 994-4563 Fax (505) 359-2221

To whom it may concern,

BCH Construction Inc does not have the experience, and demonstrate to approach or the ability to deliver a sustainable project per USGBC and other LEED silver certification requirements.

Contact Information:

Brian C. Harper
2516 Southern Blvd. SE
Rio Rancho, NM 87124
505-228-1887 cell
505-994-4563 Office
505-359-2221 Fax

Sincerely,

Charlotte Harper

Appendix E – Key Personnel
Project Manager

Name: Ron Montano

Name: Ron Montano

Title: Project Manager

of Years with the Firm: 10 years

of Years as a Project Manager with Electrical Construction Services: 1

of Healthcare Construction Projects Worked On in Past (5) Years: 4

Check All Relevant Experience:

- Projects for Higher Education Owners Laboratory Renovations Less Complex Non-Residential Projects
- General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Construction
- Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Overhead Doors Glass Installation Steel Erection Concrete Floor
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Demolition

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Mark Awe Title Facilities Manager Southwest Division

Telephone: 505-980-6957 Email Address: Mark.Awe@BNSF.com

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Patrick Dyer Title Director of Maintenance Services

Telephone: 505-962-1121 Email Address: patrick.dyer@rrps.net

Appendix F – Key Personnel
Lead Superintendent

Name: Ignacio Alfaro

Name: Ignacio Alfaro

Title: Lead Superintendent

of Years with the Firm: 12 years

of Years as a Lead Superintendent for Electrical Construction Services: years

of Healthcare Construction Projects Worked On in Past (5) Years: 8

Check All Relevant Experience:

- Projects for Higher Education Owners Laboratory Renovations Less Complex Non-Residential Projects
- General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Construction
- Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Overhead Doors Glass Installation Steel Erection Concrete Floor
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Demolition

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Jeff Kleeman **Title** Mgr. Facilities Operations /Asst. Dir. Emergency Response Team

Telephone: (505) 272-0585 Email Address: JKleeman@salud.unm.edu

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Mark Awe **Title** Facilities Manager Southwest Division

Telephone: 505-980-6957 Email Address: Mark.Awe@BNSF.com

Appendix G – Key Personnel Safety Manager

Name: Todd Horning

Name: Todd Horning

Title: Safety Manager

of Years with the Firm: 3 years

of Years as a Safety Manager for Type for Electrical Construction Services: _____

of Healthcare Construction Projects Worked On in Past (5) Years: 4

Check All Relevant Experience:

- Projects for Higher Education Owners Laboratory Renovations Less Complex Non-Residential Projects
- General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Construction
- Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Overhead Doors Glass Installation Steel Erection Concrete Floor
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Demolition

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Robert Sanchez Title Manager Remodel/Lock Shop/Physical Plant Department

Telephone: 505.277.4749 Email Address: robertsanchez@unm.edu

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Jeff Kleeman Title Mgr. Facilities Operations /Asst. Dir. Emergency Response Team

Telephone: 505-272-0585 Email Address: JKleeman@salud.unm.edu

Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Remodel Manager

Project Name: UNM Ceria Wet Labs

Contact Name: Mark Manzutto

Owner: University of New Mexico

Contact Phone No: (505) 249-7907

DESIGN PROFESSIONAL

Total Cost: \$237,126.00

Name: UNM Remodel

Phone Number: (505) 277-1248

Contact: Fred Bass

Title: Arch

Gross Building Area (Sq Ft): 2000

New Addition Renovation

Gross Site Area (Sq Ft): 35000

Heavy Traffic Vehicle Pedestrian

Scope of Work.

- 1) Demo existing flooring, ceiling, HVAC and electrical.
- 2) Build new walls and ceiling, tape/texture and paint.
- 3) Install new lighting and electrical outlets.
- 4) Install new HVAC.
- 5) Install new door.
- 6) Relocate existing sprinklers.
- 7) Install new mobile shelving unit.
- 8) Install new ramps and handrails.

Describe site constraints, major excavation and traffic difficulties for this project.

Maintaining a safe and clean environment for facility occupants and project workers. Disruption to facility's normal activities, Small lay down area. Coordination of equipment and material deliveries. Safe pathways, and protective barricades.

Describe the management practices used to overcome the difficulties.

Prior to construction BCH Construction thoroughly reviewed the project scope in its entirety. Several pre-construction meetings with the client were held to establish how to work could be performed safely and with the least disruption to the hospital community. Safe pathways and protective barricades were erected and relocated as safety dictated. Lay down area were established with clear entrance and egress paths secured. BCH made introductions to the employees whoe would be affected by the construction activity to ensure a line of communication was established. BCH safety manager conducted daily safety and process meetings with the Superintendent who in turn met with the field crew to plan the day's activities. BCH PM met with the client weekly or daily as necessary to address all project issue relative to the safe and timely completion of a quality project. All of these methods proved to work very well in overcoming the project difficulties especially those encountered due to working in an occupied facility.

Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Facilities Manager Southwest Region

Project Name: BNSF Belen MOW

Contact Name: Mark Awe

Owner: University of New Mexico

Contact Phone No: (505) 980-6957

DESIGN PROFESSIONAL

Total Cost: \$225,369.63

Name: BNSF Railyard

Phone Number: (817) 352-7210

Contact: Jeremy Jordon

Title: Contract/Sourcing

Gross Building Area (Sq Ft): _____

New Addition Renovation

Gross Site Area (Sq Ft): _____

Heavy Traffic Vehicle Pedestrian

Scope of Work.

Architectural

The proposed architectural scope is limited to interior renovations and will be considered a Level 2 renovation project per the International Existing Building Code. The renovations include reconfiguration of existing office space, the addition and reconfiguration of restrooms and the existing locker area, as well as new finishes throughout the north portion of the MoW building.

Open Offices

Signal Crews: Signal Office 101 will be outfitted with counter space on the north, east, and south walls; providing space for at least 3 large work areas. Signal Office 102 will have space for 4 smaller workstations on the north wall and 3 on the south wall. We have indicated an opening to be created in the existing masonry wall providing interior access between the Signal Crew offices, however this opening may need to shift further east to avoid costly electrical panel relocation.

MOW Crews: Office 106 will have space for a total of 8 smaller workstations along the north and south walls while still providing access to natural light from the existing windows on east wall. The larger, open MOW Office 108 will be created by the removal of existing non-structural partitions. This office will provide space for large cubicle workstations.

All offices and corridor space will receive new vinyl composition tile, rubber base, suspended acoustical ceilings, and new paint.

Restrooms

The space of the existing men's and women's restroom will be renovated into one larger men's restroom that will include 4 water closets, 3 urinals, and one large stainless steel wash basin sink. A new locker area will be constructed which will include 10 double tier, 18"x15" lockers. Based on conversations with the GCCH (above), we are recommending construction of an ADA compliant unisex restroom. We propose that the existing ceramic floors be demolished while the wall tile at existing exterior walls be left in place but with new furred-out walls for new tile. Both restrooms as well as the locker area will receive new ceramic floor and wall tile. Stainless steel toilet partitions are recommended.

Mechanical

Proposed mechanical system(s) will be designed and installed in accordance with all applicable codes, including the 2009 International Building Code (IBC), the 2009 Uniform Mechanical Code (UMC), 2009 Uniform Plumbing Code (UPC), the 2009 International Energy Conservation Code (IECC) and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers standards (ASHRAE) and general safety/comfort requirements.

Heating, Ventilation, and Air Conditioning (HVAC)

Heating and Cooling

The heating, ventilation and air conditioning for this project will be provided for room comfort of the occupants of the space.

1) Open Offices 101 & 102, Unisex 105 and Lockers 103: The existing heat pump located in the ceiling space will be utilized. Supply air will be redistributed

Describe site constraints, major excavation and traffic difficulties for this project.

Maintaining a safe and clean environment for facility occupants and project workers. Disruption to facility's normal activities, Small lay down area. Coordination of equipment and material deliveries. Safe pathways, and protective barricades.

Describe the management practices used to overcome the difficulties.

Prior to construction BCH Construction thoroughly reviewed the project scope in its entirety. Several pre-construction meetings with the client were held to establish how to work could be performed safely and with the least disruption to the hospital community. Safe pathways and protective barricades were erected and relocated as safety dictated. Lay down area were established with clear entrance and egress paths secured. BCH made introductions to the employees who would be affected by the construction activity to ensure a line of communication was established. BCH safety manager conducted daily safety and process meetings with the Superintendent who in turn met with the field crew to plan the day's activities. BCH PM met with the client weekly or daily as necessary to address all project issue relative to the safe and timely completion of a quality project. All of these methods proved to work very well in overcoming the project difficulties especially those encountered due to working in an occupied facility.

Experience on project

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Administrative Assistant

Project Name: UNM 933 Bradbury UNM Medical

Contact Name: Glenda Swinney

Owner: University of New Mexico

Contact Phone No: (505) 272-3259

DESIGN PROFESSIONAL

Total Cost: \$107,274.74

Name: UNM Remodel

Phone Number: (505) 272-3259

Contact: Glenda Swinney

Title: Arch

Gross Building Area (Sq Ft): 50000

New Addition Renovation

Gross Site Area (Sq Ft): _____

Heavy Traffic Vehicle Pedestrian

Scope of Work.

- 1) Demolition and disposal of electrical, plumbing, ceilings, flooring, walls, and doors.
- 2) New work consist of new flooring, plumbing, electrical, ceilings, walls, and doors per drawing supplied by UNM Remodel department.

Describe site constraints, major excavation and traffic difficulties for this project.

Maintaining a safe and clean environment for facility occupants and project workers. Disruption to facility's normal activities. Small lay down area. Coordination of equipment and material deliveries. Safe pathways, and protective barricades.

Describe the management practices used to overcome the difficulties.

Prior to construction BCH Construction thoroughly reviewed the project scope in its entirety. Several pre-construction meetings with the client were held to establish how to work could be performed safely and with the least disruption to the hospital community. Safe pathways and protective barricades were erected and relocated as safety dictated. Lay down area were established with clear entrance and egress paths secured. BCH made introductions to the employees who would be affected by the construction activity to ensure a line of communication was established. BCH safety manager conducted daily safety and process meetings with the Superintendent who in turn met with the field crew to plan the day's activities. BCH PM met with the client weekly or daily as necessary to address all project issue relative to the safe and timely completion of a quality project. All of these methods proved to work very well in overcoming the project difficulties especially those encountered due to working in an occupied facility.

Experience on projects

PROJECT DESCRIPTION

Project Type: New Construction

Contact Title: Superintendent

Project Name: Village at Avalon Apartments

Contact Name: Todd Coleman

Owner: DBG Properties

Contact Phone No: (505) 269-7481

DESIGN PROFESSIONAL

Total Cost: \$225,369.63

Name: Dekker Perich Sabatini Architects

Phone Number: (505) 761-9700

Contact: _____

Title: _____

Gross Building Area (Sq Ft): _____

New Addition Renovation

Gross Site Area (Sq Ft): _____

Heavy Traffic Vehicle Pedestrian

Scope of Work.

- 1) Installation of 18763syd of heart land sheet vinyl in buildings 1 thru 6. Includes minor floor prep and installation of 4" rubber base.
- 2) 2) Installation of 3,537syd of Dream Weaver style; 9125 Untouchable color; 691 Thunderbolt using 7/16 (6 pound padding) and tac strip.
- 3) 2) Install 600syd of Dream Weaver in (12) 2 story apartments in the hallways, storage closet at stairs, and the stairs. style; 9125 Untouchable color; 691 Thunderbolt using 7/16 (6 pound padding) and tac strip.

Describe site constraints, major excavation and traffic difficulties for this project.

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Describe the management practices used to overcome the difficulties.

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Experience on projects with severe work area restrictions and heavy traffic.

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Remodel Manager

Project Name: UNM Ceria Dry Labs

Contact Name: Mark Manzutto

Owner: University of New Mexico

Contact Phone No: (505) 249-7907

DESIGN PROFESSIONAL

Total Cost: \$107,274.74

Name: UNM Remodel

Phone Number: (505) 277-1248

Contact: Fred Bass

Title: Arch

Gross Building Area (Sq Ft): 2000

New Addition Renovation

Gross Site Area (Sq Ft): 35000

Heavy Traffic Vehicle Pedestrian

Scope of Work.

- 1) Demo existing flooring, ceiling, HVAC and electrical.
- 2) Build new walls and ceiling, tape/texture and paint.
- 3) Install new lighting and electrical outlets.
- 4) Install new HVAC.
- 5) Install new door.
- 6) Relocate existing sprinklers.
- 7) Install new mobile shelving unit.
- 8) Install new ramps and handrails.

Describe site constraints, major excavation and traffic difficulties for this project.

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Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Project Manager

Project Name: La Vida Nueva Apartments

Contact Name: Clay Simmons

Owner: Greenfield Construction LLC

Contact Phone No: 505-417-7364

DESIGN PROFESSIONAL

Name: Greenfield Construction LLC

Phone Number: 505-417-7364

Contact: Clay Simmons

Title: Project Manager

Gross Building Area (Sq Ft): 316 Units

New Addition Renovation

Gross Site Area (Sq Ft): 316 Units

Heavy Traffic Vehicle Pedestrian

-
- Scope of Work: 1) Removal of all cabinets and countertops, carpet/ flooring and appliances.
2) Removal of all entry doors, thresholds, jambs and damaged interior doors, toilet paper holders, and towel bars.
3) Remove & Replace per plan, ADA unit bathroom (16) walls & Reframe Drywall Tape bed & Texture.
4) Provide & Install prehung exterior entry doors, and (3) Interior prehung doors with hardware and casing, repair balcony sliding doors. Sheetrock repair
5) Repair damaged wall trim, and install bathroom towel bars and toilet paper holder and Clean up.

Describe site constraints, major excavation and traffic difficulties for this project.

Maintaining a safe and clean environment for facility occupants and project workers. Disruption to facility's normal activities, Small lay down area. Coordination of equipment and material deliveries. Safe pathways, and protective barricades.

Describe the management practices used to overcome the difficulties.

Prior to construction BCH Construction thoroughly reviewed the project scope in its entirety. Several pre-construction meetings with the client were held to establish how work could be performed safely and with the least disruption to the apartment community. Safe pathways and protective barricades were erected and relocated as safety dictated. Lay down area were established with clear entrance and egress paths secured. BCH made introductions to the employees who would be affected by the construction activity to ensure a line of communication was established. BCH safety manager conducted daily safety and progress meetings with the Superintendent who in turn met with the field crew to plan the day's activities. BCH PM met with the client weekly or daily as necessary to address all project issue relative to the safety and timely completion of a quality project. All of these methods proved work very well in overcoming the project difficulties especially those encountered due to working in an occupied facility.

Experience on projects

PROJECT DESCRIPTION

Project Type: Renovation

Contact Title: Project Manager

Project Name: Sandia Vista Apartments

Contact Name: Clay Simmons

Owner: Greenfield Construction, LLC

Contact Phone No: 505-417-7364

DESIGN PROFESSIONAL

Cost: \$ 831,419.65

Name: Greenfield Construction, LLC

Phone Number: 505-417-7364

Contact: Clay Simmons

Title: Project Manager

Gross Building Area (Sq Ft): 138 units

New Addition Renovation

Gross Site Area (Sq Ft): _____

Heavy Traffic Vehicle Pedestrian

Scope of Work: Provide & install prehung exterior entry doors, and (3) interior prehung doors with hardware and casing. Repair damage wall trim 50f per apartment. Install bathroom towel bars and toilet paper holder and Clean up. Remove and replace threshold at front doors before they are installed. Removal of all cabinets and countertops, carpet/ flooring and appliances. Removal of all entry doors, thresholds, jamba and damaged interior doors, toilet paper holders, and towel bars. Traffic Control (1 LS) Demo Concrete Stairs, Sidewalk and Ada Ramps (1 LS) Remove Stairs (1 EA) Remove Ada Ramps (90 SY) Remove Sidewalk (300 SY) Dispose Concrete (90 TON) Sidewalk - 4" Concrete (300 SY) Handi-Cap Ramps (90 SY) Concrete Channel (20 LF) Sidewalk Culvert (8 EA) Cut-Off Wall (60 LF) New Stairs (2 EA) Remove Regrade Replace Cobble (333 SY) New Cobble Swales (128 SY) Dispose Unclassified Materials (30 CY) Pavement Seal Coat (3535 SY) Rubberized Crack Seal (50 LBS) 2' X 24' X 4" Asphalt Speed Bump (2 EA) Striping and Signage (1 LS)

Describe site constraints, major excavation and traffic difficulties for this project.

Maintaining a safe and clean environment for facility occupants and project workers. Disruption to facility's normal activities, Small lay down area. Coordination of equipment and materials deliveries. Safe pathways, and protective barricades.

Describe the management practices used to overcome the difficulties.

Prior to construction BCH thoroughly reviewed the project scope in its entirety. Several pre-construction meetings with the client were held to establish how work could be performed safely and with the least disruption to the apartment community. Safe pathways and protective barricades were erected and relocated as safety dictated. Lay down area were established with clear entrance and egress paths secured. BCH made introductions to the employees who would be affected by the construction activity to ensure a line of communication was established. BCH safety manager conducted daily safety and progress meetings with the Superintendent who in turn met with the field crew to plan the day's activities. BCH PM met with the client weekly or daily as necessary to address all project issues relative to the safety and timely completion of a quality project. All of these methods proved work very well in overcoming the project difficulties especially those encountered due to working in an occupied facility.



2516 Southern Blvd SE
Rio Rancho, NM 87124
Phone (505) 994-4563 Fax (505) 359-2221

11/15/2022

To Whom it May Concern,

BCH Construction Inc. has not been awarded an on-call contract. Unable to answer appendix K at this time.

Sincerely,

Charlotte Harper

Charlotte Harper
2516 Southern Blvd SE
Rio Rancho, NM 87124
Office: 505-994-4563
Fax: 505-359-2221

Appendix L – Price Proposal

University of New Mexico

BID FOR JOB ORDER CONTRACT (PRICE PROPOSAL)

Date of Bid: 11/17/2022

New Mexico State Contractor's License No. 366413

Resident Contractor's Preference Certificate No. L2123957936

Contractor's New Mexico Gross Receipts Tax No. 03-191918-00-9

Contractor's Federal Employee Identification No. 27-2898083

Dept. Workforce Solutions Registered Contractors Number 03047220140711

UNM UNM Job Order Contracting (JOC)

Request for Proposals No. RFP-2379-23

Bid (Price Proposal) of (company name): BCH Construction Inc.
(hereinafter called the "Bidder") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual. (Circle correct one).

To: The Regents of The University of New Mexico, Albuquerque, New Mexico
(hereinafter called the "Owner").

The undersigned, as an authorized representative for the Bidder named above, in compliance with the Request For proposals (RFP) for Job Order Contracting services, having examined the Contract Documents, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Offeror must agree to commence work on a date specified in a written "Notice to Proceed" issued by the Owner. The Offeror must agree to complete the Project within the Job Order Completion Time stipulated date in the "Notice of Proceed". At the sole discretion of the Owner, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar will be determined with each Job Order, and that amount will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

The following information is required for state reporting purposes only, and will not be used in evaluating or awarding the contract.

Is project material offered grown, produced or wholly manufactured in New Mexico? Yes

Business Size / Classification:

Small Business Concern

Large Business Concern

Disadvantaged Business Concern

Women Owned Business Concern

The Contractor shall perform all Work required called for in each individual Job Order issued under this Contract using the Construction Task Catalog[®] and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the Contract Documents in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in the Construction Task Catalog[®] (CTC) multiplied by the Adjustment Factors being proposed.

The Bidder shall set forth Adjustment Factors in clearly legible figures in the respective space provided. Failure to submit Adjustment Factors for all categories may result in the Proposal being deemed non-responsive. **All amounts shall exclude NM Gross Receipts Tax.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

The Schedule of Prices is contained in a separate Microsoft Excel document. Complete the Microsoft Excel document and submit as part of this Appendix L. **Be sure to enter Adjustment Factors for each campus and trade being proposed.**

PART 1: SCHEDULE OF PRICES:

Attach Schedule of Prices from the Microsoft Excel document. On the Microsoft Excel document, be sure to enter Adjustment Factors for each campus and trade being proposed.

Has the Part 1: Schedule of Prices been attached to this Appendix L: Yes No

PART 2: SIGNATURES

The Bidder understands that the contract(s) will be awarded in accordance with the all terms and conditions contained in this RFP and that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Bidder agrees that this response will be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Respectfully Submitted,

By:(Authorized Signature) Charlotte Harper Date: 11/15/2022

By:(Same Name, Printed or Typed) Charlotte Harper

Title: Owner

Company: BCH Construction Inc.

Address: 2516 Southern Blvd SE

Zip: Rio Rancho, NM 87124

Phone: 505-994-4563 Fax: 505-359-2221 Email: brian.bchconst@aol.com

(Affix Corporate Seal if response by Corporation):

Part 1 Schedule of Prices

Attach this schedule of Prices to Appendix L

OFFEROR'S NAME: BCH Construction Inc.

For the UNM Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Campus/Contract Type being proposed may result in the bid for that Campus/Contract Type being deemed non-responsive. **The Contractor is to include the administrative fee of 2.98% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

Campus / Region	UNM Job Order Contracting Program Adjustment Factor Name	CONTRACT TYPES		
		General Construction	Mechanical, Electrical, Plumbing	Roofing
Main Campus (Albuquerque)	Normal Working Hours (60%)	1.53	0	0
	Other Than Normal Working Hours (30%)	1.63	0	0
	Non Pre-Priced (10%)	1.53	0	0
	Award Criteria Figure	1.54	0.0000	0.0000
Northern New Mexico Branch Campuses	Normal Working Hours (60%)	1.53	0	0
	Other Than Normal Working Hours (30%)	1.63	0	0
	Non Pre-Priced (10%)	1.53	0	0
	Award Criteria Figure	1.54	0.0000	0.0000
Southern New Mexico Branch Campuses	Normal Working Hours (60%)	1.53	0	0
	Other Than Normal Working Hours (30%)	1.63	0	0
	Non Pre-Priced (10%)	1.53	0	0
	Award Criteria Figure	1.54	0.0000	0.0000

For the UNM Cooperative Purchasing Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Region/Contract Type being proposed may result in the bid for that Region/Contract Type being deemed non-responsive. A complete map of the regions can be found in the Purpose of this RFP Document. **The Contractor is to include the administrative fee of 7.50% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

NOTES TO OFFERERS

- The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
- The Non Pre-Priced Adjustment Factor must be greater than or equal to 1.000
- The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
- When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being Performed.

5. Make sure to attach this Part 1: Schedule of Prices to Appendix L in your proposal

By: Authorized Signature

Charlotte Harper

By: Same Name and title Printed or typed: Charlotte Harper

Date: 11/15/2022

UNM Cooperative Purchasing Job Order Contracting Program		CONTRACT TYPES			
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing	
Region #1	Normal Working Hours (60%)	0	0	0	0
	Other Than Normal Working Hours (30%)	0	0	0	0
	Non Pre-Priced (10%)	0	0	0	0
	<i>Award Criteria Figure</i>	0.0000	0.0000	0.0000	0.0000
Region #2	Normal Working Hours (60%)	1,108	1.68	0	0
	Other Than Normal Working Hours (30%)	1,740	1.76	0	0
	Non Pre-Priced (10%)	1,108	1.68	0	0
	<i>Award Criteria Figure</i>	1,740	1.7040	0.0000	0.0000
Region #3	Normal Working Hours (60%)	0	0	0	0
	Other Than Normal Working Hours (30%)	0	0	0	0
	Non Pre-Priced (10%)	0	0	0	0
	<i>Award Criteria Figure</i>	0.0000	0.0000	0.0000	0.0000
Region #4	Normal Working Hours (60%)	0	0	0	0
	Other Than Normal Working Hours (30%)	0	0	0	0
	Non Pre-Priced (10%)	0	0	0	0
	<i>Award Criteria Figure</i>	0.0000	0.0000	0.0000	0.0000
Region #5	Normal Working Hours (60%)	0	0	0	0
	Other Than Normal Working Hours (30%)	0	0	0	0
	Non Pre-Priced (10%)	0	0	0	0
	<i>Award Criteria Figure</i>	0.0000	0.0000	0.0000	0.0000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

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 have ADDITIONAL INSURED provisions or 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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		CONTACT NAME: Vanessa Villegas PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: vvillegas@downeyandco.com		FAX (A/C, No): (505) 881-0908	
INSURED BCH Construction, Inc. 2516 Southern Blvd. SE Rio Rancho NM 87124		INSURER(S) AFFORDING COVERAGE INSURER A: Union Standard Insurance Group INSURER B: Builders Trust of New Mexico INSURER C: INSURER D: INSURER E: INSURER F:			NAIC #

COVERAGES**CERTIFICATE NUMBER:** 22/23 Multi**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA4784027	07/25/2022	07/25/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EPLI	\$ 50,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA4784027	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA4784031	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6109	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Regents of The University of New Mexico, The University of New Mexico, its agents, servants and employees are held as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

University of New Mexico - Purchasing Department 700 Lomas Blvd NE #2600 MSC01 1740 Albuquerque NM 87131	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

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DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Omnia Partners to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

1. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

2. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

3. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE Yes No

List certifying agency: _____

4. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB Yes No

List certifying agency: _____

5. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone Yes No

List certifying agency: _____

6. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____



BCH Construction Inc.

