# 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) See page 3

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. See page 3

4) Provide a list of contemplated subcontractors. See page 3

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. See page 3

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. See page 3

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: Sal Tortorici

Title: Vice President Field Operations

Phone: 505-884-0994 Fax: 505-883-5073

Email: stortorici@yearout.com

**Marketing:**

Contact Person: Rebecca Rodriguez

Title: Business Development Manager

Phone: 505-884-0994 Fax: 505-883-5073

Email: rrodriguez@yearout.com

**Account Manager/Sales Lead:**

Contact Person: Erik Donoghue

Title: Project Manager

Phone: 505-884-0994 Fax: 505-883-5073

Email: edonoghue@yearout.com

**Sales Support:**

Contact Person: Rebecca Rodriguez

Title: Business Development Manager

Phone: 505-884-0994 Fax: 505-883-5073

Email: rrodriguez@yearout.com

**Contract Management (if different than sales lead):**

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

**Financial Reporting:**

Contact Person: Becky Auge

Title: Vice President Finance

Phone: 505-884-0994 Fax: 505-883-5073

Email: bauge@yearout.com

# MANAGEMENT PLAN (Appendix A)

1. Founded in 1963 by Bob Yearout, Yearout Mechanical has been a premier Plumbing and Mechanical contract in the State of New Mexico. Our ever-evolving technology coupled with the industries highly training and most qualified personnel, there ultimately becomes no job or scope within the industry Yearout cannot fulfil.

2. Yearout has vast experience in JOC Contracting, from leading the process as a "prime" contractor to being part of larger teams to formulate a successful project. Yearout has been called on time and time again to develop scopes of work consistent with the client's needs and overall best practice for any given project. We have employed the methods set forth in Job scoping by utilizing the Gordian (Construction Task Catalog®) pricing standards (mentioned in this RFP). A comprehensive tasking directive plan that implements a standardized set of processes to ensure that all employees are consistently performing the entire scope 100% of the time is used any strictly adhered to at all time. These standards are set forth in order to protect the employees, site personnel, public easements, right of ways, and pedestrians, as well as the rest of the project environment. Throughout Yearout, it is our individual mission to see that all projects are completed safely and on time and within budget. Our greatest accomplishments are when our clients could not imagine success without us.

3. A key element in any project is the subcontractor base that will actually put the work in place. Issue qualification documents to ensure subcontractors and suppliers meet both Project and State requirements for construction. If required we review all equipment submittals to ensure compliance with the Owners project requirements. We negotiate terms and conditions of subcontracts and purchase orders. Being a large well diversified company we can execute many projects simultaneously as well as manage multiple sub-contractors and suppliers. It is our policy to treat our subcontractors fairly and pay them promptly for their work. As we award contracts to the firms best suited to accomplish the work, we ensure the scopes are understood and available resources of each organization is focused and ready for the task ahead. Below is a list a Few subcontractors we have teamed with in the past with successful results:

4. Prime Electric
   DKD Electric
   First Mesa Construction
   Energy Balance Inc
   Crane Services, INC
   Mountain States Crane Services

5. Yearout consistently looks for innovative and cost effective ways to execute tasks, with minimal impact on the function or original design intent of the project. We maintain the highest standards and deliver quality sustainable designs to each project, delivered through some of the industries most talented PM's, Foreman, and Craftsmen.

**6.** Yearout's Design build team has consistently and reputability, executed projects of all sizes and scopes. More specifically Plumbing and HVAC Value Design is what defines us as a customer focused Construction Company, and one of the leaders in innovation and value in the Construction Industry.

**Executive Contact**
Sal Tortorici
VP Operations
505-884-0994 Ex 6365 (F) 505-883-5073
stortorici@Yearout.com

# Appendix B – Contractor's Statement of Qualification

**1. ORGANIZATION**

Name: Yearout Mechanical, LLC Address:

Principal Office:

[ ] Corporation [ ] Partnership [ ] Sole Proprietorship [ ] Joint Venture

[X] Other Limited Liability Company

a. How many years has your organization been in business as a contractor? 59 years

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

5 years

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

Yearout Mechanical, Inc. and Yearout Mechanical & Engineering, Inc.

d. Department of Work Force Solutions Contracting Registration # 28501691192016

Effective Dates: 4/15/22/ to 4/29/24

e. Submit FEIN and Dunn & Bradstreet report. Attached

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

None

g. Felony Conviction Notice: Indicate if the supplier
   - 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.

No to all of the above

h. Describe any debarment or suspension actions taken against supplier

None

**2. LICENSING**

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

Yearout Mechanical, LLC

b. License Classification: MM98, GB98 & GF09

c. License

Number: 2363 License Code: $1,000,000+

d. Issue Date: 7/01/1967 Expiration Date: 06/30/2023

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?
[X] Yes [ ] No (attach explanation)

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

- License Number: ZBL992389 Jurisdiction: Bernalillo County
  Name of License Holder, exactly as it appears on file with jurisdictional authorities.
  Yearout Mechanical
  Issue Date: 9/9/2022 Expiration Date: 9/9/2023

- License Number: BRC-2002-276346 Jurisdiction: City of Albuquerque
  Name of License Holder, exactly as it appears on file with jurisdictional authorities.
  Yearout Mechanical
  Issue Date: 03/01/2022 Expiration Date: 02/28/2023

- License Number: 22-00013527 Jurisdiction: City of Rio Rancho
  Name of License Holder, exactly as it appears on file with jurisdictional authorities.
  Yearout Mechanical
  Issue Date: 6/24/2022 Expiration Date: 6/30/2023

g. Is your firm registered with the State of New Mexico's Purchasing Department with a Resident Preference Number? [X] Yes [ ] No
Resident Preference Number: L0072759984 Issue Date: 3/13/2020
Name of number holder, exactly as it appears on file with State Purchasing.
Yearout Mechanical

h. Is your firm free from formal debarment from public works, federal, state or local jurisdictions?
[X] Yes [ ] No (attach explanation*)

(1) Total number of current employees:

| | |
|---|---|
| Project Managers | 6 |
| Estimators | 6 |
| Superintendents | 6 |
| Foremen | 20 |
| Tradesmen | 200 |

Administration 50
Others 0

**3. CAPACITY AND CAPABILITY TO PERFORM THE WORK**

a. Resources.