QUALITY CONTROL PLAN & SAFETY PROGRAM MANUAL
INJURY & ILLNESS PREVENTION PROGRAM

Revised: 07/31/2020

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POLICY STATEMENT ON SAFETY

The management of this company is very interested in working with you to provide a safe place in which to work. The prevention of accidents and injuries to our employees is the prime objective.

All company personnel are expected to take an active and constant interest in the prevention of accidents. We call upon all employees to use good common sense and in all their actions, take a second to think of the consequences to your fellow employees. We cannot overemphasize that all employees must do their part to minimize accidents.

Please show your support by demonstrating the following:

1. OBSERVING COMPANY SAFETY RULES.
2. KEEPING WORK AREAS FREE OF UNSAFE CONDITIONS.
3. AVOIDING AND ELIMINATING UNSAFE ACTS.
4. PROMPTLY REPORTING UNSAFE ACTS AND CONDITIONS.
5. REPORTING ALL ACCIDENTS IMMEDIATELY.

Accidents cause suffering and pain. We value each of you as individuals and hope you will cooperate with us in this important endeavor.

Any constructive criticism or suggestions toward improving safety on any of our jobs will be given prompt and careful consideration.

Sincerely,

Charlotte Harper / BCH Construction Inc. / (505) 228-1887

Todd Horning / 505-994-4563

DUTIES AND RESPONSIBILITIES

A successful Safety and Injury and Illness Prevention Program can only be achieved and maintained when there is active interest, participation, and accountability at all levels of the organization. To ensure this, the company, delegates the following safety duties to all management personnel. In some cases employees will need to perform safety duties outside their regular responsibilities to prevent accidents.

The Safety Program Administrator must plan, organize, and administer the program by establishing

policy, setting goals and objectives, assigning responsibility, motivating subordinates, and monitoring results. Company management will support and maintain an ongoing Safety and Injury and Illness Prevention Program through the following:

1. Providing clear understanding and direction to all management and employees regarding the importance of safety through the development, implementation, monitoring and revision of policy and procedures.
2. Providing financial support for the Safety / Injury and Illness Prevention Program through the provision of adequate funds for the purchase of necessary safety materials, safety equipment, proper personal protective equipment, adequate time for employee safety training, and maintenance of tools and equipment.
3. Overseeing development, implementation, and maintenance of the safety manual, IIPP, and other required safety programs.
4. Maintaining a company commitment to accident prevention by expecting safe conduct on the part of all managers, supervisors, and employees.
5. Holding all levels of management and employees accountable for accident prevention and safety.
6. Reviewing all accident investigations to determine corrective action.

Managers and Supervisors play a key role in the prevention of accidents on the job. They have direct contact with the employees and know the safety requirements for various jobs. Safety responsibilities for these individuals include:

1. Enforce all safety rules in the Code of Safe Practices and ensure safe work procedures.
2. Verifying corrective action has been taken regarding safety hazards and accident investigations.
3. Conducting periodic documented inspections of the work sites to identify and correct unsafe actions and conditions that could cause accidents.
4. Act as a leader in company safety policy and setting a good example by following all safety rules.
5. Becoming familiar with local, state, and federal safety regulations. The Safety Coordinator is available for assistance.
6. Train all new and existing employees in proper safety procedures and the hazards of the job.
7. Instruct all employees, under their supervision, in safe work practices and job safety requirements.
8. Hold weekly safety meetings with employees.
9. Ensure employee proficiency when assigning work requiring specific knowledge, special operations or equipment.

10. Ascertain that all machinery, equipment, and workstations are maintained in safe working condition and operate properly.
11. Correct unsafe acts and conditions that could cause accidents.
12. Communicate with all employees about safety and accident prevention activities.
13. Correct the cause of any accident as soon as possible.
14. Ascertain that proper first aid and fire fighting equipment is maintained and used when conditions warrant its use.
15. Maintain good housekeeping conditions at all times.
16. Investigate all injuries and accidents to determine their cause and potential corrective action.
17. Ascertain that all injuries involving our employees that require medical attention are properly treated and promptly reported to the office.

The Safety Program Administrator acts as a safety resource for the company and is responsible for maintaining program records. They will also be our primary person to deal with outside agencies regarding the safety program and its contents. Additional duties include:

1. Coordination of all loss prevention activities as a representative of management. Acting as a consultant to management in the implementation and administration of the Safety Program.
2. Develop and implement loss prevention policies and procedures designed to insure compliance with the applicable rules and regulations of all federal, state, and local agencies.
3. Review all accident reports to determine cause and preventability.
4. Conduct periodic reviews of the program and job sites to evaluate performance, discuss problems and help solve them.
5. Consult with representatives of our insurance companies in order that their loss control services will support the Safety Program.
6. Review Workers' Compensation Claims. Help supply the insurance carrier with information about injured employees in order to keep loss reserves as low as possible.

Every employee is responsible for working safely, both for self-protection and for protection of fellow workers. Employees must also support all company safety efforts. Specific employee safety responsibilities include:

1. If you are unsure how to do any task safely, ask your supervisor.
2. Read and abide by all requirements of the Safety Manual.
3. Know and follow the Code of Safe Practices and all company safety policies and rules.

4. Wear all required personal protective equipment.
5. Report all accidents and injuries, no matter how minor, to your supervisor immediately.
6. Do not operate any equipment you have not been trained and authorized to use.
7. Report any safety hazards or defective equipment immediately to your supervisor.
8. Do not remove, tamper with or defeat any guard, safety device or interlock.
9. Never use any equipment with inoperative or missing guards, safety devices or interlocks.
10. Never possess, or be under the influence of, alcohol or controlled substances while on the premises.
11. Never engage in horseplay or fighting.
12. Participate in, and actively support, the company safety program.

COMPLIANCE AND ENFORCEMENT

The compliance of all employees with our Safety Manual / IIPP is mandatory and shall be considered a condition of employment.

The following programs will be utilized to ensure employee compliance with the safety program and all safety rules.

- Training programs
- Retraining
- Disciplinary action
- Optional safety incentive programs

Training Programs

The importance of safe work practices and the consequences of failing to abide by safety rules will be covered in the New Employee Safety Orientation and safety meetings. This will help ensure that all employees understand and abide by company safety policies.

Retraining

Employees that are observed performing unsafe acts or not following proper procedures or rules will be retrained by their supervisor. A Safety Contact Report may be completed by the supervisor to document the training. If multiple employees are involved, additional safety meetings will be held.

Safety Incentive Programs

Although strict adherence to safety policies and procedures is required of all employees, the company may choose to periodically provide recognition of safety-conscious employees and job sites without accidents through a safety incentive program.

Disciplinary Action:

The failure of an employee to adhere to safety policies and procedures can have a serious impact on everyone concerned. An unsafe act can threaten not only the health and well being of the employee committing the unsafe act but can also affect the safety of his/her coworkers and customers. Accordingly, any employee who violates any of the company's safety policies will be subject to disciplinary action.

Note: Failure to promptly report any on-the-job accident or injury, on the same day as occurrence, is considered a serious violation of the Company's Code of Safe Practices. Any employee who fails to immediately report a work-related accident or injury, no matter how minor shall be subject to disciplinary action.

Employees will be disciplined for infractions of safety rules and unsafe work practices that are observed, not just those that result in an injury. Often, when an injury occurs, the accident investigation will reveal that the injury was caused because the employee violated an established safety rule and/or safe work practice(s). In any disciplinary action, the supervisor should be cautious that discipline is given to the employee for safety violations, and not simply because the employee was injured on the job or filed a Workers' Compensation claim.

Violations of safety rules and the Code of Safe Practices are to be considered equal to violations of other company policy. Discipline for safety violations will be administered in a manner that is consistent with the company's system of progressive discipline. If, after training, violations occur, disciplinary action will be taken as follows:

1. Oral warning. Document it, including date and facts on the "Safety Contact Report" form. Add any pertinent witness statements. Restate the policy and correct practice(s).
2. Written warning. Retrain as to correct procedure/practice.
3. Written warning with suspension.
4. Termination

As in all disciplinary actions, each situation is to be carefully evaluated and investigated. The particular step taken in the disciplinary process will depend on the severity of the violation, employee history, and regard to safety. Managers and supervisors should consult with the office if there is any question about whether or not disciplinary action is justified. Employees may be terminated immediately for willful or extremely serious violations. Union or contract employees are entitled to the grievance process specified by their contract.

Note: You must be consistent in the enforcement of all safety rules.

SAFETY COMMITTEE

Purpose

The purpose of the safety committee is to promote workplace safety and health by increasing the communication, education, and involvement of company personnel. The Safety Program Administrator holds permanent membership in the safety committee in order to ensure that responsibility is delegated appropriately.

Membership

The safety committee membership shall be represented by the safety program administrator, supervisory and non-supervisory employees, with non-supervisory employees being the majority. The employees on the committee will be volunteers and will serve on the committee for a two-year term (except for the safety program administrator).

Meetings

There will be one committee meeting every quarter. The dates will be determined by the members' schedules. All committee meetings and training will be conducted during working hours. All committee members will be compensated at their normal rate of pay during the meetings, committee specific training, and any other committee related duties.

Emergency Meetings

The committee may conduct an emergency meeting if the majority of the members feel that such a meeting is necessary. If an emergency meeting is called outside regular working hours, the non-salaried employees will be compensated at their overtime rate.

Recordkeeping

Complete and accurate records of the functions and proceedings of the safety committee will be maintained by the Corporate Office with copies distributed to each worksite.

Meetings will be recorded and minutes will be prepared following each committee meeting. Copies of the minutes will be kept at each worksite. These documents will be made available for inspection upon request by any employee.

Communication

All original written communications between the company and the committee, or true copies thereof, will be maintained at each jobsite and made readily available for inspection by government agencies.

The company shall issue a timely written response to all written questions and recommendations from the safety committee.

COMMUNICATION

This section establishes procedures designed to develop and maintain employee involvement and interest in the Safety Manual. These activities will also ensure effective communication between management and employees on safety related issues that is of prime importance to the company. The following are some of the safety communication methods that may be used:

1. Periodic safety meetings with employees that encourage participation and open, two-way communication.
2. New employee safety orientation and provision of the Code of Safe Practices.
3. Provision and maintenance of employee bulletin boards discussing safety issues, accidents, and general safety suggestions.
4. Written communications from management or the Safety Program Manager, including memos, postings, payroll stuffers, and newsletters.
5. Anonymous safety suggestion program.

Employees will be kept advised of highlights and changes relating to the safety program. Management shall relay changes and improvements regarding the safety program to employees, as appropriate. Employees will be involved in future developments and safety activities, by requesting their opinions and comments, as necessary.

All employee-initiated safety related suggestions shall be properly answered, either verbally or in writing, by the appropriate level of management. Unresolved issues shall be relayed to the program manager or safety committee members.

All employees are encouraged to bring any safety concerns they may have to the attention of management. The company will not discriminate against any employee for raising safety issues or concerns.

The company also has a system of anonymous notification whereby employees who wish to inform the company of workplace hazards without identifying themselves may do so by phoning or sending written notification to the main office.

CODE OF SAFE PRACTICES

GENERAL RULES

All Employees

Ergonomics and Video Display Terminals

1. Take periodic rest breaks from repetitive or prolonged activities by standing up and stretching.
2. Use a chair that is padded, is stable, mobile, swivels, and allows operator movement.
3. Sit straight up in your chair, and when needed use a footrest that has an adjustable height and is large enough to allow operator movement.
4. Adjust your computer screen and keyboard so that they are directly in front of you. Use

- a table large enough to hold keyboard, the display screen and all necessary documents.
5. Place the keyboard low enough so that the operator is not required to reach up or out to the keys.
 6. Keep wrists and hands in a straight position while key stroking by keeping forearms parallel to the floor and elbows at your sides.

Housekeeping

1. Do not place materials such as boxes or trash in walkways and passageways.
2. Sweep up shavings from around equipment such as drill presses, lathes, or planers by using a broom and a dustpan.
3. Mop up water around drinking fountains and drink dispensing machines immediately.
4. Do not store or leave items on stairways.
5. Do not block or obstruct stairwells, exits, or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
6. Do not block the walking surfaces of elevated working platforms with tools or materials that are not being used.
7. Straighten or remove rugs and mats that do not lie flat on the floor.
8. Remove protruding nails or bend them down into the lumber by using a claw hammer.
9. Return tools to their storage places after using them.
10. Use caution signs or cones to barricade slippery areas such as freshly mopped floors.

Ladders and Step Ladders

1. Read and follow the manufacturer's instruction label affixed to the ladder.
2. Do not use ladders that have loose rungs, cracked, or split side rails, missing rubber footpads, or are otherwise visibly damaged.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. Do not place ladders in a passageway or doorway without posting warning signs or cones that detour pedestrian traffic away from the ladder. Lock the doorway that you are blocking with the ladder and post signs that will detour traffic away from your work.
5. Do not place a ladder at a blind corner or doorway without diverting foot traffic by blocking or roping off the area.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down it.
8. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down the ladder.
9. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
10. Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use the ladder or stepstool.
11. Do not stand on the top two rungs of any ladder.
12. Do not stand on a ladder that wobbles, or that leans to the left or right of center.
13. When using a straight or extension ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
14. Secure the ladder in place by having another employee hold it if it cannot be tied to the structure.
15. Do not move a rolling ladder while someone is on it.
16. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks, or other unstable bases.
17. Do not carry items in your hands while climbing up or down a ladder.
18. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.
19. Do not use a ladder as a horizontal platform.

Lifting Procedures

1. Plan the move before lifting; ensure that you have an unobstructed pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
10. Hold the object as close to your body as possible.
11. While keeping the weight of the load in your legs, stand to an erect position.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
14. Set down objects in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
16. Never lift anything if your hands are greasy or wet.
17. Wear protective gloves when lifting objects that have sharp corners or jagged edges.

OFFICE SAFETY

General Rules

1. Do not stand on furniture to reach high places.
2. Do not kick objects out of your pathway; pick them up or push them out of the way.
3. Do not jump from ladders or step stools.
4. Do not block your view by carrying large or bulky items; use the dolly or hand truck or get assistance from a fellow employee.
5. Do not throw matches, cigarettes or other smoking materials into trash baskets.
6. Do not tilt the chair you are sitting in. Keep all chair legs on the floor.
7. Use the ladder or step stool to retrieve or store items that are located above your head.

Doors

1. Keep doors in hallways fully open or fully closed.
2. Use the handle when closing doors.

Files

1. Open only one file cabinet drawer at a time. Close the filing cabinet drawer you are working in before opening another filing drawer in the same cabinet.
2. Put heavy files in the bottom drawers of file cabinets.
3. Use the handle when closing drawers and files.

Sharp Objects

1. Store sharp objects, such as pens, pencils, letter openers or scissors in drawers or with the tips pointing down in a container.
2. Carry pencils, scissors, and other sharp objects with the tips pointing down.

Paper Cutter/Shredder

1. Position hands and fingers on the handle of the paper cutter before pressing down on the blade.
2. Keep the paper cutter handle in the closed or locked position when it is not being used.
3. Do not use paper-cutting devices if the finger guard is missing.
4. Do not place your fingers in or near the feed of a paper shredder.

Staplers

1. Point the ejector slot away from yourself and bystanders when refilling staplers.
2. Keep fingers away from the ejector slot when loading or testing stapling devices.
Use a staple remover, not your fingers, for removing staples.

Electrical

1. Do not use frayed, cut, or cracked electrical cords.
2. Do not plug multiple electrical cords into a single outlet.
3. Do not use extension or power cords that have the ground prong removed or broken off.
4. Use a cord cover or tape the cord down when running electrical cords across aisles, between desks or across entrances or exits.
5. Turn the power switch to "Off" and unplug office machines before adjusting, lubricating or cleaning them.

Fans

1. Do not use fans that have excessive vibration or missing guards.
2. Do not place floor type fans in walkways, aisles, or doorways.

Stairs

1. Use the handrails when ascending or descending stairs or ramps.
2. Do not run on stairs or take more than one-step at a time.

Phone Use

1. Sit up straight in your chair.
2. Keep your feet on floor.
3. If the chair height is too high, use a book or other object as a footrest.
4. If you use a traditional handset, do not hold the receiver by bending your neck to trap the receiver between your head and shoulder. Hold the receiver with your hand.
5. Use your headset for extended phone use.
6. For additional lower back support, place a pillow or bundled clothing in the chair at the small of your back.

Carts

1. Do not exceed the rated load capacity noted on the manufacturer's label on the cart.
2. Ask a spotter to help guide carts around corners and through narrow aisles.
3. Do not stand on a cart or float or use it as a work platform.

Hand Truck Operations

1. When loading hand trucks, keep your feet clear of the wheels.
2. Do not exceed the manufacturer's load rated capacity. Read the capacity plate on the hand truck if you are unsure.
3. Place the load so that it will not slip, shift, or fall. Use the straps, if they are provided, to secure the load.
4. For extremely bulky or pressurized items such as gas cylinders, strap or chain the items to the hand truck.

5. Tip the load slightly forward so that the tongue of the hand truck goes under the load.
6. Push the tongue of the hand truck all the way under the load that is to be moved.
7. Keep the center of gravity of the load as low as possible by placing heavier objects below the lighter objects.
8. Push the load so that the weight will be carried by the axle and not the handles.
9. If your view is obstructed, ask a spotter to assist in guiding the load.
10. Do not walk backward with the hand truck, unless going up stairs or ramps.
11. When going down an incline, keep the hand truck in front of you so that it can be controlled at all times.
12. Move hand trucks at a walking pace.
13. Store hand trucks with the tongue under a pallet, shelf, or table.

Hazardous Materials

1. Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product you will be using in your workplace.
2. Use personal protective clothing or equipment such as goggles, face shield, neoprene gloves, rubber boots, shoe covers, and rubber aprons, when using chemicals labeled "Flammable", "Corrosive", and "Caustic" or "Poisonous".
3. Do not use protective clothing or equipment that has split seams, pinholes, cuts, tears, or other visible signs of damage.
4. Do not use chemicals from unlabeled containers or unmarked cylinders.
5. Do not drag containers labeled "Flammable."
6. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic".

Storeroom/Stockroom:

1. Use long handled snips when cutting strapping bands away from a shipping container.
2. Wear your safety glasses when cutting strapping bands, uncrating materials, and driving nails.
3. Stand to the side of the strapping band when cutting it. Use extreme care when removing bands from pipe on round stock loads. Chock or block loads before removing band to prevent a load shift.
4. Do not use pallets or skids that are cracked or split or have other visible damage.
5. Stack heavy or bulky storage containers on middle and lower shelves of the storage rack.
6. Do not run on stairs or take more than one-step of a staircase at a time.
7. Do not jump from elevated places such as truck beds, platforms, or ladders.
8. Do not lift slippery or wet objects; use a hand truck.
9. Follow the safe handling instructions listed on the label of the container or listed on the corresponding Material Safety Data Sheet when handling each chemical stored in the stockroom.
10. Do not handle or load any containers of chemicals if their containers are cracked or leaking.

CARPENTRY

ELECTRICAL POWERED TOOLS

1. Do not use power equipment or tools on which you have not been trained.
2. Keep power cords away from the path of drills, saws, vacuum cleaners, floor polishers, mowers, slicers, knives, grinders, irons, and presses.
3. Do not carry plugged-in equipment or tools with your finger on the switch.
4. Do not carry equipment or tools by the cord.
5. Disconnect the tool from the outlet by pulling on the plug, not the cord.
6. Turn the tool off before plugging or unplugging it.

7. Do not leave tools that are "On" unattended.
8. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
9. Do not operate spark inducing tools such as grinders, drills, or saws near containers labeled "Flammable" or in an explosive atmosphere such as a paint spray booth.
10. Turn off electrical tools and disconnect the power source from the outlet before attempting repairs or service work. Tag the tool "Out of Service."
11. Do not connect multiple electrical tools into a single outlet.
12. Do not run extension cords through doorways, through holes in ceilings, walls, or floors.
13. Do not drive over, drag, step on or place objects on a cord.
14. Do not operate a power hand tool or portable appliance with a two-pronged adapter or a two-conductor extension cord.
15. Do not use a power hand tool while wearing wet cotton gloves or wet leather gloves.
16. Never operate electrical equipment barefooted. Wear rubber-soled or insulated work boots.
17. Do not operate a power hand tool or portable appliance while holding a part of the metal casing or holding the extension cord in your hand. Hold all portable power tools by the plastic handgrips or other nonconductive areas designed for gripping purposes.
18. Do not operate a power hand tool or portable appliance that has a frayed, worn, cut, improperly spliced, or damaged power cord.
19. Do not operate a power hand tool or portable appliance if the ground pin from the three-pronged power plug is missing or has been removed.

GARAGE DOORS

1. Do not use undersized rods or other improvised tools to wind garage door springs.
2. Engage garage door lock in the "locked" position before winding the springs.
3. Do not attempt to adjust winding cones or bars when the garage door is in the full open position.

HAND TOOLS

1. Use tied-off containers to keep tools from falling off scaffolds and other elevated work platforms.
2. Keep the blades of all cutting tools sharp.
3. Carry all sharp tools in sheaths or holsters.
4. Tag worn, damaged, or defective tools "Out of Service" and do not use them.
5. Do not use a tool if its handle has splinters, burrs, cracks, splits or if the head of the tool is loose.
6. Do not use impact tools such as hammers, chisels, punches, or steel stakes that have mushroomed heads.
7. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
8. Do not chop at heights above your head when working with a hand axe.
9. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, aviation snips, scrapers, chisels or files in your pocket unless the tool or pocket is sheathed.
10. Do not perform "make-shift" repairs to tools.
11. Do not use "cheaters" on load binders or "boomers."
12. Do not carry tools in your hand when climbing. Carry tools in tool belts or hoist the tools to the work area with a hand line.
13. Do not throw tools from one location to another, from one employee to another, from scaffolds or other elevated platforms.

Chisels

1. Keep the cutting edge of the chisel sharp.
2. Do not use chisels with damaged striking ferrules.
3. Hold a chisel with a tool holder if possible.
4. Clamp a small work piece in a vise and chip towards the stationary jaw when working with a chisel.

Clamps

1. Do not use the C-clamp for hoisting materials.
2. Do not use the C-clamp as a permanent fastening device.

Files/Rasps

1. Do not use a file as a pry bar, hammer, screwdriver, or chisel.
2. When using a file or a rasp, grasp the handle in one hand and the toe of the file in the other.
3. Do not hammer on a file.

Hammers

1. Use a claw hammer for pulling nails and driving nails.
2. Do not strike nails or other objects with the cheek of the hammer.
3. Do not strike a hardened steel surface, such as a cold chisel, with a claw hammer.
4. Do not strike one hammer against another hammer.
5. Do not use a hammer if your hands are oily, greasy, or wet.
6. Do not use a hammer as a wedge, a pry bar or for pulling large spikes.
7. Use only a sledge-type hammer on a striking face wrench.

Knives/Sharp instruments

1. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
2. Store knives in knife blocks or in sheaths after use.
3. Do not use knives with dull blades.
4. Do not use honing steels that do not have disc guards.
5. Do not attempt to catch a falling knife.
6. Use knives for the operation for which they are named.
7. Do not use knives with broken or loose handles.
8. Do not use knives as screwdrivers, pry bars, can openers or ice picks.
9. Do not pick up knives by their blades.
10. Carry knives with their tips pointed towards the floor.

Pliers

1. Do not attempt to force pliers by using a hammer on them.
2. Do not slip a pipe over the handles of pliers to increase leverage.
3. Use pliers with insulated handles for electrical work.
4. Do not use pliers that are cracked, broken, or sprung.
5. When using diagonal cutting pliers, shield the loose pieces of cut material from flying into the air by using a cloth or your gloved hand.

Saws

1. Do not use an adjustable blade saw such as a hacksaw, coping saw, keyhole saw, or bow saw, if the blade is not taut.
2. Do not use a saw that has dull saw blades.

3. Keep hands and fingers away from the saw blade while using the saw.
4. Do not carry a saw by the blade.
5. When using a handsaw, hold the work piece firmly against the worktable.
6. Do not use woodworking equipment such as circular saws, radial saws, or jointers if they do not have guards on the saw blade.
7. Keep control of saws by decreasing downward pressure at the end of the stroke.
8. When operating scroll saws, stop the machine before removing scrap pieces from the table.
9. Clamp work when using a hole saw.

Screwdrivers

1. Always match the size and type of screwdriver blade to fit the head of the screw.
2. Do not hold the work piece against your body while using a screwdriver.
3. Do not put your fingers near the blade of the screwdriver when tightening a screw.
4. Use an awl, drill or a nail to make a starting hole for screws.
5. Do not force a screwdriver by using a hammer or pliers on it.
6. Do not use a screwdriver as a punch, chisel, pry bar or nail puller.
7. Use a screwdriver that has an insulated handle for electrical work.
8. Do not use a screwdriver if your hands are wet, oily, or greasy.
9. Do not use a screwdriver to test the charge of a battery.
10. When using a spiral ratchet screwdriver, push down firmly and slowly.

Snips

1. Wear safety glasses or safety goggles when using snips to cut materials.
2. Wear work gloves when cutting materials with snips.
3. Do not use straight cut snips to cut curves.
4. Keep the blade aligned by tightening the nut and bolt on the snips.
5. Do not use snips as a hammer, screwdriver, or pry bar.
6. Use the locking clip on the snips after use.

Vises

1. When clamping a long work piece in a vise, support the far end of the work piece by using an adjustable pipe stand, sawhorse, or box.
2. Position the work piece in the vise so that the entire face of the jaw supports the work piece.
3. Do not use a vise that has worn or broken jaw inserts, or has cracks or fractures in the body of the vise.
4. Do not slip a pipe over the handle of a vise to gain extra leverage.

HAZARDOUS MATERIALS

1. Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product used in your workplace.
2. Do not use chemicals from unlabeled containers and unmarked cylinders.

HOUSEKEEPING

1. Do not place material such as boxes or trash in walkways and passageways.
2. Sweep up shavings from around equipment such as drill presses, lathes, or planers by using a broom and a dustpan.
3. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
4. Keep walking surfaces of elevated working platforms, such as scaffolds, clear of tools and materials that are not being used.
5. Remove protruding nails or bend them down into the lumber by using a claw hammer.

6. Return tools to their storage places after use.
7. Do not use gasoline for cleaning purposes.

LADDERS AND STEP LADDERS

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber footpads, or are otherwise visibly damaged.
3. Keep ladder rungs clean and free of grease. Remove material buildup such as dirt or mud.
4. Do not use a metal ladder on rooftops or within 50 feet of electrical power lines.
5. Allow only one person on the ladder at a time.
6. Face the ladder when climbing up or down.
7. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
8. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
9. Do not stand on the top two rungs of any ladder.
10. Do not stand on a ladder that wobbles, or that leans to the left or right.
11. When using a straight ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
12. Do not move a rolling ladder while someone is on it.
13. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks, or other unstable bases.
14. Do not carry items in your hands while climbing up or down a ladder.
15. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.
16. Do not use a ladder as a horizontal platform.

LIFTING PROCEDURES

1. Plan the move before lifting; remove obstructions from your chosen pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object with your hands and fingers. Use handles when present.
10. Never lift anything if your hands are greasy or wet.
11. Wear protective gloves when lifting objects with sharp corners or jagged edges.
12. Hold objects as close to your body as possible.
13. Perform lifting movements smoothly and gradually; do not jerk the load.
14. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
15. Set down objects in the same manner as you picked them up, except in reverse.
16. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
17. Slide materials to the end of the tailgate before attempting to lift them off of a pick-up truck. Do not lift over the walls or tailgate of the truck bed.

PERSONAL PROTECTIVE EQUIPMENT

1. Do not paint or drill holes in hard hats.
2. Do not wear hard hats that are dented or cracked.
3. Wear safety glasses, goggles, or face shield when using chippers, grinders, lathes, or sanders.
4. Wear earplugs or earmuffs in areas posted "Hearing Protection Required."

PNEUMATIC TOOLS

1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
2. Do not use tools that have handles with burrs or cracks.
3. Do not use compressors if their belt guards are missing. Replace belt guards before use.
4. Turn the tool "off" and let it come to a complete stop before leaving it unattended.
5. Disconnect the tool from the airline before making any adjustments or repairs to the tool.
6. Engage positive locks on hoses and attachments before use.
7. Shut off pressure valve and disconnect airline when not in use.
8. Tag damaged or defective pneumatic tools "Out of Service" to prevent usage of the tool by other employees.

POWDER ACTUATED TOOLS

1. Only employer-authorized personnel, with a valid certification card may operate powder-actuated tools.
2. Wear safety glasses, goggles, or face shields when operating powder actuated tools.
3. Wear earplugs or earmuffs when making fastenings.
4. Do not permit bystanders in the area when using a powder-actuated tool.
5. Do not load tool until ready to make a fastening.
6. Keep tool pointed in a safe direction (away from personnel).
7. Post a sign alerting co-workers that a powder actuated tool is being used.
8. After use, lock powder actuated tools and powder loads in a container and store in a safe place such as a locker or the trunk of a car.

SCAFFOLDING

1. Follow the manufacturer's instructions when erecting the scaffold.
2. Do not work on scaffolds outside during stormy or windy weather.
3. Do not climb on scaffolds that wobble or lean to one side.
4. Initially inspect scaffold prior to mounting. Do not use a scaffold if any pulley, block, hook, or fitting is visibly worn, cracked, rusted, or otherwise damaged. Do not use a scaffold if any rope is frayed, torn, or visibly damaged.
5. Do not use any scaffold tagged "Out of Service."
6. Do not use unstable objects such as barrels, boxes, loose brick or concrete blocks to support scaffolds or planks.
7. Do not use a scaffold unless guardrails and all flooring are in place.
8. Level the scaffold after each move. Do not extend adjusting leg screws more than 12 inches.
9. Do not walk or work beneath a scaffold unless a wire mesh has been installed between the mid-rail and the toe board or planking.
10. Use safety belts and lanyards when working from scaffolds that are higher than 10 feet and that do not have top and mid-guard rails.
11. Do not climb the cross braces for access to the scaffold. Use a ladder.
12. Do not jump from, to, or between scaffolding.
13. Do not slide down cables, ropes or guys used for bracing.
14. Keep both feet on the decking. Do not sit or climb on the guardrails.
15. Do not lean out from the scaffold. Do not rock the scaffold.
16. Keep the scaffold free of scraps, loose tools, tangled lines and other obstructions.

17. Do not throw anything "overboard" unless a spotter is available. Use debris chutes or lower things by hoist or by hand.
18. Do not move a mobile scaffold with anyone on the scaffold.
19. Lock and chock wheels on rolling scaffolds before using.

STAIRWAYS, FLOORS AND OPENINGS

1. Do not work on open sided floors, elevated walkways or elevated platforms if there are no guardrails in place.
2. Stand clear of floor openings if guardrails or covers are removed or displaced.

HEAVY EQUIPMENT OPERATORS

Site Safety

1. Do not start work until barricades, barrier logs, fill or other protection have been installed to isolate the work area from local traffic.
2. Do not work outdoors during lightning storms.
3. Drink plenty of clear liquids during your breaks.
4. Take breaks in shaded areas.

Heavy Equipment Safety

General

1. No passengers are permitted on heavy equipment.
2. Keep windows and windshield clean.
3. Do not use heavy equipment if its horn or backup alarm does not sound.
4. Turn off the engine before leaving heavy equipment unattended.
5. Do not jump off of or onto any heavy equipment.
6. Keep heavy equipment in gear when going down grade. Do not use neutral.
7. Display the "Slow Moving Vehicle" sign when operating heavy equipment on roads.
8. Do not operate backhoes, power shovels and other heavy equipment within two (2) feet from the edge of an excavation.

Backhoe/Power Shovel Operations

1. Do not use a bucket or other attachments for a staging or temporary platform for workers.
2. Do not operate backhoe over or across underground utilities that are marked by paint, flagged, or staked.
3. Set swing brake of the bucket arm when moving the vehicle to and from the digging site.
4. Stay in the compartment during operation of the backhoe or power shovel. Do not reach in or attempt to operate controls from outside the backhoe or power shovel.

Forklifts Pre-Use Inspection

Do not use forklift if any of the following conditions exist:

1. The mast has broken or cracked weld-points.
2. The roller tracks are not greased or the chains are not free to travel.
3. Forks are unequally spaced or cracks exists along the blade or at the heels.
4. Hydraulic fluid levels are low.
5. Hydraulic line and fitting have excessive wear or are crimped.
6. Fluid is leaking from the lift or the tilt cylinders.
7. The hardware on the cylinders is loose.
8. Tires are excessively worn, split, or have missing tire material.
9. Air filled tires are not filled to the operating pressure indicated on the tire.
10. Batteries have cracks or holes, uncapped cells, frayed cables, broken cable insulation, loose connections, or clogged vent caps.

Starting the Forklift

- Apply the foot brake and shift gears to neutral before turning the key.

Picking up a Load

1. Square up on the center of the load and approach it straight on with the forks in the travel position.
2. Stop when the tips of your forks are about a foot from the load.
3. Level the forks and slowly drive forward until the load is resting against the backrest of the mast.
4. Lift the load high enough to clear whatever is under it.
5. Back up about one foot, then slowly and evenly tilt the mast backwards to stabilize the load.

Putting a Load Down

1. Square up and stop about one foot from desired location.
2. Level the forks and drive to the loading spot.
3. Slowly lower the load to the floor.
4. Tilt the forks slightly forward so that you do not hook the load.
5. When the path behind you is clear of obstructions, back straight out until the forks have cleared the pallet.

Stacking One Load on Top of Another

1. Stop about one foot away from the loading area and lift the mast high enough to clear the top of the stack.
2. Slowly move forward until the load is squarely over the top of the stack.
3. Level the forks and lower the mast until the load is no longer supported by the forks.
4. Look over both shoulders for obstructions and back straight out if the path is clear.

Forklift Safety Rules

1. Do not exceed the lift capacity of the forklift. Read the lift capacity plate on the forklift if you are unsure.
2. Follow the manufacturer's guidelines concerning changes in the lift capacity before adding attachments, such as wedges, to a forklift.
3. Lift the load an inch or two to test for stability: If the rear wheels are not in firm contact with the floor, take a lighter load or use a forklift with a higher lift capacity.
4. Do not raise or lower a load while you are en-route. Wait until you are in the loading area and have stopped before raising or lowering the load.
5. After picking up a load, adjust the forks so that the load is tilted slightly backward for added stability.
6. Drive with the load at a ground clearance height of 4-6 inches at the tips and 2 inches at the heels in order to clear most uneven surfaces and debris.
7. Drive at a walking pace and apply brakes slowly to stop when driving on slippery surfaces such as icy or wet floors.
8. Approach angle. □ Railroad tracks at a 45
9. Do not drive over objects in your pathway.
10. Do not drive into an area with a ceiling height that is lower than the height of the mast or overhead guard.
11. Steer wide when making turns.
12. Do not drive up to anyone standing or working in front of a fixed object such as a wall.
13. Do not drive along the edge of an unguarded elevated surface such as a loading dock or staging

- platform.
14. Obey all traffic rules and signs.
 15. Sound horn when approaching blind corners, doorways, or aisles to alert other operators and pedestrians.
 16. Do not exceed a safe working speed of five miles per hour. Slow down in congested areas.
 17. Stay a minimum distance of three truck lengths from other operating mobile equipment.
 18. Drive in reverse and use a signal person when your vision is blocked by the load.
 19. Look in the direction that you are driving; proceed when you have a clear path.
 20. Do not use bare forks as a man-lift platform.
 21. Do not drive the forklift while people are on the attached man-lift platform.
 22. Drive loaded forklifts forward up ramps.
 23. Raise the forks an additional two inches to avoid hitting or scraping the ramp surface as you approach the ramp.
 24. Drive loaded forklifts in reverse when driving down a ramp.
 25. Drive unloaded forklifts in reverse going up a ramp and forward going down a ramp.
 26. Do not attempt to turn around on a ramp.
 27. Do not use "Reverse" to brake.
 28. Lower the mast completely, turn off the engine, and set the parking brake before leaving your forklift.

HEAVY EQUIPMENT OPERATORS

Personal Protective Equipment

1. Wear hard hats, hearing protection and safety goggles while operating heavy equipment.
2. Do not wear hard hats that are dented or cracked.
3. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.

General Hand Tool Safety

1. Keep the blade of all cutting tools sharp.
2. Do not use a tool if its handle has splinters, burrs, cracks, splits or if the head of the tool is loose.
3. Tag worn, damaged, or defective tools "Out of Service" and do not use them.
4. Do not use impact tools such as hammers or chisels that have mushroomed heads.
5. When handing a tool to another person, direct sharp points, and cutting edges away from yourself and the other person.
6. When using knives, shears or other cutting tools, cut in a direction away from your body.
7. Carry all sharp tools in a sheath or holster.
8. Do not perform "make-shift" repairs to tools.
9. Do not use "cheaters" on load binders or "boomers."
10. Do not carry tools in your hand when climbing. Carry tools in tool belts or hoist the tools to the work area using a hand line.
11. Do not throw tools from one location to another or from one employee to another.

Pneumatic Tools

1. Do not point a charged compressed air hose at bystanders or use it to clean your clothing.
2. Lock and/or tag tools "Out of Service" to prevent usage of the tool.
3. Do not use tools that have handles with burrs or cracks.
4. Do not use compressors if their belt guards are missing. Replace belt guards before using the compressor.
5. Turn the power switch of the tool to "Off" and let it come to a complete stop before leaving it unattended.

6. Disconnect the tool from the airline before making any adjustments or repairs to the tool.

Lifting Equipment

1. Do not use chain slings if links are cracked, twisted, stretched, or bent.
2. Do not shorten slings by using makeshift devices such as knots or bolts.
3. Do not use a kinked chain.
4. Protect slings from the sharp edges of their loads by placing pads over the sharp edges of the items that have been loaded.
5. Wear work gloves when handling rough, sharp-edged, or abrasive chains, cables, ropes, or slings.
6. Do not alter or remove the safety latch on hooks. Do not use a hook that does not have a safety latch, or if the safety latch is bent.

When Lifting

1. Do not place your hands between the sling and its load when the sling is being tightened around the load.
2. Lift the load from the center of hooks, not from the point.

GENERAL LABOR PERSONNEL

Site Safety

1. Do not start work until barricades, barrier logs, fill or other protection have been installed to isolate the work area from local traffic.
2. Reflective warning vests must be worn by traffic flagmen who are assigned to controlling traffic.
3. Do not approach any heavy equipment until the operator has seen you and has signaled to you that it is safe to approach.
4. Walk around or step over holes, rocks, roots, materials or equipment in your pathway.
5. Do not work outdoors during lightning storms.
6. Drink plenty of clear liquids during your breaks.
7. Take breaks in shaded areas.

Knives/Sharp Instruments

1. Use knives for the operation for which they are made.
2. Do not use knives that have broken or loose handles.
3. Do not use knives as screwdrivers, pry bars, can openers or ice picks.
4. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
5. Cut in the direction away from your body when using knives.

Hand Tool Safety

General

1. Keep the blade of all cutting tools sharp.
2. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, chisels or files in your pocket unless the tool or pocket is sheathed.
3. Tag worn, damaged, or defective tools "Out of Service" and do not use them.
4. Do not use a tool if its handle has splinters, burrs, cracks, splits or if the head of the tool is loose.
5. Do not use impact tools such as hammers, steel stakes, or chisels that have mushroomed heads.
6. Do not perform "make-shift" repairs to tools.
7. Do not throw tools from one location to another or from one employee to another.

8. Transport hand tools only in toolboxes or tool belts. Do not carry tools in your clothing.

Hammers

1. Do not use a hammer if your hands are oily, greasy, or wet.
2. Do not strike objects with the cheek of the hammer.
3. Do not strike one hammer against another hammer.

Pliers

1. Do not attempt to force pliers by using a hammer on them.
2. Do not use pliers that are cracked, broken, or sprung.

Saws

1. Keep control of saws by releasing downward pressure at the end of the stroke.
2. Do not use a saw that has dull saw blades.
3. Oil saw blades after each use.
4. Keep hands and fingers away from the saw blade while you are using the saw.
5. Do not carry a saw by the blade.
6. When using a handsaw, hold the work piece firmly against the worktable.

Electrical Powered Tools

1. Do not use power equipment or tools on which you have not been trained.
2. Keep power cords away from path of power saws.
3. Do not use cords that have splices, exposed wires, or cracked or frayed ends.
4. Do not carry plugged in equipment or tools with your finger on the switch.
5. Do not carry equipment or tools by the cord.
6. Turn the tool off before plugging or unplugging it.
7. Do not leave tools that are "On" unattended.
8. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors or wet ground.
9. Do not use extension cords or other grounded three pronged power cords that have the ground prong removed or broken off.
10. Do not use an adapter that eliminates the ground such as a cheater plug.
11. Do not drive over, drag, step on or place objects on a cord.

General Power Saw Safety

1. Wear the prescribed personal protective equipment such as goggles, gloves, dust masks, and hearing protection when operating the power saw.
2. Do not use a power saw that has cracked, broken, or loose guards or other visible damage.
3. Turn off the saw before making measurements, adjustments, or repairs.
4. Keep your hands away from the exposed blade.
5. Operate the saw at full cutting speed with a sharp blade to prevent kickbacks.
6. If the saw becomes jammed, turn the power switch of the saw to "OFF" before pulling out the incomplete cut.
7. Do not alter the anti-kickback device or blade guard.
8. When using the power saw, do not reach across the cutting operation.
9. When using the power saw, do not hold the work piece against your body when making the cut.

Pneumatic Tools/Compressed Air

1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
2. Do not use pneumatic tools that have handles with burrs or cracks.
3. Lock and/or tag tools "Out of Service" to prevent usage of the tool.

4. Do not use compressors if their belt guards are missing. Replace the belt guards before using the compressor.
5. Turn the power switch of the tool to "Off" and let it come to a complete stop before leaving it unattended.
6. Disconnect the tool from the airline before making any adjustments or repairs to the tool.

Personal Protective Equipment

1. Do not wear hard hats that are dented or cracked.
2. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
3. Wear your earplugs or earmuffs in areas posted "Hearing Protection Required."
4. Wear heavy leather-faced work gloves when handling wire-mesh.

Hazardous Materials

1. Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product you will be using in your workplace.
2. Do not use protective clothing or equipment that has split seams, pinholes, cuts, tears, or other visible signs of damage.
3. Each time you use your gloves, wash them, before removing the gloves, using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.
4. Do not use chemicals from unlabeled containers or unmarked cylinders.
5. Always use chemical goggles and a face shield before handling chemicals labeled "Corrosive" or "Caustic."
6. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic."
7. Do not smoke while handling chemicals labeled "Flammable".

Vehicle/Trailer Safety

Vehicle Safety

- A. Drive on the graded roadways that have been leveled for this purpose.
- B. Turn on low-beam headlights when driving on the site.
- C. Hold onto vehicle when stepping out of it onto loose ground, holes, or rocks.
- D. Tools and materials shall be secured to prevent movement when transported in the same compartment with employees.
- E. Do not exceed the maximum number of people for which the vehicle is designed to transport.
- F. Do not operate a loaded vehicle or load it, by means of cranes, power shovels, loaders, or similar equipment, if the vehicle does not have a cab shield and/or canopy to protect you from shifting or falling materials.

G. Fueling Vehicles

- Turn the vehicle off before fueling.
 - Do not smoke while fueling a vehicle.
 - Wash hands with soap and water if you spill gasoline on them.
 - Do not carry extra fuel on any vehicle except in a properly mounted fuel tank approved by your employer.
- H. Driving Rules
- Shut all doors and fasten your seat belt before moving the vehicle.
 - Obey all traffic patterns and signs at all times.
 - Maintain a three point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.

- Drive up the slope or down the slope not across the slope.

Trailer Safety

- Set the parking brake in the towing vehicle and use wheel blocks to chock the wheels of the trailer before removing the kettle from the trailer.
- Permit no one to ride in the trailer.
- Use ramps to load and unload kettles and equipment from the trailer.
- Take slow, wide turns when towing trailers.
- Do not exceed the load capacity as posted on the trailer door of the trailer.
- Do not place all the heavy equipment on one side of the trailer.
- Secure equipment and fuel tanks to the vehicle with chains or straps to eliminate or minimize shifting of the load.
- Do not mount or dismount equipment on the traffic side.

LATHERS

Lifting Safety (Bags, Cans, Buckets)

- Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
- Face the load.
- Bend at the knees, not at the back.
- Keep your back straight.
- Get a firm grip on the object with your hands and fingers. Use handles when present.
- Perform lifting movements smoothly and gradually; do not jerk the load.
- Hold objects as close to your body as possible.
- If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
- Set down objects in the same manner as you picked them up, except in reverse.
- Slide materials to the end of the tailgate before attempting to lift them off a pick-up truck. Do not lift over the walls or tailgate of the truck bed.

Sandblasting

- Only authorized personnel may use blasting equipment.
- Wear your eye protection, respirator, and protective clothing when blasting.
- Visually inspect hoses or fittings on blasting equipment for wear and tear prior to use. Do not use if the hose or fitting is cracked or otherwise damaged.
- Post area, "Unauthorized personnel keep out".
- When working outdoors, keep shirts on to avoid bruises, dehydration, and sunburn.

Restoration Job and Asbestos is Suspected

- Do not perform asbestos removal operations, unless you have been trained, qualified, and certified in asbestos removal procedures.
- Use the respirator that has been fit tested and assigned to you by your supervisor.
- Always assume that materials used prior to 1976, such as plaster and blown insulation contain asbestos.
- Do not use sanders or power devices that may create dust or airborne particles.
- Do not dry scrape, bead blast or mechanically pulverize any existing plaster or blown insulation.

Fiberglass Batts or Sprayed-on Insulation

- A. Do not take work clothes home when exposed to sprayed-on insulation or fiberglass batts.
- B. Change your work clothes before leaving the job site.
- C. Place work clothes contaminated with fiberglass or sprayed-on insulation in a closed labeled container approved by your employer.
- D. Use your respirator when working with sprayed-on insulation or fiberglass.

Respiratory Protection

- A. Shave daily to prevent facial hair from interfering with the face seal of the respirator.
- B. Clean and return respirators to their carrying cases or cartons and store them in your locker or in a designated storage area as instructed by your employer when the work is completed.
- C. Only use the respirator that has been fitted and issued to you.