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

[X] Yes [ ] No

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

2 - Albuquerque and Las Cruces

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

$65,800,000

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

$160,000,000

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

Continue to be New Mexico's premier HVAC/Plumbing contractor

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

Safety, Corporate Culture, Technology, Quality and training for our skilled tradespersons

(8) Describe any green or environmental initiatives or policies.

See Appendix D - approach to recycling

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

Net 30 days - PO or Job Specific Contracts

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

NA

**4. SURETY**

a. Firm's current surety company: Rosenberg & Parker Surety

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

[X] Yes

[ ] No (attach explanation*)

Contact Agent: Jon Black Telephone: 610-668-9100

Years utilizing this surety: 3 Maximum capacity: $300,000,000

Aggregate Total of current surety in force: $100,000,000

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?
[X] 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?
[X] Yes [ ] No (attach explanation*)

**d. *Complete Attachment A (Notarized Declaration of Surety)* 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?
[X] 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: 2.29

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?
[X ] 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?
[X] 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?

[X] Yes [ ] No (attach explanation*)

c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents?
[X] Yes [ ] No (attach explanation*)

d. ***Complete Attachment B (Proof of Insurance)*** 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?
[X] Yes [ ] No (attach explanation*)

b. ***Complete Attachment C (Copy of Quality Assurance)*** Program 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 [X] 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 [X] 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?
[X] Yes [ ] No (attach explanation*)

b. ***Complete Attachment D (Affidavit of Non-Violation of Labor Codes)*** 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?
[X] Yes [ ] No (attach explanation*)

10. **VALUE STATEMENT**

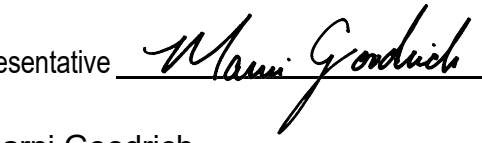
UNM places a strong emphasis on diversity, quality management and sustainable efforts and strives to utilize these practices in its everyday activities. ***Complete Attachment E (Copy of Value Statement)*** by describing your firm's value system and note how you would demonstrate such practices on this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

11. **CONTRACTOR'S COMMENTS**

a. ***Complete Attachment F (Clarifications, and Explanations)*** 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 (Additional Information (Optional)*** 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 

Printed or typed name Marni Goodrich

Title Director Business Operations

Date 11/16/2022

Company name Yearout Mechanical, LLC

Address 8501 Washington St. NE

City/State/Zip Albuquerque, NM 87113

Telephone 505-884-0994 Fax 505-883-5073

Email mgoodrich@yearout.com

**ATTACHMENTS INCLUDED - 12**

Please check all attachments included in the proposal

[X] A Notarized Declaration of Surety
[X] B Proof of Insurance
[X] C Copy of Quality Assurance Program
[X] 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 ---------

- - - - -

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423419737
Aug. 19, 2021 LTR 3064C 0
85-0169119 000000 00
00025800
BODC: SB

YEAROUT MECHANICAL LLC
8501 WASHINGTON ST NE
ALBUQUERQUE NM 87113-1679

022472

Taxpayer identification number: 85-0169119

Dear Taxpayer:

Thank you for your correspondence dated Oct. 30, 2020

We have received your conversion documentation from your state. Your account has been updated accordingly. Your Subchapter S status with an effective date of Dec. 13, 2018 remains in effect

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/forms-pubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call Enity at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MST.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423419737
Aug. 19, 2021 LTR 3064C 0
85-0169119 000000 00
00025801

YEAROUT MECHANICAL LLC
8501 WASHINGTON ST NE
ALBUQUERQUE NM 87113-1679

Sincerely yours,

Sheri L. Steed

Sheri L. Steed
Entity Department Manager

Enclosures:

Update your information with D-U-N-S® Manager

## YEAROUT MECHANICAL, LLC.

**D-U-N-S:** 03-570-8973

**ADDRESS:** 8501 Washington St Ne, Albuquerque, NM, 87113, United States

Active Parent

Export as PDF

**Report as of:** 11-17-2022

# Risk Assessment

QUESTIONS?

### SCORES AND RATINGS

| Max. Credit Recommendation | PAYDEX® Score | Delinquency Predictor Percentile | Financial Stress Percentile | Supplier Evaluation Risk Rating |
|---|---|---|---|---|
| US$ 270,000 | 57<br>MODERATE RISK | 15<br>MODERATE-HIGH RISK | 2<br>MODERATE-HIGH RISK | UNAVAILABLE |

### D&B GUIDANCE

**Overall Business Risk**

| LOW | LOW-MODERATE | MODERATE | MODERATE-HIGH | HIGH |
|---|---|---|---|---|

**Maximum Credit Recommendation**

US$ 270,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

**Dun & Bradstreet Thinks...**

- Overall assessment of this company: **SOME-STABILITY-CONCERNS**
- Based on the perceived sustainability of this company: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS-DISCONTINUED-OPERATIONS-OR-BUSINESS-INACTIVITY**
- Based on the payment behavior of this company: **HEIGHTENED-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

### PAYDEX® SCORE

Based on 24 month

**57**

Low Risk (100) High Risk (1)

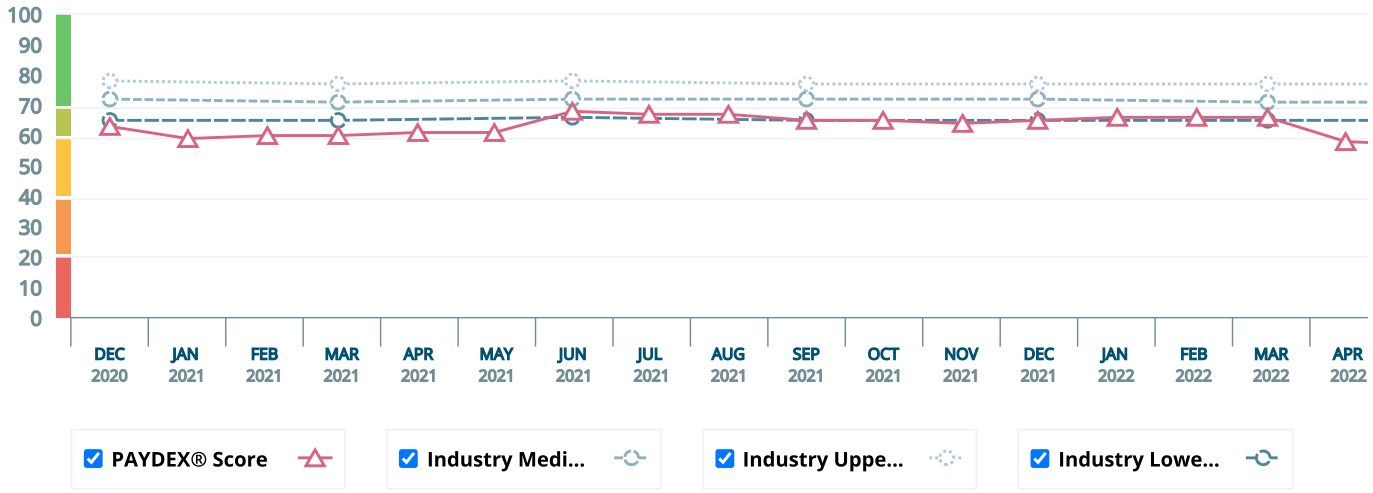
Based on a D&B PAYDEX® Score of

Risk of Slow P... **Moderate**

Hi there, thanks for stopping by Dun & Bradstreet! Can I point you in the right direction?

57

Business and Industry Trends




Understand My Score

Payment History

Total Last 24 Months: 49

View All

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 11/22 | - | Cash account | 50 | - | - | Between 6 and 12 Months |
| 10/22 | Pays Slow 30-60+ | - | 250 | 250 | 250 | Between 2 and 3 Months |
| 10/22 | Pays Prompt to Slow 90+ | - | 5,000 | 5,000 | 1,000 | 1 |
| 10/22 | Pays Prompt to Slow 90+ | - | 20,000 | 7,500 | 2,500 | 1 |
| 10/22 | Pays Prompt to Slow 90+ | - | 900,000 | 75,000 | 7,500 | 1 |

KEYS

| PAYDEX® | Payment Practices |
|---|---|
| 100 | Anticipate |
| 90 | Discount |
| 80 | Prompt |
| 70 | 15 Days Beyond Terms |
| 60 | 22 Days Beyond Terms |
| 50 | 30 Days Beyond Terms |
| 40 | 60 Days Beyond Terms |
| 30 | 90 Days Beyond Terms |

| | |
|---|---|
| 20 | 120 Days Beyond Terms |
| 1-19 | Over 120 Days Beyond Terms |
| UN | Unavailable |

## DELINQUENCY PREDICTOR SCORE

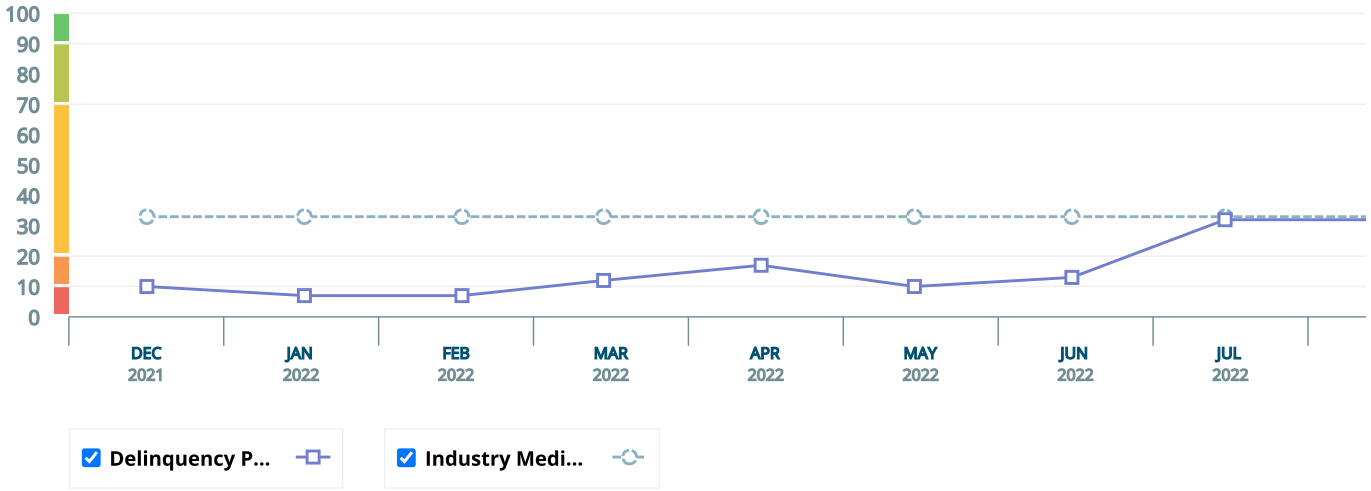
| 15 | Score | Class |
|---|---|---|
| Low Risk (100) High Risk (1) | 465 ⬆ | 4 |
| Based on a D&B Delinquency Predictor Percentile of 15 | | |

**Factors Affecting Your Score:**

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control

| Level of risk | Probability of Delinquency | Compared to Businesses in D&B Database |
|---|---|---|
| **Moderate-High** | **10.19%** | **10.2%** |

**Business and Industry Trends**




## FINANCIAL STRESS SCORE

| 2 | Score | Class |
|---|---|---|
| Low Risk (100) High Risk (1) | 1344 ⬇ | 4 |
| Based on a D&B Financial Stress Percentile of 2 | | |