Infection Control

- A. Wash your hands after removing your gloves with soap or mild detergent and water before eating, smoking, using the toilet, or any areas of the body that may have contacted cementitious mixtures, pastes or spray-on insulation at the end of each workday.
- B. Use a mechanic's cream hand cleaner such as "Go-Jo" or "Humus" where water is not readily available.

FINISHING PERSONNEL-(tapping, bedding, sanding) Hazardous Materials

Mixing Cementitious Components

- A. Apply Vaseline to exposed skin surfaces on your arms and hands prior to handling plaster, lime or any cementitious mixtures.
- B. Do not handle lime or cementitious mixtures if you have open cuts or scratches on exposed skin surfaces such as your arms or hands.
- C. Use personal protective clothing or equipment such as canvas gloves and protective eyewear, to avoid cement poison or burns.
- D. Open doors, windows, and turn the power switch of the local exhaust fans to "On" when working indoors.

Applying Exterior Finishes (scratch coats, coquina, stucco installations, etc.)

- A. Do not use a metal ladder on rooftops or within 50 feet of electrical power lines.
- B. Do not block the walking surfaces of elevated working platforms, such as scaffolds, with tools or materials that are not being used.
- C. When working outdoors, drink plenty of fluids and keep shirts on to avoid dehydration and sunburn.

Using Joint Compounds

- A. Wear protective gloves when handling compounds or chemicals from containers labeled "Flammable," "Toxic," "Caustic" or "Poisonous" and wash your hands after removing the gloves.
- B. Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each joint compound or chemical product used in your

- workplace.
- C. Each time you use your gloves, wash your gloves before removing them using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.
 - D. Do not use joint/filler compounds or chemicals from unlabeled containers.
 - E. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic."
 - F. Always use goggles and gloves when handling joint/filler compounds or chemicals labeled "Corrosive" or "Caustic."

Applying Finishes: Plaster, Coquina, Popcorn, or other

- A. Do not smoke or eat while performing stucco or "popcorn" finishes.
- B. Stand clear of mixing or blowing operations.
- C. Do not stand, work, or operate pneumatic equipment such as blowers with hoses within three feet of any unprotected roof opening or within five feet of any unprotected roof edge.

Job Site Safety

- A. Do not walk on or under partially demolished walls or floors.
- B. Stop working outdoors and seek shelter during lightning storms.
- C. Walk around or duck under protruding framing or ductwork and limbs.
- D. Do not walk on fallen trees; walk on the ground.
- E. Keep combustible liquids stored and covered in approved containers.

Personal Protective Equipment

- A. Wear your safety glasses when mixing plaster ingredients and additives, applying spackling, finishing ceilings, or sanding.
- B. Wear dust mask or respirator when emptying sacks of dry material such as additives for fireproofing or plaster ingredients.
- C. Use lifelines, safety harnesses, or lanyards when you are working higher than 6 feet off the ground.
- D. Wear safety glasses while plastering, applying mud, or sanding.
- E. Wear safety goggles when using power tools or when applying a finishing material.

Manual Stacking and Handling Material

- A. Store all wallboard flat.
- B. Do not store boards vertically, this practice will damage the edges creating unstable stacks.
- C. Stand each board vertically on its side as close to the edge of the pile as possible, tilt the board toward the stack, and let the board drop freely on top of the stack.
- D. Do not allow boards to overhang more than an inch. Align flush all boards, to keep the boards from becoming unstable and topple on someone while restacking.
- E. Use a co-worker to assist handling the boards when stocking. Coordinate and communicate your movements with those of your co-worker.

Stacking Material (Sheet rock, gypsum, foam boards, etc.)

- A. When stacking panels by hand, position the panels sideways slightly in front of you, so you do not have to reach over your head or twist your body to lift these materials.

- B. Position panels to lean flat against a wall and do not wobble or slide.
- C. Push and slide panels along their edge or get assistance from a co-worker.

ELECTRICIANS

Hot Line Safety

1. Clean all protective line equipment after each use, prior to storage.
2. Wear rubber gloves or use hot sticks when removing tree branches, limbs, or similar objects from contact with high voltage lines, panels, or equipment.
3. Do not wear rubber protective gloves while climbing or descending a pole.
4. Wear 100% cotton or flame resistant shirts or jumpers (with sleeves rolled down) and protective hats when working on or near live parts, lines, and panels or when climbing poles.
5. Wear body belts with straps or lanyards when working at an elevated position (poles, towers, etc.).
6. Visually inspect body belts and straps before use for defects, wear, and damage.
7. When working with lines of 600 volts or more:
 - Wear rubber gloves or use hot sticks when placing protective equipment on/around energized voltage conductors.
 - Do not work on the line that is removed from service until the line is cleared, tagged, tested, and grounded.
 - Treat bare wire communication conductors on structures as energized lines unless they are protected by insulated conductors.
8. Treat bare wire communication conductors on power poles and structures as energized lines (with voltages in excess of 600 volts) unless the conductors are protected by insulating materials.
9. Do not remove any ground until all employees are clear of the temporary grounded lines or equipment.
10. After a capacitor has been disconnected from its source of supply, wait five minutes before short-circuiting and grounding it.
11. Do not contact the terminals, jumpers, or line wires connected directly to capacitors until the capacitors have been short-circuited and/or grounded.
12. Visually inspect and wipe down all hot line tools each day before use.
13. Do not wear rubber gloves with protectors while using hot line tools.
14. Do not use defective hot line tools. Mark them as defective and turn them in for repair or replacement.

Stringing/Removing Deenergized Conductors

1. Keep conductors that are being strung in or removed under positive control to prevent accidental contact with energized circuits.
2. Do not exceed the load rating for stringing lines, pulling lines, sock connections or load-bearing hardware and accessories.
3. Do not use defective pulling lines or defective accessories. Mark the defective items and turn them in for repair or replacement.
4. Do not use conductor grips on wire ropes unless the grips are designed for that particular purpose.
5. If an existing line that crosses over a conductor is to be deenergized, ground the line on both sides of the crossing or treat the conductor being crossed as energized.

Bus/Bus Room Safety

1. Do not enter or work in the bus room alone.
2. Do not leave the bus room doors open.

3. Do not carry any tools or materials above your waist while in the bus room.
4. Do not work on any bus, bus structure, cable, or disconnect switch unless it is grounded.

General Electrical Device/Fixture Installation Safety

1. Assume all electrical wires as live wires.
2. Turn the main switch to "Off" before removing and replacing power fuses.
3. Do not wear watches, rings or other metallic objects that could act as conductors of electricity around electrical circuits.
4. Before leaving the job, test insulators, and equipment to ensure they are free from defects.
5. Do not work near any circuit that is in service without first installing barricades approved by your supervisor.
6. Do not touch field brushes or a synchronous motor until the motor is up to synchronous speed and the field switch is closed.

PAINTING PERSONNEL

Painting Safety

1. Store rags that have oil or paint on them in closed metal containers labeled "oily rags".
2. Press the pressure relief valve on painting canisters and painting guns prior to disconnecting them.
3. Do not store food or eat where spray painting is being performed.
4. Close the lids of containers of paint and thinner tightly after each use or when not being used.

PLUMBERS

General Installation Rules & Guidelines

1. Do not begin working until barricades, warning signs or other protective devices have been installed to isolate the work area from local traffic.
2. Do not walk under partially demolished walls or floors.
3. Stop working outdoors and seek shelter during lightning storms.
4. When working outside, keep shirts on to avoid dehydration and sunburn.
5. Drink plenty of clear liquids during your breaks.
6. If you discover a wasp nest or bee hive while installing or servicing equipment, use the long distance aerosol insecticide labeled "Wasp and Bee Insecticide" to spray the nest. Test with the stick or pole once again to ensure that all bees/wasps are gone before continuing work.
7. Seek first aid immediately if bitten or stung by wasps or bees. Follow First Aid Procedures.
8. Do not handle caterpillars or other insects with your bare hands.
9. Do not use a metal ladder within 50 feet of electrical power lines.
10. Do not block the walking surfaces of elevated working platforms, such as scaffolds, with tools or materials that are not being used.
11. Do not stand on sinks, toilets, or cabinets; use a stepladder.
12. Do not work on open sided floors, elevated walkways, or elevated platforms if there are no guardrails in place.
13. Do not handle hot items such as hot water heaters or water/steam lines with your bare hands; use cloth gloves.
14. Open the gate valve to release the pressure from the steam lines and turn off the boiler before servicing piping equipment.

ROOFING PERSONNEL

Housekeeping

1. Do not place materials such as tools, boxes, buckets, or trash in walkways and passageways.
2. Do not kick objects out of your pathway; pick them up or push them out of the way.
3. Do not throw matches, cigarettes or other smoking materials into trash bins.

4. Do not store or leave items on stairways.
5. Do not block or obstruct stairwells, exits, or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
6. Do not leave loose tools, lunch boxes or other items on rooftop. Return tools to their storage places after use.
7. Keep walking surfaces of elevated working platforms, such as scaffolds and equipment access pads on roofs, clear of tools and materials that are not being used.
8. Remove protruding nails or bend them down into the lumber by using a claw hammer.
9. Do not use gasoline for cleaning purposes.
10. Sweep up scraps and debris from around equipment such as drill presses, punches, or power shears by using a broom and a dustpan.
11. Do not drop debris through roof top openings unless the area below has been barricaded at least 6 feet out from all edges of the opening.
12. Do not use gasoline for cleaning purposes.

Lifting Procedures

General

1. Plan the move before lifting; remove obstructions from your chosen pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks, and carts or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Never lift anything if your hands are greasy or wet.
6. Wear protective gloves approved by your supervisor when lifting objects with sharp corners or jagged edges.
7. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

When Lifting

1. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
2. Face the load.
3. Bend at the knees, not at the back.
4. Keep your back straight.
5. Get a firm grip on the object with your hands and fingers. Use handles when present.
6. Perform lifting movements smoothly and gradually; do not jerk the load.
7. Hold objects as close to your body as possible.
8. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
9. Set down objects in the same manner as you picked them up, except in reverse.
10. Slide materials to the end of the tailgate before attempting to lift them off a pick-up truck. Do not lift over the walls or tailgate of the truck bed.

Ladder and Step Ladder Safety

1. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber footpads or are otherwise visibly damaged.
2. Keep ladder rungs clean of grease. Remove buildup of material such as dirt, debris, or mud.
3. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
4. Do not stand on the top two rungs of any ladder.
5. Do not stand on a ladder that wobbles or that leans to the left or right.

6. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.
7. One person shall be on the ladder at a time.
8. Do not use a ladder as a horizontal platform.
10. Secure the ladder in place by having another employee hold it.
12. Face the ladder when climbing up or down.
13. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
14. Do not carry items in your hands while climbing up or down a ladder.
15. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
16. Do not use a metal ladder on rooftops or within 50 feet of electrical power lines.
17. Do not jump from rooftops, chimneystacks, or ladders.
18. Do not use scrap lumber, bundles of shingles, or any other types of makeshift stacks or bundles of building materials as improvised climbing devices.

Personal Protective Equipment

1. Do not drill holes in or paint your hard hat.
2. Do not wear hard hats that are dented or cracked.
3. Wear the chemical goggles when using, applying, or handling chemical liquids or powders from containers labeled "Caustic" or "Corrosive."
4. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
5. Wear your earplugs or earmuffs in areas posted "Hearing Protection Required."
6. When handling hot tar, wear clothing made of cotton or non-synthetic fibers. Wear long sleeve shirts, long pants, and gloves.
7. Use lifelines, safety harnesses, or lanyards when you are working higher than 6 feet off the ground.
8. Wear safety goggles while reaming, drilling, welding or cutting metal.
9. Wear leatherwork gloves when handling rough, sharp-edged, or abrasive material such as chains, cables ropes, or slings. Wear snug fitting gloves with cuffs that will extend up under the buttoned shirtsleeves.
10. Wear laced high-top work boots at all times except when working on roofs steeper than 4:12 or when applying special roofing materials that require other types of shoes.
11. Wear your hard hats at all times when someone is working above you.
12. Wear safety goggles when tearing off roofs, when using power tools or when installing coal tar pitch roofing material.
13. Use face cream when working with coal tar pitch.
14. Do not take work clothes home when exposed to coal tar pitch volatiles.
15. Change your work clothes before leaving the job site.
16. Place work clothes contaminated with coal tar pitch volatiles in a closed labeled container approved by your employer.

When Respirators are Provided

1. Shave daily to prevent facial hair from interfering with the face seal of the respirator.
2. Do not wear contact lenses when wearing a respirator.
3. Clean and return respirators to their carrying cases or cartons and store them in your locker or in a designated storage area as instructed by your employer when the work is completed.
4. Only use the respirator that has been fitted and issued to you.
5. Use your respirator when working with coal tar pitch.

Infection Control

1. Wash your hands after removing your gloves with soap or mild detergent and water before eating, smoking, using the toilet, or any areas of the body that may have contacted these volatiles at the end of each workday.
2. Use a mechanic's cream hand cleaner such as "Go-Jo" or "Humus" where water is not readily available.

Scaffolding

1. Follow the manufacturer's instructions when erecting the scaffold.
2. Do not work on scaffolds outside during stormy or windy weather.
3. Do not climb on scaffolds that wobble or lean to one side.
4. Initially inspect the scaffold prior to mounting it. Do not use a scaffold if any pulley, block, hook, or fitting is visibly worn, cracked, rusted, or otherwise damaged. Do not use a scaffold if any rope is frayed, torn, or visibly damaged.
5. Do not use any scaffold tagged "Out of Service."
6. Do not use unstable objects such as bundles of shingles, steel drums or cans, crates, loose brick or concrete blocks to support scaffolds or planks.
7. Do not work on platforms or scaffolds unless they are fully planked.
8. Do not use a scaffold unless guardrails and all flooring are in place.
9. Do not use strips of felt or any building material as a makeshift guardrail. Utilize guardrail system as outlined per manufacturers' instructions.
10. Level the scaffold after each move. Do not extend adjusting leg screws more than 12 inches.
11. Do not walk or work beneath a scaffold unless a wire mesh has been installed between the midrail and the toe board or planking.
12. Use your safety belts and lanyards when working on scaffolding at a height of 10 feet or more above ground level. Attach the lanyard to a secure member of the scaffold.
12. Do not climb the cross braces for access to the scaffold. Use the ladder.
13. Do not jump from, to or between scaffolding.
14. Do not slide down cables, ropes or guys used for bracing.
15. Keep both feet on the decking. Do not sit or climb on the guardrails.
16. Do not lean out from the scaffold. Do not rock the scaffold.
17. Keep the scaffold free of roofing material scraps, loose tools, and other obstructions.
18. Do not throw anything "overboard" unless a spotter is available. Use the debris chutes or lower things by hoist or by hand.
19. Do not move a mobile scaffold if anyone is on the scaffold.
20. Prior to using a rolling scaffold, chock the wheels with wheel blocks and lock them by using your foot to depress the wheel lock.

Lifting Equipment (chains, cables, ropes, slings, etc.)

1. Do not use chain slings if links are cracked, twisted, stretched, or bent.
2. Fabricate all wire in wire rope slings by using thimbles; do not form eyes by using wire clips or knots.
3. Do not shorten slings by using makeshift devices such as knots or bolts.
4. Do not use a kinked chain.
5. Protect slings from the sharp edges of their loads by placing pads over the sharp edges of the items that have been loaded.
6. Do not place your hands between the sling and its load when the sling is being tightened around the load.
7. Wear work gloves when handling rough, sharp-edged, or abrasive material such as chains, cables, ropes, or slings.
8. Do not alter or remove the safety latch on hooks. Do not use a hook that does not have a safety

- latch or if the safety latch is bent.
9. Lift the load from the center of the hooks, not from the point.
 10. Do not use a ground-operated hoist in which the safety latch on the hook has been removed, is bent, or is otherwise visibly damaged.

Forklift Safety

General

1. Only authorized and trained personnel are allowed to operate the forklifts.
2. Apply the foot brake and shift gears to neutral before turning the key.
3. Do not use bare forks as a man-lift platform.
4. Steer the forklift wide when making turns.
5. Sound the forklift horn when approaching blind corners, doorways, or aisles to alert other operators and pedestrians.

Lifting

1. Do not exceed the lift capacity of the forklift. Read the lift capacity plate on the forklift if you are unsure.
2. Follow the manufacturer's guidelines concerning changes in the lift capacity before adding an attachment to a forklift.
3. Lift the load an inch or two to test for stability; if the rear wheels are not in firm contact with the floor, take a lighter load or use a forklift that has a higher lift capacity.
4. Do not raise or lower a load while you are enroot. Wait until you are in the loading area and have stopped before raising or lowering the load.
5. After picking up a load, adjust the forks so that the load is tilted slightly backward for added stability.
6. Raise the forks an additional two inches to avoid hitting or scraping the ramp surface as you approach the ramp.
7. Do not drive the forklift while people are on the attached man-lift platform.
8. Drive unloaded forklifts in reverse when going up a ramp and forward when going down a ramp.
9. Drive a loaded forklift in a forward gear when going up a ramp. Upon approaching the ramp, raise the forks an additional two inches to avoid hitting or scraping the ramp surface.
10. Do not attempt to turn the forklift around on a ramp.
11. Do not use a gear for the opposite direction of travel as a means to slow down or stop the forklift.
12. Lower the mast completely, turn the engine off, and set the parking brake before leaving your forklift.

Specific Operations

Picking up a Load

1. "Square up" on the center of the load and approach it straight on with the forks in the travel position.
2. Stop when the tips of your forks are about a foot from the load.
3. Level the forks and slowly drive forward until the load is resting against the backrest of the mast.
4. Lift the load high enough to clear whatever is under it.
5. Back up about one foot, and then slowly and evenly tilt the mast backwards to stabilize the load.

Putting a Load Down

1. "Square up" and stop about one foot from the desired location.
2. Level the forks and drive to the loading spot.
3. Slowly lower the load to the floor.

4. Tilt the forks slightly forward so that you do not hook the load.
5. When the path behind you is clear of obstructions, back straight out until the forks have cleared the pallet.

Stacking One Load on Top of Another

1. Stop about one foot away from the loading area and lift the mast high enough to clear the top of the stack.
2. Slowly move forward until the load is squarely over the top of the stack.
3. Level the forks and lower the mast until the forks no longer support the load.
4. Look over both shoulders for obstructions and back straight out if the path is clear.

Job Site Safety

1. Do not walk under partially demolished walls or floors.
2. Stop working outdoors and seek shelter during lightning storms.
3. Do not begin working until barricades, warning signs or other protective devices have been installed to isolate the work area.
4. Do not throw or toss debris outside barricaded areas.
5. Walk around or step over holes, rocks, and roots in your pathway.
6. Stay clear of all trucks, forklifts, cranes, and other heavy equipment when in operation.
7. Do not approach any heavy equipment until the operator has seen you and has signaled to you that it is safe to approach.
8. Walk around or duck under protruding branches and limbs.
9. Do not walk on fallen trees; walk on the ground.
10. Do not clear brush by hand within 100 ft. of heavy equipment operations.
11. Keep combustible liquids stored and covered in approved containers.

Vehicular Safety (trucks and all terrain vehicles).

General

1. Drive on the graded roadways that have been leveled for this purpose.
2. Turn on low-beam headlights when driving on the site.
3. Drive up the slope or down the slope, not across the slope.
4. Hold onto vehicle when stepping out of it onto loose ground, holes, or rocks.
5. Tools and materials shall be secured to prevent movement when transported in the same compartment with employees.
6. Do not exceed the maximum number of people for which the vehicle is designed to transport.
7. Do not operate a loaded vehicle or load it, by means of cranes, power shovels, loaders, or similar equipment, if the vehicle does not have a cab shield and/or canopy to protect you from shifting or falling materials.
8. Do not carry extra fuel on any vehicle except in a properly mounted fuel tank approved by your employer.

Fueling Vehicles

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on them.

Driving Rules

1. Shut all doors and fasten your seat belt before moving the vehicle.
2. Obey all traffic patterns and signs at all times.
3. Maintain a three point contact using both hands and one foot or both feet and one hand when

- climbing into and out of vehicles.
4. Drive up the slope or down the slope not across the slope.

Trailer Safety

1. Set the parking brake in the towing vehicle and use wheel blocks to chock the wheels of the trailer before removing the kettle from the trailer.
2. Permit no one to ride in the trailer.
3. Use ramps to load and unload kettles and equipment from the trailer.
4. Take slow, wide turns when towing trailers.
5. Do not exceed the load capacity as posted on the trailer door of the trailer.
6. Do not place all the heavy equipment on one side of the trailer.
7. Secure equipment and fuel tanks to the vehicle with chains or straps to eliminate or minimize shifting of the load.
8. Do not mount or dismount equipment on the traffic side.

Hand/Power Tool Safety

General

1. Use tied off containers to keep tools from falling off scaffolds and other elevated work platforms.
2. Carry all sharp tools in a sheath or holster.
3. Tag worn, damaged, or defective tools "Out of Service" and do not use them.
4. Do not use a tool if its handle has splinters, burrs, cracks, splits or if the head of the tool is loose.
5. Do not use impact tools such as hammers, chisels, punches, or steel stakes that have mushroomed heads.
6. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, aviation snips, scrapers, chisels or files in your pocket unless the tool or your pocket is sheathed.
7. Do not perform "make-shift" repairs to tools.
8. Do not use "cheaters" on load binders or "boomers."
9. Do not carry tools in your hand when you are climbing. Carry tools in tool belts or hoist the tools to the work area using a hand line.
10. Do not throw tools from one location to another, from one employee to another or from scaffolds or other elevated platforms.
11. Only transport hand tools in toolboxes or tool belts. Do not carry tools in your clothing.

Hammers

1. Use a claw hammer for pulling nails.
2. Do not strike nails or other objects with the "cheek" of the hammer.
3. Do not strike a hardened steel surface, such as a cold chisel, with a claw hammer.
4. Do not strike one hammer against another hammer.
5. Do not use a hammer if your hands are oily, greasy, or wet.
6. Do not use a hammer as a wedge, a pry bar or for pulling large spikes.

Snips

1. Wear safety glasses or safety goggles when using snips to cut materials.
2. Wear work gloves when cutting materials with snips.
3. Do not use straight cut snips to cut curves.
4. Keep the blade aligned by tightening the nut and bolt on the snips.
5. Do not use snips as a hammer, screwdriver, or pry bar.
6. Engage the locking clip on the snips after use.

Screwdrivers

1. Always match the size and type of screwdriver blade to fit the head of the screw.
2. Do not hold the work piece against your body while using a screwdriver.
3. Do not put your fingers near the blade of the screwdriver when tightening a screw.
4. Use an awl, drill or a nail to make a starting hole for screws.
5. Do not force a screwdriver by using a hammer or pliers on it.
6. Do not use a screwdriver as a punch, chisel, pry bar or nail puller.
7. Do not carry a screwdriver in your pocket.
8. Do not use a screwdriver if your hands are wet, oily, or greasy.
9. When using a spiral ratchet screwdriver, push down firmly and slowly.

Powder Actuated Tools

1. Wear impact resistant safety goggles or face shields when operating any powder actuated tools.
2. Do not attempt to fasten through a pre-drilled hole unless the powder actuated tool has a hole locator.
3. Keep your head and body behind the powder-actuated tool when firing it.
4. Before using powder actuated tools do not alter, bypass or remove the shield or guard at the muzzle end of the powder-actuated tool.
5. Do not load a powder-actuated tool until you are ready to fire it.

Hydraulic/Pneumatic Tools

1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
2. Lock and/or tag tools "Out of Service" to prevent usage of the tool.
3. Do not use tools that have handles with burrs or cracks.
4. Do not use compressors if their belt guards are missing. Replace belt guards before use.
5. Turn the tool "off" and let it come to a complete stop before leaving it unattended.
6. Disconnect the tool from the airline before making any adjustments or repairs to the tool.

Heat Exhaustion/Sun Exposure

- Keep shirts on to avoid dehydration and sunburn.