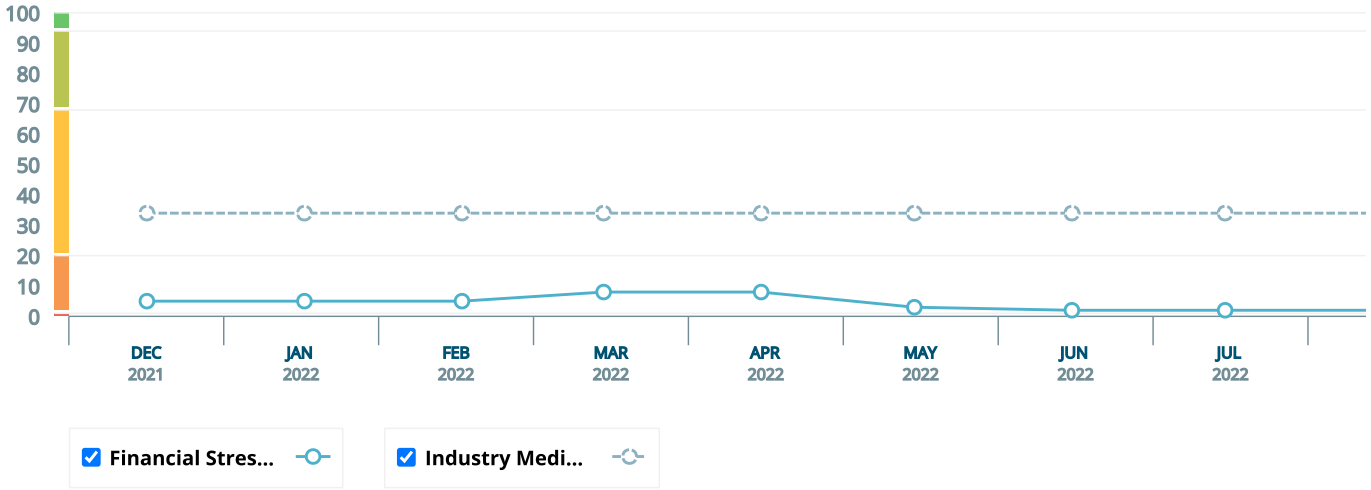
**Factors Affecting Your Score:**

- Composite credit appraisal is rated limited
- High proportion of past due balances to total amount owing
- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported

- UCC Filings reported
- Unstable Paydex over last 12 months

| Level of risk | Probability of Failure | Average Probability of Failure for Businesses in D&B Database |
|---|---|---|
| **Moderate-High** | **2.29%** | **0.48%** |

Business and Industry Trends




## SUPPLIER EVALUATION RISK RATING

Based on 24 months of data

NOT AVAILABLE

## D&B RATING

| Current Rating as of 04-13-2020 | | Previous Rating | |
|---|---|---|---|
| **Employee Size** | **Risk Indicator** | **Employee Size** | **Risk Indicator** |
| 1R : 10 employees and over | 4 : Higher than Average Risk | 1R : 10 employees and over | : |

## D&B VIABILITY RATING

**Portfolio Comparison Score**

7

Low Risk (1) High Risk (9)

Level of risk
**Moderate-High**

Rating Confidence Level
**Robust Predictions**

| Probability of becoming no longer viable | Percentage of businesses ranked with this score | Average probability of becoming no longer viable |
|---|---|---|
| **7%** | **14%** | **5%** |

**Viability Score**

5

Level of risk
**Low**

Low Risk(1) High Risk (9)

| Probability of becoming no longer viable | Percentage of businesses ranked with this score | Average probability of becoming no longer viable |
|---|---|---|
| **7%** | **14%** | **14%** |

**Data Depth Indicator**

**B**

Predictive (A) Descriptive (G)

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

**Company Profile**

| Z | Financial Data | Trade Payments | Company Size | Years in Business |
|---|---|---|---|---|
| | Not Available | Not Available | Not Available | Not Available |

Compared to ALL US Businesses within the D&B Database:

- Financial Data : Not Available
- Trade Payments : Not Available
- Company Size : Not Available
- Years in Business : Not Available

ARGO SURETY
Member Argo Group

November 15, 2022

Yearout Mechanical, LLC
8501 Washington Street NE
Albuquerque, NM 87113

Re: Yearout Mechanical, LLC – Bonding Capacity

To Whom It May Concern:

Yearout Mechanical, LLC is a highly regarded and most valued client of R&P Surety, LLC and Argo Surety. Argo Surety has expressed its willingness to provide bonding support on single projects of $100,000,000 with total aggregate of $300,000,000; this would not preclude us from considering contracts in excess of these amounts.

In accordance with the normal surety practice, we would expect that the execution of any final bonds would be subject to a review of the contract documents by Yearout Mechanical, LLC and Argo Surety. Argo expressly reserves its right to modify its plans prior to issuing final bonds upon review of the terms and conditions of the contract and final bonds, pertinent underwriting information, and project financing.

Sincerely,

Elizabeth P. Cervini
Attorney-in-Fact

cc: U. Theresa Lee, Argo Surety

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

1 Argo Surety is an A- (Excellent) A.M. Best rated insurance company. Financial Size Category XIV ($1.5 billion to $2 billion).

P.O. Box 469011
San Antonio, TX 78246
www.argolimited.com
**T** 281 640 7912

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205087-019008**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine M. Hrusovsky, David A. Johnson, David C. Rosenberg, Denise M. Bruno, Elizabeth P. Cervini, Harry C. Rosenberg, Jack Rosenberg, James M. DiSciullo, Jonathan F. Black, Joyce M. Houghton, Julia R. Burnet, Matthew J. Rosenberg, Melissa J. Hinde, Stephanie S. Helmig

all of the city of Wayne state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**Joe Boschee**
Senior Vice President

Marsh Risk & Insurance Services
633 West 5th Street. Suite 1200
Los Angeles, CA, 90017
California Insurance License #0437153
323-547-9442
Joe.boschee@marsh.com
www.marsh.com

Legence Holdings LLC
1601 Las Plumas
San Jose, CA 95133

August 1, 2022

**Subject:** Workers Compensation
Experience Modification

To Whom it May Concern:

Listed below are Legence Holdings LLC NCCI experience modifications for the past three years.

| Year | Policy Effective and Expiration Date | Experience Modifier |
|---|---|---|
| 2023 | 6/20/2022 - 6/20/2023 | 89% |
| 2022 | 6/20/2021 - 6/20/2022 | 82% |
| 2021 | 6/20/2020 - 6/20/2021 | 60% |

Please let us know if you have any questions.