Knives/Sharp Instruments

1. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
2. Cut in the direction away from your body when using knives.
3. Use the knife that has been sharpened; do not use knives that have dull blades.
4. Use knives for the operations for which they are made.
5. Do not use knives that have broken or loose handles.
6. Do not use knives as screwdrivers, pry bars, or can openers.
7. Do not pick up knives by their blades.
8. Carry knives with their tips pointed towards the ground.
9. Do not carry knives, scissors or other sharp tools in your pockets or an apron unless they are first placed in their sheath or holder.
10. Do not attempt to catch a falling knife.
11. Store knives in knife blocks or in sheaths after using them.

Electrical Safety

1. Do not use power equipment or tools on which you have not been trained.
2. Keep power cords away from the path of drills, metal shears, power presses, grinders, and other tools or equipment that can splice or cut the power cord.

3. Do not use cords that have splices, exposed wires, or cracked or frayed ends.
4. Do not carry plugged in equipment or tools with your finger on the switch.
5. Do not carry equipment or tools by the cord.
6. Disconnect the tool from the outlet by pulling on the plug, not the cord.
7. Turn the tool off before plugging or unplugging it.
8. Do not leave tools that are "On" unattended.
9. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
10. Do not operate spark inducing tools such as grinders, drills, or saws near containers labeled "Flammable" or in an explosive atmosphere such as a paint spray booth.
11. Turn off the electrical tool and unplug it from the outlet before attempting repairs or service work. Tag the tool "Out of Service."
12. Do not use extension cords or other three pronged power cords that have a missing prong.
13. Do not use an adapter such as a cheater plug that eliminates the ground.
14. Do not plug multiple electrical cords into a single outlet.
15. Do not run extension cords through doorways, through holes in ceilings, walls, or floors.
16. Do not stand in water or on wet surfaces when operating power hand tools or portable electrical appliances.
17. Do not use a power hand tool to cut wet or water soaked building materials.
18. Do not use a power hand tool while wearing wet cotton gloves or wet leather gloves.
19. Never operate electrical equipment barefooted. Wear rubber-soled or insulated work boots.
20. Do not operate a power hand tool or portable appliance that has a frayed, worn, cut, improperly spliced, or damaged power cord.
21. Do not operate a power hand tool or portable appliance if a prong from the three-pronged power plug is missing or has been removed.
22. Do not operate a power hand tool or portable appliance that has a two-pronged adapter or a two-conductor extension cord.
23. Do not operate a power hand tool or portable appliance while holding a part of the metal casing or while holding the extension cord in your hand. Hold all portable power tools by the plastic handgrips or other nonconductive areas designed for gripping purposes.

Hazardous Materials

When Using Chemicals to Seal Metals

1. Wear protective gloves when handling chemicals from containers labeled "Flammable," "Toxic," "Caustic" or "Poisonous" and wash your hands after removing the gloves.
2. Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product used in your workplace.
3. Each time you use your gloves, wash your gloves before removing them using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.
4. Do not use chemicals from unlabeled containers and unmarked cylinders.
5. Do not perform "hot work" such as welding, metal grinding, or other spark producing operations within 50 feet of containers labeled "Flammable" or "Combustible."
6. Do not drag containers labeled "Flammable."
7. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic."
8. Always use chemical goggles and a face shield before handling chemicals labeled "Corrosive" or "Caustic."

Power Hoist Safety

1. Use manufacturer approved counter weights to secure the hoist. Do not use roofing materials such as rolls of felt or bundles of shingles,

2. Do not exceed the manufacturer's recommended load capacity limits.
3. Only trained personnel, approved by the employer, are allowed to operate a power hoist.
4. Use the power hoist in an area that permits the operator to stand clear of the load at all times.
5. Use safety hooks or shackles to attach the load whenever possible.
6. Use 'tag lines' to control the load when necessary.
7. Keep your fingers and clothing clear of hoist machinery.
8. Do not attempt adjustments while the hoist is running.

Portable Welding Equipment

1. Wear a welding helmet or welding goggles during welding operations.
2. Do not use personal or employee-owned power tools and portable appliance while at work.
3. Do not perform welding tasks while wearing wet cotton gloves or wet leather gloves.
4. Insulated work gloves are required for all welders when using welding equipment.
5. Do not use welding apparatus if power plug is cut, frayed, split or otherwise visibly damaged or modified.
6. When replacing power plugs and cords of welding apparatus, always check to ensure that the ground wire is connected and the power plug prongs are not worn off, allowing the plug to be inserted backward.

Compressed Gas Cylinders

Storage and Handling

1. Do not handle oxygen cylinders if your gloves are greasy or oily.
2. Store all cylinders in the upright position.
3. Place valve protection caps on gas cylinders that are in storage or not in use.
4. Do not lift cylinders by the valve protection cap.
5. Do not store compressed gas cylinders in areas where they can come in contact with chemicals labeled "Corrosive."
6. Place cylinders on a cradle, sling board, pallet or cylinder basket to hoist them.
7. Do not place cylinders against electrical panels or live electrical cords where the cylinder can become part of the circuit.
8. Do not use a flame to check for propane cylinder leak, use a leak or monitor detector.

Use of Cylinders

1. Do not use dented, cracked, or other visually damaged cylinders.
2. Use only an open ended or adjustable wrench when connecting or disconnecting regulators and fittings.
3. Do not transport cylinders without first removing regulators and replacing the valve protection caps.
4. Close the cylinder valve when work is finished, when the cylinder is empty or at any time, the cylinder is moved.
5. Do not store oxygen cylinders near fuel gas cylinders such as propane or acetylene or near combustible material such as oil or grease.
6. Stand to the side of the regulator when opening the valve.
7. If a cylinder is leaking around a valve or a fuse plug, move it to an outside area away from where work is performed and tag it to indicate the defect.
8. Do not hoist or transport cylinders by means of magnets or choker slings.
9. Do not use compressed gas to clean the work area, equipment, or yourself.
10. Do not remove the valve wrench from acetylene cylinders while the cylinder is in use.
11. Open compressed gas cylinder valves slowly. Open fully when in use to eliminate possible leakage around the cylinder valve stem.
12. Purge oxygen valves, regulators, and lines before use.

Torch on Applications

1. "Blow Out" hoses before attaching the torch.
2. Inspect hoses and torches before use. Replace damaged, burned, worn, or leaking parts.
3. Use a pressure gauge on every regulator. Do not use an adjustable regulator with a higher-pressure range than the original regulator that came with the torch.
4. Never face the gauge while opening the cylinder valve.
5. Before lighting a torch, purge the hose, adjust the working pressures, then use a friction lighter to ignite the gases. Do not use matches or a cigarette lighter.
6. Do not use oil, grease or other lubricants on the regulator.
7. When shutting off the torch, close the gas cylinder valve first and let the remaining gas burn out of the hose before closing off the torch valve.
8. Never overfill a gas cylinder. It could explode.
9. Use only hoses listed for liquid petroleum (LP) gas.
10. Use soap solution to test for gas leaks before lighting.
11. Visually check and ensure that the flow of gas through the regulator is flowing in the proper direction. Directional flow is stamped on the regulator.
12. To keep 'frosting' from occurring, increase the size of the bottle or cylinder.
13. Secure propane tanks in an upright position and place them at least 10 feet from the open flame.
14. Keep non-applicators at least 10 feet from the flame.
15. Keep vent in pressure regulator clear at all times.
16. When shutting off the torch, close the propane cylinder valve first and let the remaining gas burn out of the hose.
17. Do not leave a lighted torch unattended.
18. Do not heat a cylinder to increase pressure.
19. Place a fire extinguisher near you, but away from the torch and other parts of LP gas equipment, when performing torch on operations.
20. Do not lay an operating torch over the edge of a roof.
21. Do not use a trowel as a torch stand.
22. Do not lay an operating torch to rest on a gas cylinder. If there is a gas leak in the cylinder area, there could be a fire.

Coal Tar/Asphalt Applications

1. Do not smoke or eat while performing tar-roofing work.
2. Stand clear of hot asphalt when it is being dumped out of the kettle.
3. Do not stand, work, or operate equipment such as felt laying machines or mechanical moppers within three feet of any unprotected roof opening or within five feet of any unprotected roof edge.

Single-Ply Roofing

- Wear respirators when hot air welding PVC or when performing adhesive welding procedures.

Conveyors

1. Do not climb on conveyor equipment.
2. Do not ride on any conveyors.
3. When using a belt driven conveyor to load a trailer bed, the person inside the trailer shall give verbal commands to the person loading the conveyor.

JOB-SPECIFIC RULES

Roof Felt Slitter

1. Replace the guards before starting the machine, after making adjustments and after making repairs to a machine.
2. Do not remove, alter, or bypass any safety guard or device when operating the machine.
3. Read and obey safety warnings posted on the machine.
4. Do not wear loose clothing, jewelry, or neckties when operating machine.
5. Long hair must be contained under a hat or hair net, regardless of gender.
6. Do not try to stop a work piece as it goes through any machine. If the machine becomes jammed, disconnect the power before clearing the jam.
7. Report any missing machine or tool guard immediately to your supervisor.

Vehicle Loading

1. Plan the move before loading; ensure that you have an unobstructed pathway and that the vehicle is parked as close to the equipment or material as possible.
2. Keep bumpers/tailgates free of grease, water, etc.; remove buildup of material such as dirt, mud, etc.
3. Use lifting aids such as dollies, pallet jack, and forklift or get assistance from a co-worker to place dock plate resting between loading dock and truck surface.
4. If equipment or material that is to be loaded into truck is too heavy or bulky, use lifting aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from co-workers.
5. Secure all equipment and material within the truck to eliminate or reduce movement.

Crane Truck or Boom Conveyor Truck

1. Only trained and employer authorized personnel are permitted to operate the crane truck or boom conveyor.
2. Park on firm level surface, place the vehicle in neutral, and apply the emergency brake.
3. If the truck is equipped with an audible back up warning device, engage the alarm before backing into a location.
4. If the truck is equipped with mechanical, hydraulic, or pneumatic jacks, braces or stabilizers engage such, prior to engaging the swing conveyor.
5. Do not engage the swing conveyor if there are overhead obstructions in the way. Allow sufficient distance for wind gust that would cause the conveyor to contact power lines.
6. Never climb the conveyor to gain access to the roof, use a ladder.
7. Do not load supplies onto a roof if there are unguarded openings such as skylights.

KETTLEMEN

General

1. Do not leave kettles or tankers unattended while they are being fired.
2. Take breaks in shaded areas.
3. Do not smoke or eat while performing asphalt work.
4. Stand clear of hot asphalt when it is being dumped out of the kettle.
5. Do not place a pumper or agitator into kettles or tankers.

Personal Protective Equipment

1. Wear face shields when loading and withdrawing hot liquid asphalt from a kettle or tanker.
2. Wear your personal protective equipment such as goggles, gloves, and respiratory protection when operating the kettle.
3. Do not wear contact lenses when operating the kettle.

Job Site Safety

1. Do not walk under partially demolished walls or floors.
2. Stop working outdoors and seek shelter during lightning storms.
3. Do not begin working until barricades, warning signs or other protective devices have been installed to isolate the work area.
4. Do not throw or toss roofing scraps such as shingles, rubber roofing material, or any other debris outside barricaded areas.
5. Walk around or step over holes, rocks, and roots in your pathway.
6. Stay clear of all trucks, forklifts, cranes, and other heavy equipment when in operation.
7. Do not approach any heavy equipment until the operator has seen you and has signaled to you that it is safe to approach.
8. Walk around or duck under protruding branches and limbs.
9. Do not walk on fallen trees; walk on the ground.
10. Do not clear brush by hand within 100 ft. of heavy equipment operations.
11. Keep combustible liquids stored and covered in approved containers.

HAZARD IDENTIFICATION AND ASSESSMENT

To assist in the identification and correction of hazards, the company has developed the following procedures. These procedures are representative only and are not exhaustive of all the measures and methods that will be implemented to guard against injury from recognized and potential hazards in the workplace. As new hazards are identified or improved work procedures developed, they will be promptly incorporated into our Safety Manual. The following methods will be utilized to identify hazards in the workplace:

- Loss analysis of accident trends
- Accident investigation
- Employee observation
- Employee suggestions
- Regulatory requirements for our industry
- Outside agencies such as the fire department and insurance carriers
- Periodic safety inspections

Loss Analysis

Periodic loss analyses will be conducted by the safety program administrator. These will help identify areas of concern and potential job hazards. The results of these analyses will be communicated to management, supervision, and employees through safety meetings and other appropriate means.

Accident Investigations

All accidents and injuries will be investigated in accordance with the guidelines contained in this program. Accident investigations will focus on all causal factors and corrective action including the identification and correction of hazards that may have contributed to the accident.

Employee Observation

Superintendents and foremen shall be continually observing employees for unsafe actions and taking

corrective action as necessary.

Employee Suggestions

Employees are encouraged to report any hazard they observe to their supervisor. No employee is to ever be disciplined or discharged for reporting any workplace hazard or unsafe condition. However, employees who do NOT report potential hazards or unsafe conditions that they are aware of will be subject to disciplinary action.

Regulatory Requirements

All industries are subject to government regulations relating to safety. Many of these regulations are specific to our type of business. Copies of pertinent regulations can be obtained from the Safety Program Administrator.

Outside Agencies

Several organizations may assist us in identifying hazards in our workplace. These include safety officers from other contractors, insurance carrier safety and health consultants, private industry consultants, the fire department, and State OSH Consultants.

Periodic Safety Inspections

Periodic safety inspections ensure that physical and mechanical hazards are under control and identify situations that may become potentially hazardous. Inspections shall include a review of the work habits of employees in all work areas. These inspections will be conducted by the Supervisor, Manager, Program Administrator or other designated individual.

Periodic safety inspections will be conducted:

- When new substances, process, procedures or equipment are used.
- When new or previously unrecognized hazards are identified.
- Periodically by the Supervisor.
- Periodically by the Safety Program Administrator.

These inspections will focus on both unsafe employee actions as well as unsafe conditions. The following is a partial list of items to be checked.

- The proper use, condition, maintenance and grounding of all electrically operated equipment.
- The proper use, condition, and maintenance of safeguards for all power-driven equipment.
- Compliance with the Code of Safe Practices.
- Housekeeping and personal protective equipment.
- Hazardous materials.
- Proper material storage.
- Provision of first aid equipment and emergency medical services.

Any and all hazards identified will be corrected as soon as practical in accordance with the company hazard correction policy.

If imminent or life threatening hazards are identified, which cannot be immediately corrected, all employees must be removed from the area, except those with special training required to correct the hazard, who will be provided necessary safeguards.

Documentation of Inspections

Safety inspections will be documented to include the following:

- Date on which the inspection was performed.
- The name and title of person who performed the inspection.
- Any hazardous conditions noted or discovered and the steps or procedures taken to correct them.
- Signature of the person who performed the inspection.

One copy of the completed form should be sent to the office. All reports shall be kept on file for a minimum of two (2) years.

HAZARD PREVENTION, CORRECTION, AND CONTROL

The following procedures will be used to evaluate, prioritize and correct identified safety hazards. Hazards will be corrected in order of priority: the most serious hazards will be corrected first.

Hazard Evaluation

Factors that will be considered when evaluating hazards include:

- Potential severity - The potential for serious injury, illness or fatality
- Likelihood of exposure - The probability of the employee coming into contact with the hazard
- Frequency of exposure - How often employees come into contact with the hazard
- Number of employees exposed
- Possible corrective actions - What can be done to minimize or eliminate the hazard
- Time necessary to correct - The time necessary to minimize or eliminate the hazard

Techniques for Correcting Hazards

1. Engineering Controls: Could include machine guarding, ventilation, noise reduction at the source, and provision of material handling equipment. These are the first and preferred methods of control.
2. Administrative Controls: The next most desirable method would include rotation of employees or limiting exposure time.
3. Personal Protective Equipment: Includes back support belts, hearing protection, respirators and safety glasses. These are often the least effective controls for hazards and should be relied upon only when other controls are impractical.

Documentation of Corrective Action

All corrective action taken to mitigate hazards should be documented. Depending on the circumstances, one of the following forms should be used:

- Safety Contact Report
- Safety Meeting Report
- Memo or letter
- Safety inspection form

All hazards noted on safety inspections will be rechecked on each subsequent inspection and notations made as to their status.

Hazardous Materials and Chemicals **HAZARD COMMUNICATION PROGRAM**

Introduction

It is company policy that the first consideration of work shall be the protection of the safety and health of all employees. We have developed this Hazard Communication Program to ensure that all employees receive adequate information about the possible hazards that may result from the various materials used in our operations. This Hazard Communication Program will be monitored by the Safety Program Administrator who will be responsible for ensuring that all facets of the program are carried out, and that the program is effective.

Our program consists of the following elements:

1. Hazardous material inventory.
2. Collection and maintenance of Material Safety Data Sheets.
3. Container labeling.
4. Employee training.

The following items are not required to be included in the program and are therefore omitted:

- Foods, drugs, cosmetics or tobacco.
- Untreated wood products.
- Hazardous waste.
- Consumer products packaged for sale to and use by the general public, provided that our exposure is not significantly greater than typical consumer exposure.

Hazardous Material Inventory

The Safety Program Administrator maintains a list of all hazardous materials used in our operations. This list contains the name of the product, the type of product (solvent, adhesive etc.) and the name and address of the manufacturer.

Material Safety Data Sheets (MSDS)

Copies of MSDS for all hazardous substances to which our employees may be exposed will be kept in a binder at the main office. These MSDS are available to all employees, at all times, upon request. Copies of the most commonly used products will also be kept by the Supervisor at the work site. The Safety Program Administrator will be responsible for reviewing incoming MSDS for new and significant health/safety information. They will ensure that any new information is passed on to the affected employees.

The Safety Program Administrator will also review all incoming MSDS for completeness. If an MSDS is missing or obviously incomplete, a new MSDS will be requested from the manufacturer. Federal or State (if applicable) OSHA will be notified if a complete MSDS is not received and the manufacturer will not supply one.

New materials will not be introduced into the shop or field until a MSDS has been received. The purchasing department will make it an ongoing part of their function to obtain MSDS for all new materials when they are first ordered.

Container Labeling

No container of hazardous substances will be used unless the container is correctly labeled and the label is legible.

All chemicals in cans, bags, drums, pails, etc., will be checked by the receiving department to ensure the manufacturer's label is intact, is legible, and has not been damaged in any manner during shipment. Any containers found to have damaged labels will be held until a new label has been installed. New labels will be obtained from the manufacturer.

The label must contain:

- The chemical name of the contents.
- The appropriate hazard warnings.
- The name and address of the manufacturer.

All secondary containers will be labeled as to their contents with a reference to the original label.

Employee Information and Training

All employees will be provided information and training on the following items through the company safety training program and prior to starting work with hazardous substances:

1. An overview of the requirements of the Hazard Communication Standard, including their rights under this regulation.
2. Information regarding the use of hazardous substances in their specific work areas.
3. The location and availability of the written hazard communication program. The program will be available from the Supervisor and Safety Program Administrator.
4. The physical and health hazards of the hazardous substances in use.
5. Methods and observation techniques used to determine the presence or release of hazardous substances in the work area.
6. The controls, work practices and personal protective equipment available for protection

- against possible exposure.
7. Emergency and first aid procedures to follow if employees are exposed to hazardous substances.
 8. How to read labels and material safety data sheets to obtain the appropriate hazard information.

Hazardous Non-Routine Tasks

Infrequently, employees may be required to perform hazardous non-routine tasks. Prior to starting this work, each involved employee will be given information by his/her supervisor about hazards to which they may be exposed during such activity.

This information will include:

- The specific hazards.
- Protective/safety measures which must be utilized.
- The measures the company has taken to lessen the hazards, including special ventilation, respirators, the presence of another employee, emergency procedures, etc.

Informing Outside Contractors and Vendors

To ensure that outside contractors are not exposed to our hazardous materials, and to ensure the safety of the contractor's employees, it will be the responsibility of the Supervisor to provide outside contractors the following information:

- The hazardous substances under our control that they may be exposed to while at the work site.
- The precautions the contractor's employees must take to lessen the possibility of exposure.

We will obtain from outside contractors and vendors the name of any hazardous substances the contractor's employees may be using at a work site or bringing into our facility. The contractor must also supply a copy of the material safety data sheet relevant to these materials.

Employee Rights Under The Hazard Communication Standard

At any time, an employee has the right to:

- Access the MSDS folder, and the Hazard Communication Program.
- Receive a copy of any environmental sampling data collected in the workplace.
- See their employment medical records upon request.

FIRST AID AND MEDICAL EMERGENCY PROCEDURES

The company will ensure the availability of emergency medical services for its employees at all times. We will also ensure the availability of a suitable number of appropriately trained persons to render first aid. The Safety Program Administrator will maintain a list of trained individuals and take steps to provide training for those that desire it.

First-Aid Kits

Every work site shall have access to at least one first-aid kit in a weatherproof container. The first-aid kit will be inspected regularly to ensure that it is well stocked, in sanitary condition, and any used items are promptly replaced. The contents of the first-aid kit shall be arranged to be quickly found and remain sanitary. First-aid dressings shall be sterile and in individually sealed packages.

Drugs, antiseptics, eye irrigation solutions, inhalants, medicines, or proprietary preparations shall not be included in first-aid kits unless specifically approved, in writing, by an employer-authorized, licensed physician. Other supplies and equipment, if provided, shall be in accordance with the documented recommendations of an employer-authorized licensed physician upon consideration of the extent and type of emergency care to be given based upon the anticipated incidence and nature of injuries and illnesses and availability of transportation to medical care.

First Aid

The designated first aid person on each site will be available at all times to render appropriate first aid for injuries and illnesses. Proper equipment for the prompt transportation of the injured or ill person to a physician or hospital where emergency care is provided, or an effective communication system for contacting hospitals or other emergency medical facilities, physicians, ambulance and fire services, shall also be provided. The telephone numbers of the following emergency services in the area shall be posted near the job telephone, or otherwise made available to the employees where no job site telephone exists:

1. A company authorized physician or medical clinic, and at least one alternate if available.
2. Hospitals.
3. Ambulance services.
4. Fire-protection services.

Prior to the commencement of work at any site, the Supervisor or Manager shall locate the nearest preferred medical facility and establish that transportation or communication methods are available in the event of an employee injury.

Each employee shall be informed of the procedures to follow in case of injury or illness through our new employee orientation program, Code of Safe Practices, and safety meetings.

Where the eyes or body of any person may be exposed to injurious or corrosive materials, suitable facilities for drenching the body or flushing the eyes with clean water shall be conspicuously and

readily accessible.

Accident Procedures

These procedures are to be followed in the event of an employee injury in the course of employment.

1. For severe accidents call 911 and request the Paramedics.
2. Employees must report all work related injuries to their Supervisor immediately. Even if they do not feel that it requires medical attention. Failure to do so may result in a delay of Workers' Compensation benefits and disciplinary action.
3. The Supervisor, employee, and first aid person, should determine whether or not outside medical attention is needed. When uncertainty exists on the part of any individual, the employee should be sent for professional medical care.
4. If medical attention is not desired or the employee refuses treatment, you must still fill out a company "Accident Report" in case complications arise later.
5. In all cases, if the employee cannot transport himself or herself for any reason, transportation should be provided.
6. In the event of a serious accident involving hospitalization for more than 24 hours, amputation, permanent disfigurement, loss of consciousness or death, phone contact should be made with the main office. Contact must also be made with the nearest Federal or State (if applicable) OSHA office.

ACCIDENT / EXPOSURE INVESTIGATION

The Supervisor, Manager, or other designated individual will investigate all work-related accidents in a timely manner. This includes minor incidents and "near accidents", as well as serious injuries. An accident is defined as any unexpected occurrence that results in injury to personnel, damage to equipment, facilities, or material, or interruption of normal operations.

Responsibility for Accident Investigation

Immediately upon being notified of an accident, the Supervisor, Manager, or other designated individual shall conduct an investigation. The purpose of the investigation is to determine the cause of the accident and corrective action to prevent future reoccurrence; not to fix blame or find fault. An unbiased approach is necessary in order to obtain objective findings.

The Purpose of Accident Investigations:

- To prevent or decrease the likelihood of similar accidents.

- To identify and correct unsafe work practices and physical hazards. Accidents are often caused by a combination of these two factors.
- To identify training needs. This makes training more effective by focusing on factors that are most likely to cause accidents.

What Types of Incidents Do We Investigate?

- Fatalities
- Serious injuries
- Minor injuries
- Property damage
- Near misses

Procedures for Investigation of Accidents

Immediately upon being notified of an accident the Supervisor, Manager, or other designated individual will:

1. Visit the accident scene, as soon as possible, while facts and evidence are still fresh and before witnesses forget important details and to make sure hazardous conditions to which other employees or customers could be exposed are corrected or have been removed;
2. Provide for needed first aid or call 911 emergency for the injured employee(s).
3. If possible, interview the injured worker at the scene of the accident and verbally "walk" him or her through a re-enactment. All interviews should be conducted as privately as possible. Interview all witnesses individually and talk with anyone who has knowledge of the accident, even if they did not actually witness it.
4. Report the accident to the main office. Accidents will be reported by the office to the insurance carrier within 24 hours. All serious accidents will be reported to the carrier as soon as possible.
5. Consider taking signed statements in cases where facts are unclear or there is an element of controversy.
6. Thoroughly investigate the accident to identify all accident causes and contributing factors. Document details graphically. Use sketches, diagrams and photos as needed. Take measurements when appropriate.
7. All accidents involving death, disfigurement, amputation, loss of consciousness or hospitalization for more than 24 hours must be reported to Federal or State (if applicable) OSHA immediately.
8. Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the accident itself, not just the injury.
9. Every investigation must also include an action plan. How can such accidents be prevented in the future?

10. In the event a third party or defective product contributed to the accident, save any evidence as it could be critical to the recovery of claim costs.

Accurate & Prompt Investigations

- Ensures information is available
- Causes can be quickly corrected
- Helps identify all contributing factors
- Reflects management concern
- Reduces chance of recurrence

Investigation Tips

- Avoid placing blame
- Document with photos and diagrams, if needed
- Be objective, get the facts
- Reconstruct the event
- Use open-ended questions

Questions to Ask

When investigating accidents, open-ended questions such as who?, what?, when?, where?, why?, and how? Will provide more information than closed-ended questions such as "Were you wearing gloves?"

Examples include:

- How did it happen?
- Why did it happen?
- How could it have been prevented?
- Who was involved?
- Who witnessed the incident?
- Where were the witnesses at the time of the incident?
- What was the injured worker doing?
- What was the employee working on?
- When did it happen?
- When was the accident reported?
- Where did it happen?
- Why was the employee assigned to do the job?

The single, most important question that must be answered as the result of any investigation is:

"What do you recommend be done (or have you done) to prevent this type of incident from recurring?"

Once the Accident Investigation is Completed

- Take or recommend corrective action
- Document corrective action
- Management and the Safety Program Administrator will review the results of all investigations

- Consider safety program modifications

Information obtained through accident investigations can be used to update and improve our current program.

TRAINING AND INSTRUCTION

Every new employee will be given instruction by their Supervisor in the general safety requirements of their job. A copy of our Code of Safe Practices shall also be provided to each employee. Managers, Supervisors, and employees will be trained at least twice per year on various accident prevention topics.

Training provides the following benefits:

- Makes employees aware of job hazards
- Teaches employees to perform jobs safely
- Promotes two way communication
- Encourages safety suggestions
- Creates interest in the safety program
- Fulfills Federal or State (if applicable) OSHA requirements

Employee training will be provided at the following times:

1. All new employees will receive a safety orientation their first day on the job.
2. All new employees will be given a copy of the Code of Safe Practices and required to read and sign for it.
3. All employees given a new job assignment for which training has not been previously provided will be trained before beginning the new assignment.
4. Whenever new substances, processes, procedures or equipment that represent a new hazard are introduced into the workplace.
5. Whenever the company is made aware of a new or previously unrecognized hazard.
6. Whenever management believes that additional training is necessary.
7. After all serious accidents.
8. When employees are not following safe work rules or procedures.

Training topics will include, but not be limited to:

- Employee's safety responsibility
- General safety rules
- Code of Safe Practices
- Safe job procedures
- Ergonomics

- Use of hazardous materials
- Use of equipment
- Emergency procedures
- Safe lifting and material handling practices
- Contents of safety program

Documentation of Training

All training will be documented on one of the following three forms.

New Employee Safety Orientation
Employee Safety Contact Form
Safety Meeting Report

The following training method should be used. Actual demonstrations of the proper way to perform a task are very helpful in most cases.

- Tell them how to do the job safely
- Show them how to do the job safely
- Have them tell you how to do the job safely
- Have them show you how to do the job safely

Follow up to ensure they are still performing the job safely

FIRE PREVENTION AND EMERGENCY ACTION PLAN

The company has developed the following emergency plan to cover those designated actions that must be taken to ensure employee safety from fire and during other emergencies. Any questions about this plan should be directed to The Safety Program Administrator.

Facility Emergency Evacuation and Fire Prevention

The Safety Program Administrator is responsible for ensuring the following:

1. That all required emergency exits are clearly identified in the office, shop, and warehouse and that all required fire fighting and emergency equipment is available and in good condition.

The following items will be maintained:

- First aid kit
- Drinking water
- Flashlight
- Portable battery powered radio and batteries
- Fire extinguishers
- Wrench to shut off the main gas valve
- Pry bars, axes, saws, tools or similar devices for employee rescue

2. Creating a facility map designating all emergency evacuation routes and the locations of all fire

fighting equipment and emergency supplies and equipment. These maps will be posted in at least two locations in the facility.

3. Training all exposed employees on the procedures to be followed in the event of fire, earthquake or other emergency including how to properly notify other affected employees.
4. Identifying potential fire hazards in the office, shop and warehouse and ensuring that adequate steps are taken to prevent fires.
5. Ensuring that combustible trash and materials are removed promptly from the facility, and that all flammable and combustible liquids are properly stored and handled.

During an Emergency

In the event of an emergency such as earthquake or fire, all employees are expected to evacuate the premises immediately. The Safety Program Manager or Safety Committee members may assign some employees the task of shutting off the gas or electricity, if needed. At no time will any employee be expected to jeopardize their own safety to do this.

Employees will be notified of emergencies through one of the following:

- Fire alarm
- Intercom
- Emergency horn
- Direct voice communication

After the emergency evacuation has been completed, a head count will be taken to ensure everyone is out of the building.

If necessary, the Safety Program Administrator or Safety Committee members may assign some employees to rescue trapped employees.

Fire Prevention in Shops and Warehouses

The following procedures will be used to prevent fires in shops and warehouses.

1. All accumulated combustible trash and debris will be removed as soon as practical.
2. Flammable liquids will only be stored and dispensed from UL approved safety containers designed for that purpose.
3. All rags soaked with flammable or combustible liquids will be properly stored in closed metal containers.
4. Appropriate precautions will be taken to prevent fires when torch cutting, welding or soldering.
5. Compressed gas cylinders containing flammable or explosive gasses will be properly stored in the upright position with their caps on and protected from heat or puncture. Fuel gas and oxygen shall be separated at least 20 feet when stored.

6. Smoking or open lights are prohibited within 50 feet of flammable liquid or gas storage and dispensing areas.
7. Flammable solvents will not be used for cleaning purposes.
8. A fire extinguisher, rated not less than 2A, shall be provided for each 3,000 square feet of the floor area, or fraction thereof. Where the floor area is less than 3,000 square feet, at least one extinguisher shall be provided.
9. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 75 feet.
10. At least one fire extinguisher, rated not less than 2A, shall be provided on each floor. In multi-story buildings, at least one fire extinguisher shall be located adjacent to the stairway at each floor level.
11. A fire extinguisher, rated not less than 10B, shall be provided within 50 feet of wherever more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used on the job site. This requirement does not apply to the integral fuel tanks of motor vehicles.
12. Portable fire extinguishers shall be inspected monthly, or at more frequent intervals by the employer, and serviced at least annually by a person licensed or registered by the State Fire Marshal. NOTE: Inspection is a "quick check" that an extinguisher is available and will operate. It is intended to give reasonable assurance that the extinguisher is fully charged and operable. This is done by seeing that it is in its designated place, that it has not been actuated or tampered with, and that there is no obvious or physical damage or condition to prevent operation.
13. Suitable fire control devices, such as portable fire extinguishers, shall be available at locations where flammable or combustible liquids are stored.
14. At least one portable fire extinguisher, having a rating of not less than 20-B units, shall be located outside of, but not more than 10 feet from, the door opening into any room used for flammable liquid storage.
15. At least one portable fire extinguisher, having a rating of not less than 20-B units, shall be located not less than 25 feet, nor more than 75 feet, from any flammable liquid storage area located outside.

FLEET AND DRIVER SAFETY

The company has established the following guidelines and procedures for our drivers and vehicles to protect the safety of individuals operating any motor vehicle on company business. Protecting our employee drivers, their passengers, and the public is of the highest priority. The commitment of management and employees is critical to the success of this program. Clear communication of, and strict adherence to, the program's guidelines and procedures are essential.

Our primary goal is to maintain a high level of safety awareness and foster responsible driving behavior. Driver safety awareness and responsible driving behavior will significantly decrease the frequency of motor vehicle accidents and reduce the severity of personal injuries and property damage.

Drivers must follow the requirements outlined in this program. Violations of this program may result in disciplinary action up to, and including, suspension of driving privileges or dismissal.

Our program consists of the following elements:

- Driver selection
- Driver training
- Vehicle use policy
- Vehicle inspection & preventive maintenance
- Accident investigation

Driver Selection

Only company authorized and assigned employees are allowed to drive company vehicles at any time. Prior to being authorized and assigned, the company will check the following items. Drivers must have:

- A valid un-restricted driver's license.
- A current MVR driving record with no more than 2 points and no serious or major violations.

The company will also check driving records of all employees authorized to drive on company business on an annual basis.

Employees that do not meet these requirements are not authorized or allowed to drive company vehicles or drive their own vehicle on company business.

Driver Training

All employees driving company vehicles, and personal vehicles on company business, will be given a copy of the Driving Safety Rules and Company Vehicle Use Policy and required to read and sign for them. Safe driving will also be periodically covered at company safety meetings.

Company Vehicle Use Policy

The company has established the following policies pertaining to company vehicles:

1. Personal and off duty use of company vehicles is prohibited.
2. Only authorized employees may drive company vehicles. No other family members may drive company vehicles.
3. Non-employee passengers are not permitted in company vehicles at any time, unless they are business related.
4. Seat belts must be worn in company vehicles at all times.
5. No employee is permitted to drive company vehicles while impaired by alcohol, illegal or prescription drugs, or over the counter medications.

6. All accidents involving company vehicles must be reported to the office immediately.
7. Employees with two or more preventable accidents in a three year period, or that obtain three points on their driving record, will be subject to a loss of their driving privileges or have their driving privileges restricted.

Vehicle Inspection & Preventive Maintenance

All company vehicles must be inspected by the driver prior to each use. Mechanical defects will be repaired immediately. The Safety Program Administrator will periodically spot check company vehicles to determine their condition.

Vehicle inspections will include:

- Lights
- Turn signals
- Emergency flashers
- Tires
- Horn
- Brakes
- Fluids
- Windshield condition and wiper condition
- Mirrors

All vehicles will also be maintained in accordance with the manufacturers' recommendations. It is the responsibility of the individual assigned the vehicle to ensure proper maintenance and repairs are performed. If your vehicle is not safe, do not drive.

Accident Investigation

All accidents in company vehicles will be investigated by the Supervisor, Manager and / or the Safety Program Administrator. Where possible, witness's statements will be obtained and photos used to document the scene of the accident and the damage. Police reports will also be obtained whenever possible. The following guidelines will be used to help determine preventability.

Auto Accident Preventability Guide

This guide will assist in determining whether our driver could have prevented the accident. An accident is preventable if the driver could have done something to avoid it. Drivers are expected to drive defensively. Which driver was primarily at fault, which received a traffic citation, or whether a claim was paid has no bearing on preventability. If there was anything our driver could have done to avoid the collision, then the accident was preventable.

An accident was non preventable when the vehicle was legally and properly parked, or when properly stopped because of a highway patrol officer, a signal, stop sign, or traffic condition. When judging accident preventability, here are some general questions to consider:

1. Does the investigation indicate that the driver considers the rights of others, or is there evidence of poor driving habits that need to be changed?
2. Does the investigation indicate driver awareness? Such phrases as "I did not see," "I didn't think," "I didn't expect," or "I thought" are signals indicating there probably was a lack of awareness, and the accident was preventable. An aware driver should think, expect, and see hazardous situations in time to avoid collisions.
3. Was the driver under any physical stresses that could have been contributory? Did the accident happen near the end of a long day or long drive? Did overeating contribute to fatigue? Did the driver get prior sufficient sleep? Is the driver's vision faulty? Was the driver feeling ill?
4. Was the vehicle defective without the driver's knowledge? Was a pre-trip inspection done, and would it have discovered the defect? A car that pulls to the left or right when the driver applies the brakes, faulty windshield wipers, and similar items are excuses, and a driver using them is trying to evade responsibility. Sudden brake failure, loss of steering, or a blowout might be defects beyond the driver's ability to predict. However, pre-trip inspections and regularly scheduled maintenance should prevent most of these problems. If either of these are the cause of the accident, then the accident was probably preventable by the driver.
5. Could the driver have exercised better judgment by taking an alternate route through less congested areas to reduce the hazardous situations encountered?
6. Could the driver have done anything to avoid the accident?
7. Was the driver's speed safe for conditions?
8. Did the driver obey all traffic signals?
9. Was the driver's vehicle under control?

Intersection Collisions

Failure of our driver to yield the right-of-way, regardless of who has the right of way, as indicated by stop signs or lights, is preventable. The only exception to this is when the driver is properly proceeding through an intersection protected by lights or stop signs and the driver's vehicle is struck in the extreme rear side of the vehicle. Regardless of stop signs, stoplights, or right-of-way, a defensive driver recognizes that the right-of-way belongs to anyone who assumes it and should yield accordingly.

Questions to consider:

1. Did the driver approach the intersection at a speed safe for conditions?
2. Was the driver prepared to stop before entering the intersection?
3. At a blind corner, did the driver pull out slowly, ready to apply the brakes?
4. Did the driver look both ways before proceeding through the intersection?

Sideswipes

Sideswipes are often preventable. Defensive drivers do not get into a position where they can be forced into another vehicle or another vehicle can be forced into them. Defensive drivers

continuously check for escape routes to avoid sideswipes. For two lane roads, this means a driver should pass another vehicle only when absolutely certain that he or she can safely complete the pass. A driver should also be ready to slow down and let a passing vehicle that has failed to judge safe passing distance back into the lane. A driver should make no sudden moves that may force another vehicle to swerve. If a driver sideswipes a stationary object while taking evasive action to avoid striking another car or a pedestrian, such an accident may not be preventable. However, you should consider what the driver could have done or failed to do immediately preceding the evasive action to be in the position of no other options.

A driver is also expected to anticipate the actions of an oncoming vehicle. Sideswiping an oncoming vehicle is often preventable. Again, evasive action, including leaving the roadway, may be necessary if an oncoming vehicle crosses into the driver's lane. Drivers are expected to allow merging vehicles to merge smoothly with them, and to merge smoothly on controlled access highways. Drivers are expected to be able to gauge distances properly when leaving a parking place and enter traffic smoothly.

Questions to consider:

1. Did the driver look to front and rear for approaching and overtaking traffic immediately before starting to pull away from the curb?
2. Did the driver signal before pulling away from the curb?
3. Did the driver look back rather than depend only upon rear-view mirrors?
4. Did the driver start into traffic only when this action would not require traffic to change its speed or direction in order to avoid his or her vehicle?

Head-on Collisions

A head-on collision with a vehicle traveling in the wrong lane may be preventable if the driver could have pulled off the road or taken other evasive action to prevent a collision. However, the driver should never drive into the other lane to avoid the oncoming vehicle. If the driver swerved off the road to avoid a head-on collision, the accident is non-preventable. The driver in this case made a good defensive driving decision, taking the lesser of two evils.

Many skidding conditions are caused by rain, freezing rain, fog, and snow, which all increase the hazard of travel. Oily road film, which builds up during a period of good weather, causes an especially treacherous condition during the first minutes of a rainfall. Loss of traction can be anticipated, and these accidents usually are preventable. Driving too fast for conditions is the most common reason why these types of accidents are preventable.

Questions to consider:

1. Was the driver operating at a safe speed considering weather and road conditions?
2. During inclement weather, was the driver keeping at least twice the safe following distance used for dry pavement?
3. Were all actions gradual?
4. Was the driver anticipating ice on bridges, in gutter, ruts, and near the curb?
5. Was the driver alert for water, ice or snow in shaded areas, loose gravel, sand, ruts, etc?

If a driver goes off the road or strikes another vehicle because of skidding, the accident is preventable.

Pedestrian Accidents

All types of pedestrian accidents, including collisions with pedestrians coming from between parked cars, are usually considered preventable. There are few instances where the action of pedestrians is so unreasonable that the operator could not be expected to anticipate such an occurrence.

Questions to consider:

1. Did the driver go through congested areas expecting that pedestrians would step in front of the vehicle?
2. Was the driver prepared to stop?
3. Did the driver keep as much clearance between his or her vehicle and parked vehicles, as safety permitted?
4. Did the driver stop when other vehicles had stopped to allow pedestrians to cross?
5. Did the driver wait for the green light or stop for the caution light?
6. Was the driver aware of children and prepared to stop if one ran into the street?
7. Did the driver give all pedestrians the right-of-way?
8. Did the driver stop for a school bus that was stopped and properly signaling that passengers were loading or unloading?

Backing Accidents

Backing a vehicle into another vehicle, an overhead obstruction, or a stationary object is normally preventable. The fact that someone was directing the driver in backing does not relieve the driver of the responsibility to back safely.

Questions to consider:

1. Was it necessary to back?
2. Did the driver plan ahead so that he or she could have pulled forward out of the parking space instead of backing?
3. Was it necessary to drive into the narrow street, dead-end alley, or driveway from which he or she backed?
4. If the driver could not see where he or she was backing: Did the driver try to get someone to guide him or her?
5. Did the driver look all around the vehicle before backing? Did the driver back immediately after looking?
6. Did the driver use the horn while backing? Were the back-up lights working?
7. Did the driver look to the rear without relying totally on the rear-view mirror?
8. If the distance was long, did the driver stop, get out, and look around occasionally?
9. Did the driver back slowly?
10. Did the driver judge clearances accurately?

Parking Accidents

Doors on our driver's parked vehicle that are damaged when opened on the traffic side are considered preventable accidents. The driver is responsible to see that the traffic side is clear of traffic, before any doors on that side are opened.

In most cases, if our driver, while driving, strikes a parked vehicle's opening door it is considered

preventable. Usually our driver can see from a sufficient distance that the parked vehicle is occupied, and should therefore, be prepared to stop, should move closer to the center line or change lanes.

It is a driver's responsibility to park the vehicle so that it will remain stationary. A runaway type accident is preventable and blaming such a collision on defective parking brakes or other holding devices are inadequate excuses. A good pre-trip inspection and maintenance program will eliminate most opportunities for this type of accident being the result of mechanical failure.

Accidents occurring when vehicles are properly and legally parked are considered non preventable. Accidents occurring while the vehicle was double-parked or in a "No Parking" zone are preventable.

Questions to consider:

1. Was the vehicle parked on the proper side of the road?
2. Was it necessary to park there or was there a safer, only slightly less convenient place nearby?
3. Did the driver have to park on the traveled part of the highway, on the curve, or on the hill?
4. When required, did the driver warn traffic by emergency warning devices?
5. Did the driver park parallel to the curb?
6. Was it necessary to park so close to an alley or directly across from a driveway?

Collision with Obstructions

Obstructions can be avoided if the driver knows the height and width of the vehicle, pays attention to posted clearances, and takes the time to properly judge clearances.

Cargo Accidents

The accident should be considered preventable if the investigation shows a mechanical defect of which the driver was aware, a defect the driver should have found by inspecting the vehicle, or the driver caused the accident by rough and abusive handling. It is a driver's responsibility to secure cargo properly to prevent shifting, loss, or damage. Cargo should be safely stowed to prevent flying objects that can strike or distract the driver.

FALL PROTECTION

The company has the following requirements for fall protection at all of our worksites.

Fall Protection is Required

When working where there is a hazard of falling more than 6 feet from the perimeter of a structure, unprotected sides and edges, leading edges, through shaft ways and openings, sloped roof surfaces steeper than 7:12, or other sloped surfaces steeper than 40 degrees not otherwise adequately protected. Fall protection is also required when working in boom lifts.

Fall Protection Types

One of the following four types of fall protection systems will be used when our employees are exposed to fall hazards in excess of 6 feet:

1. Standard guardrails, cables or floor hole covers
2. Personal fall arrest system
3. Positioning devices
4. Fall restraint systems

Standard Guardrails, Safety Cables, or Covers

These are the easiest and most cost effective methods of providing fall protection and have a very high success rate. Standard guardrails, safety cables, floor hole and sky light covers are our preferred means of fall protection on job sites. The following rules will be followed when using them:

1. Railings shall be constructed of wood, or in an equally substantial manner from other materials, and shall consist of a top rail not less than 42 inches or more than 45 inches in height measured from the upper surface of the top rail to the floor, platform, runway or ramp level and a mid rail. The mid rail shall be halfway between the top rail and the floor, platform, runway or ramp. "Selected lumber" free from damage that affects its strength, shall be used.
2. Wooden posts shall be not less than 2 inches by 4 inches in cross section, spaced at 8-foot or closer intervals.
3. Wooden top railings shall be smooth and of 2-inch by 4-inch or larger material. Double, 1-inch by 4-inch members may be used for this purpose, provided that one member is fastened in a flat position on top of the posts and the other fastened in an edge-up position to the inside of the posts and the side of the top member. Mid rails shall be of at least 1-inch by 6-inch material.
4. The rails shall be placed on the side of the post that will afford the greatest support and protection.
5. All guardrails, including their connections and anchorage, shall be capable of withstanding a load of 13 pounds per linear foot applied either horizontally or vertically downward at the top rail.
6. Railings receiving heavy stresses from employees trucking or handling materials shall be provided additional strength by the use of heavier stock, closer spacing of posts, bracing, or by other means.
7. Floor, roof and skylight openings shall be guarded by a standard railing and toe boards or cover. Covering shall be capable of safely supporting the greater of the weight of a 200-pound person or the weight of worker(s) and material(s) placed thereon.
8. Coverings shall be secured in place to prevent accidental removal or displacement, and shall bear a pressure sensitized, painted, or stenciled sign with legible letters not less than one inch high, stating: "Opening--Do Not Remove." Markings of chalk or keel shall not be used.
9. Ladder way floor openings or platforms shall be guarded by standard railings with standard toe boards on all exposed sides, except at the entrance to the opening, with the passage through the

railing either provided with a swinging gate or so offset that a person cannot walk directly into the opening.

10. Floor holes, into which persons can accidentally walk, shall be guarded by either a standard railing with standard toe boards on all exposed sides, or a floor hole cover of standard strength and construction that is secured against accidental displacement. While the cover is not in place, the floor hole shall be protected by standard railings.
11. Wall openings, from which there is a drop of more than 4 feet, and the bottom of the opening is less than 3 feet above the working surface, shall be guarded with either a standard rail or intermediate rail or both.
12. An extension platform outside a wall opening onto which materials can be hoisted for handling shall have side rails or equivalent guards of standard specifications. One side of an extension platform may have removable railings in order to facilitate handling materials.
13. Wall opening protection barriers shall be of such construction and mounting that, when in place at the opening, the barrier is capable of withstanding a load of at least 200 pounds applied in any direction (except upward).
14. All elevator shafts in which cages are not installed and which are not enclosed with solid partitions and doors shall be guarded on all open sides by standard railings and toe boards.
15. A full body harness and lanyard are required when using boom lifts.