Sincerely,

Joe Boschee
Senior Vice President

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2021

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 1 | 2 | 2 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 224 | 45 |
| (K) | (L) |

## Injury and Illness Types

| Total number of… | (M) | | (M) |
|---|---|---|---|
| (1) Injury | 5 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

## Establishment information

Your establishment name: Yearout Mechanical, LLC

Street: 8501 Washington St. NE

City: Albuquerque State: New Mexico Zip: 87113

Industry description (e.g., Manufacture of motor truck trailers)
Construction: installation and fabrication of mechanical systems (plumbing, utilities and HVAC)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 1 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 2 0

## Employment information

Annual average number of employees: 238

Total hours worked by all employees last year: 470,757

**Sign here**

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kevin Yearout — Company executive

President — Title

505-884-0994 — Phone

1/31/2022 — Date

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2020

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 2 | 0 | 3 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 361 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of… (M) | | | |
|---|---|---|---|
| (1) Injury | 5 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**



## Establishment information

Your establishment name: Yearout Mechanical, LLC

Street: 8501 Washington St. NE

City: Albuquerque State: New Mexico Zip: 87113

Industry description (e.g., Manufacture of motor truck trailers)
Construction: installation and fabrication of mechanical systems (plumbing, utilities and HVAC)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 1 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 2 0

## Employment information

Annual average number of employees: 290

Total hours worked by all employees last year: 572,377

**Sign here**

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kevin Yearout
Company executive

President
Title

505-884-0994
Phone

1/28/2021
Date

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2019

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 1 | 1 | 1 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 153 | 30 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 3 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**



## Establishment information

Your establishment name: Yearout Mechanical, LLC

Street: 8501 Washington St. NE

City: Albuquerque State: New Mexico Zip: 87113

Industry description (e.g., Manufacture of motor truck trailers)
Construction: installation and fabrication of mechanical systems (plumbing, utilities and HVAC)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 1 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 2 0

## Employment information

Annual average number of employees: 175

Total hours worked by all employees last year: 346,098

**Sign here**

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kevin Yearout
Company executive

President
Title

505-884-0994
Phone

1/15/2020
Date

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2022

**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**<br>MARSH RISK & INSURANCE SERVICES<br>FOUR EMBARCADERO CENTER, SUITE 1100<br>CALIFORNIA LICENSE NO. 0437153<br>SAN FRANCISCO, CA 94111<br><br>CN 10246455-XS1-GAUWX-22-23 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Yearout Mechanical, LLC<br>8501 Washington St. NE<br>Albuquerque, NM 87113 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Zurich American Insurance Company — 16535<br>**INSURER B :** Endurance American Specialty Insurance Company — 41718<br>**INSURER C :** American Guarantee and Liability Insurance Company — 26247<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** SEA-003874622-00 **REVISION NUMBER:** 0

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 | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | GLO 4340749 – 01 | 06/20/2022 | 06/20/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | X | X | BAP 4340750 – 01 | 06/20/2022 | 06/20/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,000<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | X | X | AUC 4340745-01 | 06/20/2022 | 06/20/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC 4340748 – 01<br>Deductible: $100,000 | 06/20/2022 | 06/20/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Contractors Professional<br>and Pollution / Mold Liability | | | PNV10014981902 | 06/20/2022 | 06/20/2023 | Limit:<br>SIR: | 10,000,000<br>50,000 |

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

**CERTIFICATE HOLDER**

University of New Mexico-
Purchasing Department
700 Lomas Blvd. NE #2600
MSC01 1740
Albuquerque, NM 87131-0001

**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**
**of Marsh Risk & Insurance Services**

*Marsh Risk & Insurance Services*

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| MARSH RISK & INSURANCE SERVICES | Yearout Mechanical, LLC<br>8501 Washington St. NE<br>Albuquerque,NM 87113 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Layer Liability:
Policy Number: EXNA2110000044-02
Carrier: Ascot Specialty Insurance Company
Policy Dates: 06/20/2022 - 06/20/2023
Limit (xs of $10,000,000): $15,000,000

# Coverage Extension Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| BAP4340750 01 | 06/20/2022 | 06/20/2023 | 06/20/2022 | 18232000 | ----- | ----- |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

**c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**2.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

**1.** If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

**2.** If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

**1.** The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

**1.** Breakdown;

**2.** Repair;

**3.** Servicing;

**4.** "Loss"; or

**5.** Destruction.

**2.** The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant

or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: BAP 4340750 01

**CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: LEGENCE HOLDINGS, LLC**

**Endorsement Effective Date: 06/20/2022**

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
| --- |
| Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** LEGENCE HOLDINGS, LLC

**Endorsement Effective Date:** 06/20/2022

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| **ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| **ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# Waiver Of Subrogation (Blanket) Endorsement

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 4340749 01 | 06/20/2022 | 06/20/2023 | 06/20/2022 | 18232000 | $----- | $----- |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

# Additional Insured – Automatic – Owners, Lessees Or Contractors

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 4340749 01 | Effective Date: 06/20/2022 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. WC4340748-01 Endorsement No. Insured : LEGENCE HOLDINGS, LLC Premium $

Insurance Company: ZURICH AMERICAN INSURANCE COMPANY

Countersigned by

YEAROUT
MECHANICAL
8501 Washington Street NE
Albuquerque, New Mexico 87113
505.884.0994 | 505.883.5073

# Quality Assurance Manual

**Revision 2.0**

**2/23/2018**

## YEAROUT MECHANICAL, LLC

YEAROUT
MECHANICAL
8501 Washington Street NE
Albuquerque, New Mexico 87113
505.884.0994 | 505.883.5073

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YEAROUT MECHANICAL
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# SCOPE AND FIELD OF APPLICATION

## I. SCOPE

This **Quality Manual** defines Yearout Mechanical Inc. **Quality System** for **Quality Management** of the processes Yearout Mechanical Inc. performs in providing products and services to customers. Yearout Mechanical Inc. **Quality Policy and Objectives** are stated.

## II. FIELD OF APPLICATION

The **Quality System** applies to all project design, construction, and operation actives Yearout Mechanical Inc. provides to customers.

# DEFINITIONS

I. The definitions given in ANSI/ISO/ASQC A8402-1994 apply to Yearout Mechanical Inc.'s **Quality System**. Some terms and concepts employed in Yearout Mechanical Inc. Quality System may differ from the general dictionary definitions.

**Defect**: Non-fulfillment of an intended usage requirement or reasonable expectation, including one concerned with safety.

**Disposition of nonconformity:** Action to be taken to deal with an existing non-conforming item in order to resolve the nonconformity.

**Document:** (Produce) evidence on paper of electronic media.

**Hold Point:** [Point, defined in an appropriate document, beyond which an activity must not proceed with the approval of a designated organization or authority.]

**Management Review:** Formal evaluation by top management of the status and adequacy of the Quality System in relation to quality policy and objectives.

**Non-Conformity**: [Non-fulfillment of a specified requirement.

**Product:** Result of activities or processes.

**Project Quality Plan:** Document defining, by inclusion or reference, all quality practices, resources, and sequences of activities or processes applicable to a project.

**Project Team:** Yearout Mechanical Inc. management, supervisory, technical, and administration personnel are responsible for project execution under the direction of the Project Manager.

**Quality:** The sum of the characteristics that affect ability to satisfy stated and implied needs.

**Quality Assurance:** The planned and systematic activities implemented within the **Quality System**, and demonstrated as needed, to provide confidence that an entity will fulfill the quality requirements.

**Quality Audit**: Systematic and independent examination to determine whether quality activities and related results comply with planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives.

**Quality Control:** Operational techniques and activities that are used to fulfill requirements for quality.

***Quality Document:*** Any document that addresses quality elements; includes such documents of external origin; examples are the Quality Manual, Quality System Procedure, quality records, and other quality documents such as work instructions and blank forms.

**Quality Improvement:** Actions taken throughout the organization to increase the effectiveness and efficiency of activities in order to provide added benefits to both the organization and its customers.

**Quality management:** All activities of the overall management function that determine the quality policy, objectives, and responsibilities, and implement them by means such as quality planning, quality control, quality assurance, and quality improvement within the **Quality System**.

**Quality Manual:** Documents stating Yearout Mechanical Inc. Quality Policy and defining Yearout Mechanical Inc.'s **Quality System**.

**Quality Record:** Document that records objective evidence of activities **performed** or results achieved in implementing the **Quality System**, i.e. a completed test report.

**Quality System:** [Organizational structure, procedures, processes, and resources needed to implement quality management.]

**Quality System Procedure:** Documents defining the activities needed to implement the **Quality System** elements; the document may also address other aspects.

**Record:** Document (which furnishes) objective evidence of activities performed or results achieved.

**Repair:** Action taken on a non-conforming product so that it will fulfill the intended usage requirements although it may not conform to the originally specified requirements.

**Rework:** Action taken on a non-conforming product so that it will fulfill the specified requirements.

**Servicing:** Activities provided to the customer including internal activities to meet the customer needs.

**Stakeholder:** Those with a common interest in how well a project is executed; included customers, employees, owners, sub-suppliers, subcontractors, and society as a whole.

# INTRODUCTION TO THE QUALITY SYSTEM

## I. YEAROUT MECHANICAL INC. OPERATIONS

Yearout Mechanical Inc. is a commercial and industrial contractor providing field construction services at industrial facilities throughout the State of New Mexico. Yearout Mechanical Inc. purchases materials and products from suppliers for projects and also manufactures products for customers. Yearout Mechanical Inc. performs construction work with direct hire from the pipefitters and sheet metal local unions; specialty subcontractors perform certain project elements. Yearout Mechanical Inc. contractual responsibilities may extend to design or maintenance of commercial and industrial facilities.

## II. QUALITY SYSTEMS DOCUMENTS

**A.** Yearout Mechanical Inc. Quality System is defined in three levels of documentation:

1. **This Quality Manual** - Quality Policy, objectives and elements of the Quality System.
2. **Quality system procedures** – Procedures that define the way to perform activities needed to implement the elements of the Quality System.
3. **Other quality documents** – Detailed work instructions, checklists, forms, reports, etc.

**B.** The Quality System Procedures and other quality documents may also address other requirements, and may be:

1. Yearout Mechanical Inc. own documents
2. Industry codes i.e. ASME B31.3
3. State Building Codes
4. Any part or combination of the above

## III. PROJECT QUALITY PLAN

A. Each Project Team, under the direction of the Project Manager, defines, prepares and implements the Project Quality Plan to meet the Owners requirements. The Quality Manual could be included or referenced in the Project Quality Plan.

B. The Project Team members communicate with Owner or Owners representative and Yearout Mechanical Inc. personnel involved in the pre-construction activities, to establish the requirements and constraints of the project.

C. The Project Team determines and documents in the Project Quality Plan by inclusion or reference:
1. Project Quality Policy and objectives.
2. Specific requirements for the project.
3. Applicable quality system procedures and other quality documents.
4. Responsibilities of the Project Team members for preparing and implementing the Project Quality Plan.

## IV. ISSUE OF QUALITY DOCUMENTS

The Quality Manager implements and maintains the latest original version of the Quality Manual and other quality documents in electronic form or in printed form. The documents are available for authorized Yearout Mechanical Inc. personnel to access and copy. The listing of the latest revision of each quality document is kept and maintained by Yearout Mechanical Inc.'s Quality Manager

## V. CONTROLLED AND UNCONTROLLED COPIES

All electronic and printed *copies* of the original electronic or printed quality documents are uncontrolled by the Quality Manager. Each Project Team or individual then controls all copies they make or have made from the original. The user is responsible for checking the correct revision of a document is being utilized.