Personal Fall Arrest Systems

Personal fall arrest systems consist of a full body harness and a shock-absorbing lanyard attached to suitable anchorage. They are also an effective means of preventing fall accidents. The system does not actually stop you from falling, but catches you and safely stops you from hitting the level below. Fall arrest systems will be our preferred means of protection when standard guardrails, safety cables, or covers are not practical. The following rules, in addition to the manufacturer's requirements and OSHA regulations, will be observed:

1. Ropes and straps (webbing) used in lanyards, lifelines, and strength components of body harnesses shall be made from synthetic fibers except when they are used in conjunction with hot work where the lanyard may be exposed to damage from heat or flame.
2. Anchorages used for attachment of personal fall arrest equipment shall be independent of any anchorage being used to support or suspend platforms and capable of supporting at least 5,000 pounds per employee attached, or shall be designed, installed, and used as part of a complete personal fall arrest system which maintains a safety factor of at least two; and under the supervision of a qualified person.
3. The attachment point of the body belt shall be located in the center of the wearer's back. The attachment point of the body harness shall be located in the center of the wearer's back near shoulder level, or above the wearer's head.
4. Where practical, the anchor end of the lanyard shall be secured at a level not lower than the employee's waist, limiting the fall distance to a maximum of 4 feet.

5. Harnesses, lanyards, and other components shall be used only for employee protection as part of a personal fall arrest system and not to hoist materials.
6. Personal fall arrest systems and components subjected to impact loading shall be immediately removed from service and shall not be used again for employee protection until inspected and determined by a competent person to be undamaged and suitable for reuse.
7. The company shall provide for prompt rescue of employees in the event of a fall or shall assure that employees are able to rescue themselves.
8. Personal fall arrest systems shall be inspected prior to each use for wear, damage and other deterioration, and defective components shall be removed from service.
9. Any lanyard, safety harness, or drop line subjected to in-service loading, as distinguished from static load testing, shall be immediately removed from service and shall not be used again for employee safeguarding.
10. Personal fall arrest systems shall not be attached to guardrails, unless the guardrail is capable of safely supporting the load.
11. Each personal fall arrest system shall be inspected not less than twice annually by a competent person in accordance with the manufacturer's recommendations. The date of each inspection shall be documented.
12. Personal fall arrest systems will be rigged such that an employee can neither free fall more than 4 feet, nor contact any lower level.
13. Personal fall arrest systems will bring an employee to a complete stop. They will also limit maximum deceleration distance an employee travels to 3.5 feet and 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.

Positioning Device Systems

Positioning device systems are designed to allow employees to work with both hands free at elevated locations. By their very nature, they provide some level of fall protection. They are not as effective as railings or fall arrest systems. Positioning device systems may be used together with a fall arrest system for greater safety. Their use shall conform to the following provisions:

1. Positioning devices shall be rigged such that an employee cannot free fall more than 2 feet.
2. Positioning device systems shall be inspected prior to each use for wear, damage, and other deterioration, and defective components shall be removed from service.
3. Body belts, harnesses, and components shall be used only for employee protection (as part of a personal fall arrest system or positioning device system) and not to hoist materials.
4. The use of non-locking snap hooks is prohibited.
5. Anchorage points for positioning device systems shall be capable of supporting two times the

intended load or 3,000 pounds, whichever is greater.

Personal Fall Restraint

Fall restraint systems are designed to prevent the wearer from reaching the edge or danger area and thus prevent them from falling. Body belts or harnesses may be used for personal fall restraint.

1. Body belts shall be at least one and five-eighths (1 5/8) inches wide.
2. Anchorage points used for fall restraint shall be capable of supporting 4 times the intended load.
3. Restraint protection shall be rigged to allow the movement of employees only as far as the sides of the working level or working area.

RESPIRATORY PROTECTION

Occasionally our work may necessitate the use of respirators to protect against air contaminants. Due to the limitations of respirators and their uncomfortable nature, the company will make every effort to provide other means of protection, such as local exhaust ventilation, or substitution of less hazardous material, prior to requiring employees to wear them.

When it is clearly impractical to remove harmful dusts, fumes, mists, vapors, or gases at their source, or where emergency protection against occasional and/or relatively brief exposure is needed, the company will provide, and the employee exposed to such hazard shall use, approved respiratory equipment.

Whenever respirators are required to be used to control harmful exposures, only respiratory equipment approved for that purpose shall be used and such equipment shall be approved by the National Institute for Occupational Safety and Health (NIOSH). Only parts approved for the specific respirator system shall be used for replacement.

General Respiratory Protection Guidelines:

1. Atmospheric contamination will be prevented wherever feasible through engineering controls such as enclosure or confinement of the operation, general and local exhaust ventilation, or substitution of less toxic materials. When effective engineering controls are not feasible, or while they are being instituted, appropriate respirators shall be used.
2. The company shall identify and evaluate the respiratory hazard(s) in the workplace; this evaluation shall include a reasonable estimate of employee exposures to respiratory hazard(s) and an identification of the contaminant's chemical state and physical form. Where we cannot identify or reasonably estimate the employee exposure, the atmosphere shall be considered to be immediately dangerous to life or health (IDLH).
3. Respirators shall be provided when such equipment is necessary to protect the health of the employee.
4. Only NIOSH-certified respirators shall be used. The respirator shall be used in compliance with the conditions of its certification.

5. The company will provide respirators that are applicable and suitable for the purpose intended. We shall select and provide an appropriate respirator based on the respiratory hazard(s) to which the worker is exposed and workplace and user factors that affect respirator performance and reliability.
6. Respirators shall be selected from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and correctly fits, the user.
7. The safety program administrator is qualified by appropriate training or experience that is commensurate with the complexity of the program to administer or oversee the respiratory protection program and conduct the required evaluations of program effectiveness.
8. The company will provide respirators, training, and medical evaluations at no cost to the employee.
9. The company will provide a medical evaluation to determine the employee's ability to use a respirator, before the employee is fit tested or required to use the respirator in the workplace. We may discontinue an employee's medical evaluations when the employee is no longer required to use a respirator.
10. The company will ensure that employees using a tight-fitting facepiece respirator pass an appropriate qualitative fit test (QLFT) or quantitative fit test (QNFT).
11. The company will establish and implement procedures for the proper use of respirators. These requirements include prohibiting conditions that may result in facepiece seal leakage, preventing employees from removing respirators in hazardous environments, taking actions to ensure continued effective respirator operation throughout the work shift, and establishing procedures for the use of respirators in IDLH atmospheres.
12. We shall provide each respirator user with a respirator that is clean, sanitary, and in good working order. The Supervisor or Manager shall ensure that respirators are cleaned and disinfected.
13. All filters, cartridges and canisters used in the workplace must be legibly labeled and color-coded with the NIOSH approval label that must not be removed.
14. Training and information will be provided to employees who are required to use respirators. The training will be comprehensive, understandable, and recur annually, or more often if necessary.
15. The safety program administrator shall conduct evaluations of the workplace to ensure that the written respiratory protection program is being properly implemented, and to consult with employees to ensure that they are using the respirators properly.
16. Written information regarding medical evaluations, fit testing, and the respirator program shall be retained indefinitely. This information will facilitate employee involvement in the respirator program, assist us in auditing the adequacy of the program, and provide a record for compliance determinations by OSHA.
17. Where respirator use is not required by a particular standard or hazard, the company may provide respirators at the request of employees or permit employees to use their own

respirators, if we determine that such respirator use will not in itself create a hazard. If voluntary respirator use is permissible, we shall provide the respirator users with the information contained in Appendix D of section 5144 8CCR. ("Information for Employees Using Respirators When Not Required Under the Standard.")

Respirator Selection Requirements

The proper respirator for the job and hazard shall be selected. This selection will be made in accordance with ANSI Z88.2-1980 standards. The correct respirator shall be specified for each job. The individual issuing them shall be adequately instructed to insure that the correct respirator is used.

The manufacturers' recommendations and literature will also be reviewed to determine if the respirator provides protection against the expected contaminants. For instance, dust masks do not provide protection against gasses or vapors.

The safety program administrator or another qualified individual shall review and approve all breathing air compressors and installations for compliance with appropriate OSHA regulations and safety procedures prior to use.

Respirators for IDLH atmospheres.

We shall provide the following respirators for employee use in IDLH atmospheres:

- A full face piece pressure demand SCBA certified by NIOSH for a minimum service life of thirty minutes, or
- A combination full face piece pressure demand supplied-air respirator (SAR) with auxiliary self-contained air supply.
- Respirators provided only for escape from IDLH atmospheres shall be NIOSH-certified for escape from the atmosphere in which they will be used.
- All oxygen-deficient atmospheres shall be considered IDLH.

Respirators for atmospheres that are not IDLH.

The company shall provide a respirator that is adequate to protect the health of the employee and ensure compliance with all other OSHA statutory and regulatory requirements, under routine and reasonably foreseeable emergency situations. The respirator selected shall be appropriate for the chemical state and physical form of the contaminant.

For protection against gases and vapors:

- An atmosphere-supplying respirator, or
- An air-purifying respirator, provided that the respirator is equipped with an end-of-service-life indicator (ESLI) certified by NIOSH for the contaminant; or if there is no ESLI appropriate for conditions in the workplace, we will implement a change schedule for canisters and cartridges that is based on objective information or data that will ensure that canisters and cartridges are changed before the end of their service life.

For protection against particulates:

- An atmosphere-supplying respirator; or
- An air-purifying respirator equipped with a filter certified by NIOSH under 30 CFR part 11 as a high efficiency particulate air (HEPA) filter, or an air-purifying respirator equipped with a filter certified for particulates by NIOSH under 42 CFR part 84; or
- For contaminants consisting primarily of particles with mass median aerodynamic diameters (MMAD) of at least 2 micrometers, an air-purifying respirator equipped with any filter certified for particulates by NIOSH.

Medical Evaluation Procedures

1. Employees shall not be assigned to tasks requiring the use of respirators unless it has been determined that they are physically able to perform the work while using the required respiratory equipment.
2. The company shall identify a physician or other licensed health care professional (PLHCP) to perform medical evaluations.
3. The medical evaluation shall include any medical tests, consultations, or diagnostic procedures that the PLHCP deems necessary to make a final determination.
4. Medical questionnaires and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee.
5. The employee shall have an opportunity to discuss the examination results with the PLHCP.
6. The following information must be provided to the PLHCP before the PLHCP makes a recommendation concerning an employee's ability to use a respirator:
 - The type and weight of the respirator to be used by the employee;
 - The duration and frequency of respirator use (including use for rescue and escape);
 - The expected physical work effort;
 - Additional protective clothing and equipment to be worn; and
 - Temperature and humidity extremes that may be encountered.
7. The company shall provide the PLHCP with a copy of this written respiratory protection program and a copy of the OSHA regulations if they do not already have them.
8. In determining the employee's ability to use a respirator, the company shall obtain a written recommendation regarding the employee's ability to use the respirator from the PLHCP. The recommendation shall provide only the following information:
 - Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
 - The need, if any, for follow-up medical evaluations; and
 - A statement that the PLHCP has provided the employee with a copy of the PLHCP's written recommendation.
9. If the respirator is a negative pressure respirator and the PLHCP finds a medical condition that may place the employee's health at increased risk if the respirator is used, the company shall

provide a powered air purifying respirator (PAPR) if the PLHCP's medical evaluation finds that the employee can use such a respirator; if a subsequent medical evaluation finds that the employee is medically able to use a negative pressure respirator, then we are no longer required to provide a PAPR.

10. The company shall provide additional medical evaluations that comply with the requirements of this section if:
 - An employee reports medical signs or symptoms that are related to ability to use a respirator;
 - A PLHCP, supervisor, or the respirator program administrator informs the employer that an employee needs to be reevaluated;
 - Information from the respiratory protection program, including observations made during fit testing and program evaluation, indicates a need for employee reevaluation; or
 - A change occurs in workplace conditions (e.g., physical work effort, protective clothing, and temperature) that may result in a substantial increase in the physiological burden placed on an employee.

Fit Testing

1. The company shall ensure that an employee using a tight-fitting face piece respirator is fit tested prior to initial use of the respirator, whenever a different respirator face piece (size, style, model or make) is used, and at least annually thereafter.
2. We shall conduct an additional fit test whenever the employee reports, or the employer, PLHCP, supervisor, or program administrator makes visual observations of, changes in the employee's physical condition that could affect respirator fit. Such conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.
3. If after passing a QLFT or QNFT, the employee subsequently notifies the program administrator, supervisor, or PLHCP that the fit of the respirator is unacceptable, the employee shall be given a reasonable opportunity to select a different respirator face piece and to be retested.
4. The fit test shall be administered using an OSHA-accepted QLFT or QNFT protocol.

Usage Rules

1. The company shall not permit respirators with tight-fitting face pieces to be worn by employees who have:
 - Facial hair that comes between the sealing surface of the face piece and the face or that interferes with valve function; or
 - Any condition that interferes with the face-to-face piece seal or valve function.
2. If an employee wears corrective glasses or goggles or other personal protective equipment, we shall ensure that such equipment is worn in a manner that does not interfere with the seal of the face piece to the face of the user.
3. For all tight-fitting respirators, we shall ensure that employees perform a user seal check each

time they put on the respirator.

4. Appropriate surveillance shall be maintained of work area conditions and degree of employee exposure or stress. When there is a change in work area conditions or degree of employee exposure or stress that may affect respirator effectiveness, we shall reevaluate the continued effectiveness of the respirator.
5. Respiratory equipment shall not be passed on from one person to another until it has been cleaned and sanitized. Respirators individually assigned should be marked to indicate to whom it was assigned. This mark shall not affect the respirator performance in any way. The date of issuance should be recorded.
6. When not in use, respirators shall be stored to protect against dust, sunlight, extreme temperatures, excessive moisture, or damaging chemicals. Plastic zip lock bags are suitable for storage.
7. The company shall ensure that employees leave the respirator use area:
 - To wash their faces and respirator facepieces as necessary to prevent eye or skin irritation associated with respirator use; or
 - If they detect vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece; or
 - To replace the respirator or the filter, cartridge, or canister elements.
8. If the employee detects vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece, we will replace or repair the respirator before allowing the employee to return to the work area.
9. For all IDLH atmospheres, the company shall ensure that:
 - One employee or, when needed, more than one employee is located outside the IDLH atmosphere;
 - Visual, voice, or signal line communication is maintained between the employee(s) in the IDLH atmosphere and the employee(s) located outside the IDLH atmosphere;
 - The employee(s) located outside the IDLH atmosphere are trained and equipped to provide effective emergency rescue;
 - The Supervisor or designee is notified before the employee(s) located outside the IDLH atmosphere enter the IDLH atmosphere to provide emergency rescue;
 - The Supervisor or designee authorized to do so by «Company_Name», once notified, provides necessary assistance appropriate to the situation;
 - Employee(s) located outside the IDLH atmospheres are equipped with pressure demand or other positive pressure SCBAs, or a pressure demand or other positive pressure supplied-air respirator with auxiliary SCBA; and either appropriate retrieval equipment for removing the employee(s) who enter(s) these hazardous atmospheres where retrieval equipment would contribute to the rescue of the employee(s) and would not increase the overall risk resulting from entry; or equivalent means for rescue where retrieval equipment is not required.

Maintenance, Inspection and Care of Respirators.

1. The company shall ensure that respirators are cleaned and disinfected using procedures

recommended by the respirator manufacturer, provided that such procedures are of equivalent effectiveness to OSHA regulations. The respirators shall be cleaned and disinfected at the following intervals:

- Respirators issued for the exclusive use of an employee shall be cleaned and disinfected as often as necessary to be maintained in a sanitary condition;
 - Respirators issued to more than one employee shall be cleaned and disinfected before being worn by different individuals;
 - Respirators maintained for emergency use shall be cleaned and disinfected after each use; and
 - Respirators used in fit testing and training shall be cleaned and disinfected after each use.
2. All respirators shall be stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and they shall be packed or stored to prevent deformation of the facepiece and exhalation valve.
 3. Emergency respirators shall be:
 - Kept accessible to the work area;
 - Stored in compartments or in covers that are clearly marked as containing emergency respirators; and
 - Stored in accordance with any applicable manufacturer instructions.
 4. All respirators used in routine situations shall be inspected before each use and during cleaning;
 5. All respirators maintained for use in emergency situations shall be inspected at least monthly and in accordance with the manufacturer's recommendations, and shall be checked for proper function before and after each use; and
 6. Emergency escape-only respirators shall be inspected before being carried into the workplace for use.
 7. The company shall ensure that respirator inspections include the following:
 - A check of respirator function, tightness of connections, and the condition of the various parts including, but not limited to, the facepiece, head straps, valves, connecting tube, and cartridges, canisters or filters; and
 - A check of elastomeric parts for pliability and signs of deterioration.
 8. In addition to the requirements above, self-contained breathing apparatus shall be inspected monthly.
 9. Air and oxygen cylinders shall be maintained in a fully charged state and shall be recharged when the pressure falls to 90% of the manufacturer's recommended pressure level. The employer shall determine that the regulator and warning devices function properly.
 10. For respirators maintained for emergency use, the company shall:
 - Certify the respirator by documenting the date the inspection was performed, the name (or signature) of the person who made the inspection, the findings, required remedial action, and a serial number or other means of identifying the inspected respirator; and

- Provide this information on a tag or label that is attached to the storage compartment for the respirator, is kept with the respirator, or is included in inspection reports stored as paper or electronic files. This information shall be maintained until replaced following a subsequent certification.
11. Repairs. The company shall ensure that respirators that fail an inspection or are otherwise found to be defective are removed from service, and are discarded or repaired or adjusted in accordance with the following procedures:
- Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and shall use only the respirator manufacturer's NIOSH-approved parts designed for the respirator;
 - Repairs shall be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and
 - Reducing and admission valves, regulators, and alarms shall be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

Training

1. The company shall ensure that each employee required to use a respirator can demonstrate knowledge of at least the following:
 - Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator;
 - What the limitations and capabilities of the respirator are;
 - How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;
 - How to inspect, put on and remove, use, and check the seals of the respirator;
 - What the procedures are for maintenance and storage of the respirator;
 - How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators; and
2. The training shall be conducted in a manner that is understandable to the employee.
3. The training shall be provided prior to requiring the employee to use a respirator in the workplace.
4. Retraining shall be administered annually, and when the following situations occur:
 - Changes in the workplace or the type of respirator render previous training obsolete;
 - Inadequacies in the employee's knowledge or use of the respirator indicate that the employee has not retained the requisite understanding or skill; or
 - Any other situation arises in which retraining appears necessary to ensure safe respirator use.

Program Evaluation

1. The safety program administrator shall conduct evaluations of the workplace as necessary to ensure that the provisions of the current written program are being effectively implemented and

that it continues to be effective.

2. The safety program administrator shall regularly consult employees required to use respirators to assess the employees' views on program effectiveness and to identify any problems. Any problems that are identified during this assessment shall be corrected. Factors to be assessed include, but are not limited to:
 - Respirator fit (including the ability to use the respirator without interfering with effective workplace performance);
 - Appropriate respirator selection for the hazards to which the employee is exposed;
 - Proper respirator use under the workplace conditions the employee encounters; and
 - Proper respirator maintenance.

Recordkeeping

1. Records of medical evaluations must be retained and made available to regulatory agencies.
2. The company shall establish a record of the qualitative and quantitative fit tests administered to an employee including:
 - The name or identification of the employee tested;
 - Type of fit test performed;
 - Specific make, model, style, and size of respirator tested;
 - Date of test; and
 - The pass/fail results for QLFTs or the fit factor and strip chart recording or other recording of the test results for QNFTs.
 - Fit test records shall be retained for respirator users until the next fit test is administered.
3. Program records shall be made available upon request to affected employees and to governing or regulatory agencies for examination and copying.

Procedures for Cleaning Respirators.

1. Remove filters, cartridges, or canisters. Disassemble facepieces by removing speaking diaphragms, demand and pressure-demand valve assemblies, hoses, or any components recommended by the manufacturer. Discard and replace any defective parts.
2. Wash components in warm (43 deg. C [110 deg. F] maximum) water with a mild detergent or with a cleaner recommended by the manufacturer. A stiff bristle (not wire) brush may be used to facilitate the removal of dirt.
3. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain.

4. When the cleaner used does not contain a disinfecting agent, respirator components should be immersed for two minutes in one of the following:
 - Hypochlorite solution (50 ppm of chlorine) made by adding approximately one milliliter of laundry bleach to one liter of water at 43 deg. C (110 deg. F); or,
 - Aqueous solution of iodine (50 ppm iodine) made by adding approximately 0.8 milliliters of tincture of iodine (6-8 grams ammonium and/or potassium iodide/100 cc of 45% alcohol) to one liter of water at 43 deg. C (110 deg. F); or,
 - Other commercially available cleansers of equivalent disinfectant quality when used as directed, if their use is recommended or approved by the respirator manufacturer.
5. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain. The importance of thorough rinsing cannot be overemphasized. Detergents or disinfectants that dry on facepieces may result in dermatitis. In addition, some disinfectants may cause deterioration of rubber or corrosion of metal parts if not completely removed.
6. Components should be hand-dried with a clean lint-free cloth or air-dried.
7. Reassemble facepiece, replacing filters, cartridges, and canisters where necessary.
8. Test the respirator to ensure that all components work properly.

Mandatory Information for Employees Using Respirators When Not Required

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

ELECTRICAL & LOCK-OUT / TAG-OUT PROGRAM

The company has developed the following procedures to protect our employees and reduce the risk of accidents. We will also conduct a periodic review of electrical safety, energy control procedures, and lock-out / tag-out, at least annually, to ensure that the procedure and the requirements of this section are being followed.

This procedure is binding upon all employees. All employees will be instructed in the significance of electrical safety, energy control procedures, and lock-out / tag-out. Each new employee shall be instructed by their Supervisor in the purpose and use of these procedures.

All Equipment and Installations

1. Only trained, qualified, and authorized employees will be allowed to make electrical repairs or work on electrical equipment or installations.
2. All electrical equipment and systems shall be treated as energized until tested or otherwise proven to be de-energized.
3. All energized equipment and installations will be de-energized prior to the commencement of any work. If the equipment or installation must be energized for test or other purposes, special precautions will be taken to protect against the hazards of electric shock.

4. All equipment shall be locked out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy-isolating device bearing a lock.
5. Safety grounds shall always be used where there is a danger of shock from back feeding or other hazards.
6. Polyester clothing or other flammable types of clothing shall not be worn near electrical circuits. Cotton clothing is much less likely to ignite from arc blast. Employees working on live circuits shall be provided Nomex or equivalent fire resistant clothing.
7. Suitable eye protection must be worn at all times while working on electrical equipment.
8. Always exercise caution when energizing electrical equipment or installations. Take steps to protect employees from arc blast and exploding equipment in the event of a fault.
9. All power tools will be grounded or double insulated. Tools with defective cords or wiring shall not be used.
10. Suitable temporary barriers or barricades shall be installed when access to open enclosures containing exposed energized equipment is not under the control of an authorized person.

Energized Equipment or Systems

Work shall not be performed on exposed energized parts of equipment or systems until the following conditions are met:

1. Responsible supervision has determined that the work is to be performed while the equipment or systems are energized.
2. Involved personnel have received instructions on the work techniques and hazards involved in working on energized equipment and appropriate equipment to perform the job has been provided.
3. Suitable personal protective equipment has been provided and is used. Suitable insulated gloves shall be worn for voltages in excess of 300 volts, nominal.
4. Suitable eye protection, including face shield and safety glasses or goggles, has been provided and is used.
5. Fire resistant clothing such as Nomex suits is worn.
6. Where required, suitable barriers, barricades, tags, or signs are in place for personnel protection.

After the required work on an energized system or equipment has been completed, an authorized person shall be responsible for:

1. Removing from the work area any personnel and protective equipment.
2. Reinstalling all permanent barriers or covers.

De-energized Equipment or Systems

A qualified person shall be responsible for completing the following before working on de-energized electrical equipment or systems, unless the equipment is physically removed from the wiring system:

1. Notifying all involved personnel.
2. Locking the disconnecting means in the "open" position with the use of lockable devices, such as padlocks, combination locks or disconnecting of the conductor(s) or other positive methods or procedures which will effectively prevent unexpected or inadvertent energizing of a designated circuit, equipment or appliance.
3. Tagging the disconnecting means with suitable accident prevention tags.
4. Effectively blocking the operation or dissipating the energy of all stored energy devices which present a hazard, such as capacitors or pneumatic, spring-loaded and like mechanisms. This may require the installation of safety grounds.
5. Testing the equipment to ensure it is de-energized.