## VI. CONFIDENTIALITY

**A.** Yearout Mechanical Inc. Quality Policy is not confidential and may be used by current and potential customers with a reasonable need to know. All other parts of this manual and all Yearout Mechanical Inc.'s quality system procedures and other quality documents are confidential. These documents are for internal use only by Yearout Mechanical Inc. employees.

**B.** The Quality Manual may be issued externally, but only with the knowledge and signed consent of the Quality Manager or his designee and is documented.

**C.** Yearout Mechanical Inc. Quality System Procedures and other quality documents may be issued externally, but only with the knowledge and signed consent of the Quality Manager, Contracts Manager, Area Manager, Project Manager or their designee. Each issue is documented on a transmittal form or letter.

## QUALITY POLICY

### TO THE EMPLOYEES OF YEAROUT MECHANICAL INC.

Our vision is for Yearout Mechanical Inc. is "To continue as the leader in commercial and industrial mechanical construction in the state of New Mexico." Consistently meeting the requirements for quality is an essential element in achieving this goal.

We will meet the requirements for quality on every project. We will comply with all contractual and legal requirements and satisfy our customers.

We have to know what our customers want, and then perform our tasks to meet their needs and expectations. Our customers have stated requirements, but they may also have expectations not expressed. Yearout Mechanical Inc. will meet these expectations in an effective and cost efficient manner.

To remain competitive, we must continually improve the quality of work and services we offer. Each of us has a responsibility to work for the success of Yearout Mechanical Inc. It is imperative that we strive for excellence in every task, seeking ways to perform our work more effectively, reducing costs and increasing our understanding of the needs of the client and their customers.

Each Project Team is to follow and implement Yearout Mechanical Inc. Quality System as defined in the Quality Manual.

By efficiently constructing projects to satisfy our customer's needs and expectations, we gain their respect and confidence and generate new business opportunities. Our Quality System will allow us to achieve this goal.

## QUALITY PRINCIPLES AND OBJECTIVES

### I. QUALITY PRINCIPLES

A. Know what is expected of you-seek help if you are not sure.

B. Plan ahead how will you execute each project.

C. Meet or exceed the requirements of the project.

D. Check your own work.

E. If work does not meet the requirements-correct it if you can with reasonable effort.

F. If you cannot reasonably correct it tell your foreman.

## II. CORPORATE QUALITY OBJECTIVES FOR EACH PROJECT

A. Meet all contractual requirements.

B. Satisfy owners expectations.

C. Meet all regulatory requirements (for example E.E.O.C. posting).

D. Meet all requirements of Yearout Mechanical Inc. internal management systems for:
1. Safety
2. Quality
3. Environmental
4. Job Costing
5. Administrative

E. Implement an *effective* Project Quality Plan on each project, as required.

F. Continually improve the Quality system to:
1. Improve the quality of products and services we provide to our customers.
2. Reduce our costs and decrease the cycle times of our activities.

## III. PROJECT QUALITY POLICY AND OBJECTIVES

The Project Team established the Project Quality Policy and the Project Quality Objectives, which refer to and comply with the Corporate Policy and Corporate Quality Objectives. The Project Team records the Project Quality Policy and Project Quality Objectives by including them in the Project Quality Plan. The Project Manager ensures all project employees understand the Corporate and Project Quality Policies and Procedures.

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# MANAGEMENT RESPONSIBILITY

## I. POLICY

Yearout Mechanical Inc. will establish and maintain a written procedure for management responsibility for the Quality System.

## II. SCOPE

This section covers management responsibility for the Quality System.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure and for ensuring that it is followed. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND METHODS

### A. Quality Policy

The Quality Manager defines a written policy for quality, including objectives for quality and commitment to quality. The policy is relevant to Yearout Mechanical Inc. goals and the expectations and needs of customers. The policy is understood, implemented and maintained on projects.

### B. Organization, Responsibility and Authority

Yearout Mechanical Inc. organizational structure is documented in an organization chart(s) maintained by the Quality Manager that show the lines of authority and coordination between personnel with authority and responsibility to control quality.

**C.** The President of Yearout Mechanical Inc. has the ultimate responsibility for ensuring the quality of products and services Yearout Mechanical Inc. provides.

**D.** Every Manager and Supervisor ensures those under his/her direction have the necessary organizational freedom and authority to:

1. Initiate action to prevent the occurrence of nonconformities relating to the product, process and quality system.
2. Identify and record any problems relating to the product, process and quality system.
3. Initiate, recommend, or provide solutions through designated channels.
4. Verify the implementation of the solutions.
5. Control further actions of nonconforming product until the deficiency is corrected.

**E.** The *Site Manager:*

1. Ensures management systems are implemented that allow the Quality System to operate as planned.
2. Participates in periodic management reviews of the continuing suitability and effectiveness of the Quality System.
3. Ensures periodic changes are made to continually improve the Quality System.
4. Approves any significant change to the Quality System before the change is implemented.

**F.** The *Quality Manager:*

1. Is the management representative for quality.
2. Ensures the Quality System is established, implemented and maintained.
3. Ensures the Quality Policy is understood, implemented and maintained at all levels through implementation of the Quality System.
4. Monitors the effectiveness of the Quality System by communication with the Project Teams.
5. Reports to the Project Manager of Yearout Mechanical Inc. on the implementation and effectiveness of the Quality System for review and as a basis for improvement of the Quality System.
6. Prepares changes to improve the Quality System and obtains approval from the Project Manager of the company (editorial and typographical corrections do not require such approval).
7. Maintains the Quality Manual.
8. Maintains a library of quality system procedures and other quality documents.
9. Makes the Quality Manual, quality system procedures and other quality documents easily available to authorized Yearout Mechanical Inc. personnel.

**G.** The Quality Control Representative (QCR)

1. Reports to Quality Manager
2. Inspection of materials and goods.
3. Weld Inspection
4. Perform and update Construction Inspections as per schedule sequencing.
5. Coordinate walk downs, testing, and final sign off with Project Team and owners QAR.

**H.** The *Project Manager(s):*

1. Ensure the Quality System is fully implemented on each of the projects for which they are responsible.
2. Provide periodic reporting of the effectiveness of the Quality System on their projects.
3. Communicate with the Quality Manager on improvements to the Quality System.