Energizing (or Re-energizing) Equipment or Systems

A qualified and authorized person shall be responsible for completing the following before energizing equipment or systems that have been de-energized:

1. Determining that all persons are clear from hazards which might result from the equipment or systems being energized including arc blast or explosions caused by unexpected faults.
2. Removing locking devices and tags. Only the employee who placed them may remove locking devices and tags. Locking devices and tags shall be removed upon completion of the work and after the installation of the protective guards and/or safety interlock systems.

Accident Prevention Tags

Suitable accident prevention tags shall be used to control a specific hazard. Such tags shall provide the following minimum information:

1. Reason for placing tag.
2. Name of person placing the tag and how that person may be contacted.
3. Date tag was placed.

Lock-out / Tag-out

Machinery or equipment capable of movement shall be stopped and the power source de-energized

or disengaged, and locked out. If necessary, the moveable parts shall be mechanically blocked or secured to prevent inadvertent movement during cleaning, servicing or adjusting operations unless the machinery or equipment must be capable of movement during this period in order to perform the specific task. If so, the hazard of movement shall be minimized.

Equipment or power driven machines equipped with lockable controls, or readily adaptable to lockable controls, shall be locked out or positively sealed in the "off" position during repair work and setting-up operations. In all cases, accident prevention signs and/or tags shall be placed on the controls of the equipment or machines during repair work.

The company will provide a sufficient number of accident prevention signs or tags and padlocks, seals or other similarly effective means that may be required by any reasonably foreseeable repair.

Sequence of Lockout Procedure

1. Notify all affected employees that a lockout is required and the reason therefore.
2. If the equipment is operating, shut it down by the normal stopping procedure (such as: depress stop button, open toggle switch).
3. Operate the switch, valve, or other energy isolating devices so that the energy source(s) (electrical, mechanical, hydraulic, other) is disconnected or isolated from the equipment.
4. Stored energy, such as that in capacitors, springs, elevated machine members, rotating fly wheels, hydraulic systems, and air, gas, steam or water pressure, must also be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down.
5. Lockout energy isolating devices with an assigned individual lock.
6. After ensuring that no personnel are exposed and as a check on having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate. CAUTION: Return operating controls to neutral position after the test.

Procedure Involving More Than One Person

If more than one individual is required to lock out equipment, each shall place his/her own personal lock on the energy isolating device(s). One designated individual of a work crew or a Supervisor, with the knowledge of the crew, may lock out equipment for the whole crew. In such cases, it may be the responsibility of the individual to carry out all steps of the lockout procedure and inform the crew when it is safe to work on the equipment. Additionally, the designated individual shall not remove a crew lock until it has been verified that all individuals are clear.

Testing Equipment during Lockout

In many maintenance and repair operations, machinery may need to be tested, and for that purpose energized, before additional maintenance work can be performed. This procedure must be followed:

1. Clear all personnel to safety.

2. Clear away tools and materials from equipment.
3. Remove lockout devices and re-energize systems, following the established safe procedure.
4. Proceed with tryout or test.
5. Neutralize all energy sources once again, purge all systems, and lockout prior to continuing work.

Equipment design and performance limitations may dictate that effective alternative worker protection be provided when the established lock-out procedure is not feasible.

Restoring Equipment to Service

After the work is completed and the equipment is ready to be returned to normal operation, this procedure must be followed:

1. Remove all non-essential items.
2. See that all equipment components are operationally intact, including guards and safety devices. Repair or replace defective guards before removing lockouts.
3. Remove each lockout device using the correct removal sequence.
4. Make a visual check before restoring energy to ensure that everyone is physically clear of the equipment.

CONFINED SPACE OPERATIONS

Occasionally in our work, we may encounter confined spaces. Confined space work requires special safety precautions to ensure that employees are not overcome by dangerous air contaminants or oxygen deficiency. In some cases, there may be fire or explosion hazards in confined spaces that do not exist in open areas. Many workers have been killed or seriously injured in confined spaces. To avoid this, employees must adhere to the following rules. This section prescribes minimum standards for preventing employee exposure to dangerous air contamination and/or oxygen deficiency in confined spaces. In some cases, extra precautions may be necessary. As always, if you are unsure, ask for assistance.

Definitions

A confined space has the following properties:

1. Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency that may exist or develop.
2. Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening(s).
3. The area is not designed for continuous human occupancy.

Dangerous air contamination means an atmosphere presenting a threat of causing death, injury, acute illness, or disablement due to the presence of flammable and/or explosive, toxic, or otherwise injurious or incapacitating substances.

Dangerous air contamination due to the flammability of a gas or vapor is defined as an atmosphere containing the gas or vapor at a concentration greater than 20 percent of its lower explosive (lower flammable) limit.

Dangerous air contamination due to a combustible particulate is defined as a concentration greater than 20 percent of the minimum explosive concentration of the particulate.

Dangerous air contamination due to the toxicity of a substance is defined as the atmospheric concentration immediately hazardous to life or health. This definition of dangerous air contamination due to the toxicity of a substance does not preclude the requirement to control harmful exposures to toxic substances at concentrations less than those immediately hazardous to life or health.

Oxygen deficiency. An atmosphere containing oxygen at a concentration of less than 19.5 percent by volume.

Oxygen rich. An atmosphere containing oxygen at a concentration of more than 22 percent by volume. This creates additional fire hazards.

Typical Confined Spaces:

- Vaults
- Pits
- Tubs
- Vats
- Ducts
- Boilers
- Silos
- Sewers
- Compartments

Prior to Confined Space Entry:

1. Written, understandable operating and rescue procedures shall be developed and shall be provided to affected employees. The operating procedures shall include provision for the surveillance of the surrounding area to avoid hazards such as drifting vapors from tanks, piping and sewers.
2. All employees, including standby persons if needed, will be trained in the operating and rescue procedures, including instructions as to the hazards they may encounter.
3. Any lines, pipes or hoses which may convey flammable, injurious, or incapacitating substances into the space shall be disconnected, blinded, or blocked off by other positive means to prevent the development of dangerous air contamination and/or oxygen deficiency within the space. The disconnection or blind shall be so located or done in such a manner that inadvertent reconnection

of the line or removal of the blind are effectively prevented.

4. The space shall be emptied, flushed, or otherwise purged of flammable, injurious or incapacitating substances to the extent feasible.
5. The air shall be tested with an appropriate device or method to determine whether dangerous air contamination and/or an oxygen deficiency exists and a written record of such testing results shall be made and kept at the work site for the duration of the work. Affected employees and/or their representative shall be afforded an opportunity to review and record the testing results.
6. Where interconnected spaces are blinded off as a unit, each space shall be tested and the results recorded. The most hazardous condition found shall govern the entry procedures to be followed.

Confined Space Entry if Tests Show No Hazard

If dangerous air contamination and/or oxygen deficiency does not exist within the space, as demonstrated by tests performed in accordance with the pre-entry procedures, entry into and work within the space may proceed subject to the following provisions:

1. Air testing, in accordance with the pre-entry procedures, shall be conducted with sufficient frequency to ensure that the development of dangerous air contamination and/or oxygen deficiency does not occur during the performance of any operation.
2. Work stops, employees exit, and additional precautions are taken if dangerous air contamination and/or oxygen deficiency does develop.

Confined Space Entry if Tests Show Hazards are Present or are Likely to Develop

Where the existence of dangerous air contamination and/or oxygen deficiency is demonstrated by tests performed in accordance with the pre-entry procedures or if the development of dangerous air contamination and/or an oxygen deficiency is imminent, the following requirements shall also apply:

1. Existing ventilation shall be augmented by appropriate means.
2. When additional ventilation has removed dangerous air contamination and/or oxygen deficiency as demonstrated by additional testing conducted (and recorded), entry into and work within the space may proceed.
3. No source of ignition shall be introduced until the implementation of appropriate provisions of this section have ensured that dangerous air contamination due to flammable and/or explosive substances does not exist.
4. Whenever oxygen-consuming equipment such as welding torches, furnaces and the like are to be used, measures shall be taken to ensure adequate combustion air and exhaust gas venting.
5. To the extent feasible, provision shall be made to permit ready entry and exit.
6. Where it is not feasible to provide for ready exit from spaces equipped with automatic fire suppression systems employing harmful design concentrations of toxic or oxygen-displacing gases, or total foam flooding, such systems shall be deactivated. Where it is not practical or

safe to deactivate such systems, the use of respiratory protective equipment, such as SCBA, shall apply during entry into and work within such spaces.

Confined Spaces Where Dangerous Air Contamination Cannot be Removed by Ventilation

It is the policy of the company to only work in a confined space if it can be made safe by the means listed above. We will not work in confined spaces where there is an ongoing hazard of air contamination or oxygen deficiency. These operations require extra measures and precautions beyond our immediate ability to perform. If such work does become necessary, a separate program will be developed.

FORKLIFTS

Each year about 100 workers are killed and almost 95,000 injured in industrial truck accidents across the country. To properly protect our employees from such accidents, the company has adopted the following Forklift Safety Program.

General

The company will ensure that each powered industrial truck operator is competent to operate a powered industrial truck safely, as demonstrated by the successful completion of the training and evaluation specified below.

Prior to permitting an employee to operate a powered industrial truck (except for training purposes), the company shall ensure that the employee has successfully completed a training program.

Training Program Implementation.

Trainees may operate a powered industrial truck only:

- under the direct supervision of persons who have the knowledge, training, and experience to train operators and evaluate their competence; and
- Where such operation does not endanger the trainee or other employees.

Training shall consist of a combination of formal instruction (e.g., lecture, discussion, interactive computer learning, video tape, written material), practical training (demonstrations performed by the trainer and practical exercises performed by the trainee), and evaluation of the operator's performance in the workplace.

All operator training and evaluation shall be conducted by persons who have the knowledge, training, and experience to train powered industrial truck operators and evaluate their competence.

Note: This section does not require that the training be given by any particular individual or

organization. The trainer must only be able to demonstrate that they have appropriate knowledge, training and experience to train others and evaluate their competence.

Training Program Content.

Powered industrial truck operators shall receive initial training in the following topics.

- Operating instructions, warnings, and precautions for the types of truck the operator will be authorized to operate;
- Differences between the truck and the automobile;
- Truck controls and instrumentation: where they are located, what they do, and how they work;
- Engine or motor operation;
- Steering and maneuvering;
- Visibility (including restrictions due to loading);
- Fork and attachment adaptation, operation, and use limitations;
- Vehicle capacity;
- Vehicle stability;
- Any vehicle inspection and maintenance that the operator will be required to perform;
- Refueling and/or charging and recharging of batteries;
- Operating limitations;
- Any other operating instructions, warnings, or precautions listed in the operator's manual for the types of vehicle that the employee is being trained to operate.
- Workplace-related topics:
 - Surface conditions where the vehicle will be operated;
 - Composition of loads to be carried and load stability;
 - Load manipulation, stacking, and unstacking;
 - Pedestrian traffic in areas where the vehicle will be operated;
 - Narrow aisles and other restricted places where the vehicle will be operated;
 - Hazardous locations where the vehicle will be operated;
 - Ramps and other sloped surfaces that could affect the vehicle's stability;
 - Closed environments and other areas where insufficient ventilation or poor vehicle maintenance could cause a buildup of carbon monoxide or diesel exhaust;
 - Other unique or potentially hazardous environmental conditions in the workplace that could affect safe operation;
- The requirements of this section.

Refresher Training and Evaluation.

Refresher training, including an evaluation of the effectiveness of that training, shall be conducted to ensure that the operator has the knowledge and skills needed to operate the powered industrial truck safely.

Refresher training in relevant topics shall be provided to the operator when:

- The operator has been observed to operate the vehicle in an unsafe manner;
- The operator has been involved in an accident or near-miss incident;

- The operator has received an evaluation that reveals that the operator is not operating the truck safely;
- The operator is assigned to drive a different type of truck; or
- A condition in the workplace changes in a manner that could affect safe operation of the truck.

An evaluation of each powered industrial truck operator's performance shall be conducted at least once every three years.

Avoidance of Duplicative Training.

If an operator has previously received training in a topic specified above, and such training is appropriate to the truck and working conditions encountered, additional training in that topic is not required if the operator has been evaluated and found competent to operate the truck safely.

Note: This section reduces the training requirement for previously trained operators provided we can demonstrate that the operator knows the material. Since some of the required training is unique to the area where the lift will be operated, we must still cover these areas even if the employee was previously trained.

Certification.

The company shall certify that each operator has been trained and evaluated as required by this paragraph (I). The certification shall include the name of the operator, the date of the training, the date of the evaluation, and the identity of the person(s) performing the training or evaluation.

SAFETY PROGRAM EVALUATION

The Program Administrator will be responsible for ensuring the safety program is reviewed at least once during the first year after implementation and then at least annually thereafter.

The review will be to ensure that the written plan is appropriate for the company at the time of the review and for any anticipated future changes. The Program Administrator or designee will be required to provide written notice that the review was conducted and communicate changes, suggested modifications, and improvements.

RECORDKEEPING

The program administrator will ensure the maintenance of all Safety Program records, for the listed periods, including:

- | | |
|--|----------------------|
| 1. New Employee Safety Orientation forms | length of employment |
| 2. Code of Safe Practices Receipt | length of employment |
| 3. Disciplinary actions for safety | 1 year |

- | | |
|--|---------|
| 4. Safety inspections | 2 years |
| 5. Safety meeting reports | 2 years |
| 6. Safety Contact Reports | 2 years |
| 7. Accident investigations | 5 years |
| 8. Federal or State OSHA log of injuries | 5 years |
| 9. Inventory of Hazardous Materials (if any) | forever |
| 10. Employee exposure or medical records | forever |

Records are available for review at the main office.

APPENDIXES

1. HAZARD ASSESSMENT AND CORRECTION RECORD
2. ACCIDENT / EXPOSURE INVESTIGATION FORM
3. WORKER TRAINING AND INSTRUCTION RECORD
4. EMPLOYEE SAFETY CONTACT REPORT
5. NEW EMPLOYEE SAFETY ORIENTATION
6. CODE OF SAFE WORK PRACTICES RECEIPT
7. COMPANY VEHICLE POLICY RECEIPT
8. SAFETY COMMITTEE MEETING MINUTES
9. SAFETY MEETING MINUTES
10. VEHICLE INSPECTION CHECKLIST
11. FACILITY INSPECTION CHECKLISTS

HAZARD ASSESSMENT AND CORRECTION RECORD

Date of Inspection: _____ Person Conducting Inspection: _____

Unsafe Condition or Work Practice:

Corrective Action Taken:

Date of Inspection: _____ Person Conducting Inspection: _____

Unsafe Condition or Work Practice:

Corrective Action Taken:

Date of Inspection: _____ Person Conducting Inspection: _____

Unsafe Condition or Work Practice:

Corrective Action Taken:

ACCIDENT / EXPOSURE INVESTIGATION REPORT

Date & Time of Accident:
Location:
Accident Description:
Workers Involved:
Preventive Action Recommendations: Recognize the hazards and make a plan.
Corrective Actions Taken: Develop procedures to control hazards that may arise during non-routine operations.

Manager Responsible:

Date Completed:

EMPLOYEE SAFETY CONTACT REPORT

Work site: _____
Manager / Supervisor: _____
Employee name _____
Date _____
Job title _____

Safety concern:

Corrective action:

Signed: _____
Employee

Signed: _____
Manager / Supervisor

NEW EMPLOYEE SAFETY ORIENTATION

The Supervisor will verbally cover the following items with each new employee on the first day of their employment.

Employee Name: _____
Start Date: _____
Job Title / Position: _____

Instruction has been received in the following areas.

- 1. Code of Safe Practices.*
- 2. Hazard Communication (chemicals) Employee Training Handbook.*
- 3. Driving Safety Rules.*
- 4. Safety rule enforcement procedures.
- 5. Necessity of reporting ALL injuries, no matter how minor, IMMEDIATELY.
- 6. Proper method of reporting safety hazards.
- 7. Emergency procedures and First Aid.
- 8. Proper work clothing & required personal protective equipment.
- 9. List all special equipment, such as lifts, employee is trained and authorized to use.
- 10. Emergency Exits and Fire Extinguishers.

* Give a copy of these items to the employee.

I agree to abide by all company safety polices and the Code of Safe Practices. I also understand that failure to do so may result in disciplinary action and possible termination.

Signed _____ Date _____
Employee

Signed _____ Date _____
Supervisor Supervisor

CODE OF SAFE PRACTICES RECEIPT

This is to certify that I have received a copy of the Code of Safe Practices. I have read these instructions, understand them, and will comply with them while working for the company.

I understand that failure to abide by these rules may result in disciplinary action and possible termination of my employment with the company.

I also understand that I am to report any injury to my Supervisor or Manager immediately and report all safety hazards.

I further understand that I have the following rights.

- I am not required to work in any area I feel is not safe.
- I am entitled to information on any hazardous material or chemical I am exposed to while working.
- I am entitled to see a copy of the Safety Manual and Injury and Illness Prevention Program.
- I will not be discriminated against for reporting safety concerns.

Print Name

Sign Name

Date

Copy: Employee
File

Driving Safety Rules
COMPANY VEHICLE POLICY RECEIPT

This is to certify that I have received a copy of the Driving Safety Rules and Company Vehicle Policy. I have read these instructions, understand them, and will comply with them while driving company vehicles.

I understand that failure to abide by these rules will result in disciplinary action and possible suspension of my driving privileges.

I also understand that I am to report any accident to the office immediately.

Print Name

Sign Name

Date

Copy: Employee File

SAFETY COMMITTEE MEETING MINUTES

Date of Committee

Meeting: _____ *Location:* _____

Minutes prepared by: _____ *Date:* _____

Review of Safety Inspection and Plan of Correction:

Previous Business:

New Business: _____

Review of Accidents:

Plan of Correction:

Employee Suggestions:

Recommended Safety Training:

Additional Comments:

Safety Committee Meeting Attendance:

- | | |
|-----------|-----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |
| 15. _____ | 16. _____ |
| 17. _____ | 18. _____ |
| 19. _____ | 20. _____ |

SAFETY MEETING MINUTES

Company: _____ Department: _____

Presenter: _____ Date: _____

Safety Topic Discussed:

Additional items addressed other than topic:

Suggestions and Comments:

Safety Meeting Attendance:

- | | |
|-----------|-----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |
| 15. _____ | 16. _____ |
| 17. _____ | 18. _____ |

VEHICLE INSPECTION CHECKLIST

Driver _____ Date _____
Vehicle _____ Mileage _____

The items on this inspection sheet should be checked daily. A separate sheet should be filled out for each vehicle driven. Example: If you drive vehicle #3614 and swap to #7659 during the day, 2 inspection sheets should be filled out for that day. These forms are due daily. Place an X by any item that needs attention. Place a check mark by the rest. Any discrepancies should be detailed on the bottom of this sheet.

- _____ Ignition Key
- _____ Fuel Key
- _____ Check Radio (Two way check)
- _____ Visual Inspection for Exterior Damage/Leaks under vehicle
- _____ Check inside Engine compartment for Leaks/loose items
- _____ Oil Level
- _____ Washer Fluid Level
- _____ Coolant Level
- _____ Power Steering Fluid Level
- _____ Start Engine and check Transmission Fluid Level (Fluid should be hot)
- _____ Check for Air Gauge
- _____ Check Tires for wear and pressure **(70 PSI COLD)**
- LF _____ LR _____ RF _____ RR _____
- _____ Check Horn
- _____ Check Heater/Defroster
- _____ Check Windshield Wipers/Washers
- _____ Check Highlight/Signal lights/4way flashes/Tail lights/Backup lights/Horn
- _____ Check Lift, run one Complete Cycle
- _____ Check Interior lights
- _____ Check Mirrors for damage and adjustments
- _____ Check fuel level **(Should Not be Less Than 1/2 Tank)**
- _____ Check First Aide Kit on Board and full
- _____ Check Fire Extinguisher on board/Gauge showing charged, proper seal & pin
- _____ Check Adequate tie-downs/Tie-down Tracks (must be clean)
- _____ Check BIOHAZ KIT (Seal)
- _____ As you drive, continually check for any strange smells, sounds, vibrations, or anything that does not feel right.

*Form to be completed and turned in to Operations Manager DAILY.

The following discrepancies were noted: _____

Driver's Signature: _____

Corrective action taken: _____

<ul style="list-style-type: none"> • Are step risers on stairs uniform from top to bottom? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are steps on stairs and stairways designed or provided with a slip-resistant surface? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are stairway handrails located between 30 and 34 inches above the leading edge of stair treads? 	<input type="checkbox"/>	<input type="checkbox"/>	

GENERAL WORK ENVIRONMENT

Criteria	Check One		Comments
	Yes	No	
<ul style="list-style-type: none"> • Are stairway handrails capable of withstanding a load of 200 pounds, applied in any direction? 	<input type="checkbox"/>	<input type="checkbox"/>	
ELEVATED SURFACES			
<ul style="list-style-type: none"> • Is the vertical distance between stairway landings limited to 12 feet or less? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are stairways adequately illuminated? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are signs posted showing the elevated surface load capacity? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Do elevated work areas have a permanent means of access and egress? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are materials on elevated surfaces piled, stacked or racked in a manner to prevent tipping, falling, collapsing, rolling or spreading? 	<input type="checkbox"/>	<input type="checkbox"/>	
EXITS AND EXIT DOORS			
<ul style="list-style-type: none"> • Are all exits marked with an exit sign and illuminated by a reliable light source? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are exit routes clearly marked? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are doors, passageways or stairways that are neither exits nor access to exits, appropriately marked "NOT AN EXIT" or "STOREROOM" etc.? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are all exits kept free of obstructions? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are there sufficient exits to permit prompt escape in case of emergency? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Do exit doors open in the direction of exit travel? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are doors that swing in both directions provided with viewing panels in each door? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Are exits and exit routes equipped with emergency lighting? 	<input type="checkbox"/>	<input type="checkbox"/>	
ADDITIONAL REMARKS:			

Additional information regarding this safety program manual can be obtained through the safety program administrator or safety committee.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

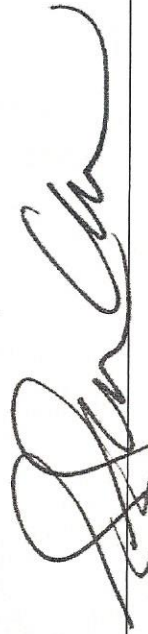
Issued to: BCH CONSTRUCTION, INC.

DBA: BCH CONSTRUCTION, INC.
2516 SOUTHERN BLVD SE
RIO RANCHO, NM 87124-3737

Expires: **31-Mar-2023**

Certificate Number:

L2123957936



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

EXHIBIT B

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors as to their business status. Please furnish the information requested below.


- 1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201
- 1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and
- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
 - (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
 - (3) Is certified by the SBA as a Small Disadvantaged Business.
- 1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
- 1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
- 1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
- 1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: **BCH Construction Inc.** Telephone: **505-994-4563**
Street Address: **2516 Southern Blvd SE** County: **Sandoval**
City: **Rio Rancho** State & Zip: **NM, 87124**
Is this firm a (please check): Division Subsidiary Affiliated? Primary NAICS Code: **236220**
If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business (Must be SBA Certified)
- 3. Woman Owned Small Business
- 4. HUBZone Small Business Concern (Must be SBA Certified)
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

Signature and Title of Individual Completing Form:


Date 11/15/2022

Please return this form to:

The University of New Mexico
Purchasing Department
MSC01 1240
Albuquerque, NM 87131
505-277-2036 (voice)
505-277-7774 (fax)

NOTE:

This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

THANK YOU FOR YOUR COOPERATION

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)