**I.** The *Job Superintendent* (or supervisor assigned to a project), in addition to their responsibility as a member of the Project Team:

1. Ensure the project requirements are defined.
2. Ensure the Quality System is implemented on the project.
3. Assign authority, responsibility and tasks to Project Team members to prepare and implement the Project Quality Plan.
4. Ensure the Project Team members have the knowledge, training and resources to implement the Project Quality Plan.
5. Monitor the effectiveness of the Project Quality Plan and communicate this with the Contract or Area Manager.
6. Monitor the effectiveness of the Quality System as it relates to the Project Quality Plan and communicate to the Quality Manager (through the contract or Area Manager as appropriate) on improvements to the Quality System.

**J.** The *Project Team* members, under the direction of their Project Manager:

1. Establish what the project requirements are.
2. Prepare and implement the Project Quality Plan.
3. Possess or obtain the necessary knowledge, procedures and resources to meet or exceed the project requirements.
4. Inform and instruct their team members of the requirements.
5. Monitor the quality of processes and completed products.
6. Seek to continually improve the quality of the services they provide on behalf of Yearout Mechanical Inc.

## V. MANAGEMENT REVIEW

**A.** The Project Manager of Yearout Mechanical Inc., as the officer with executive responsibility, reviews the Quality System at least annually to ensure the continuing suitability and effectiveness in satisfying the requirements of the Quality Policy and Quality Objectives.

**B.** The agenda includes:

1. Review of the continuing suitability and effectiveness in satisfying the requirements of the Quality Policy and Quality Objectives.
2. Review of internal and external quality audit plans and reports.
3. Review of customer feedback.
4. Review of the nature, extent and implementation schedule for improvements to the Quality System.
5. Allocation of resources for operation and improvement of the Quality System.

**C.** A record of the management review is maintained.

## VI. REFERENCES

Relevant quality system procedures identified in the matrix.

## VII. RECORDS

The Quality Manager maintains records required by this section for the corporate level. The Project Team maintains records required by this section for the project level. Records are kept in accordance with the quality system procedure(s) for quality records.

# CONTRACT REVIEW AND AMENDMENT

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures for contract review and for the coordination of these activities.

## II. SCOPE

This section covers review of contract documents at the time of contract acceptance and upon receipt of any of contract amendments.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTION AND METHODS

### A. Contract Review

Upon or before acceptance of a contract, the Project Manager is responsible for a review of the contract documents to ensure.

1. The requirements are adequately defined and documented.
2. Any differences between requirements in the contract and the proposal are resolved.
3. Yearout Mechanical Inc. has the capability to meet the requirements.

### B. Amendments to the Contract

The Project Manager assigns responsibility within the Project Team for the review of contract amendments or other changes in the contract requirements. The Project Manager ensures the procedure for review of contract amendments

1. Identifies and establishes the significance of all changes in the requirements.
2. Keeps the Project Manager informed of significant changes.
3. Transmits changes to the relevant project personnel.
4. Verifies that changes are implemented.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains, in accordance with the quality procedure(s) for quality records, a record of contract review and any amendment review.

# DESIGN CONTROL

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures to control design work and to verify it meets the specified requirements.

## II. SCOPE

This section covers control and verification of the quality of design work in Yearout Mechanical Inc. contracts.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTION AND METHODS

### A. Organization

1. Design work is contracted to a third party Designer.
2. The Project Manager assigns a member of the Project Team to help assist the design team in fulfilling project design requirements.
3. The Project Manager includes a member of the Estimating Department in the Project Team.

### B. Design Input

The Project Team:

1. Provides the Designer with all applicable design-input requirements.
2. Ensures applicable statutory and regulatory requirements are identified and addressed.
3. Requires the Designer to provide a list of incomplete, ambiguous or conflicting requirements.

4. Obtains the results of the contract review and identifies any unresolved aspects applicable to the design work.
5. Reviews the lists of unresolved items from the Designer and from the contract review with the Designer and also with the customer when appropriate.
6. Ensures all design input is agreed to by the customer and the Designer.
7. Ensures any changes between the bid and contract issues of design input are identified and addressed.
8. Ensures a written procedure for the resolution of any disputes is accepted by the Designer before design work begins.
9. Ensures the contract with the Designer includes incentives for the Designer to perform value engineering assessments.
10. Ensures procedures for the control of design documents at all stages of the design are defined and understood by the Project Team and the Designer.

C. **Design Output**

The Project Team verifies through certification by the Designer, or by review of the design documents that the design output:

1. Meets the design input requirements.
2. Contains or makes reference to the acceptance criteria.
3. Identifies those characteristics of the design that are crucial to the safe and proper functioning of the product.
4. Includes written documentation from the Designer of review and approval of the documents by a competent person in the Designer's organization before release for construction.
5. Is reviewed and accepted by the Project Team before release for construction.

D. **Design Review**

The Project Team plans and executes formal documented design reviews at appropriate stages. The review participants include key personnel assoiated with the installation for project under review.

E. **Design Verification**

1. At appropriate stages during the design process, the Project Team conducts design verification to ensure the output from the design state meets the input requirements of the stage.
2. When prudent or required for the project, the Project Team plans and implements additional activities to verify the design. These activities may be:
   a) Alternative calculations.
   b) Comparison with a similar proven design.
   c) Test and demonstrations

F. **Design Validation**
The Project Team verifies the designed items conform to the customers' requirements. The Customer, Designer and/or Project Team define the type, extent and timing of the design validation.

G. **Design Changes**
The Project Team ensures all design changes are identified, documented, reviewed and approved by the Designer and the customer before they are issued for construction.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains accordance with the quality procedure(s) for quality records a record of:

A. Correspondence with the customer and designer on the design.
B. Design input requirements.
C. Design output.
D. Design reviews.
E. Design verification.
F. Design validation.
G. Design changes.

# DOCUMENT AND DATA CONTROL

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures to control all documents and data that relate to quality, including quality records and relevant documents of external origin.

## II. SCOPE

This procedure covers control of the preparation, revision and issue of the Quality Manual, all other quality documentation maintained by Yearout Mechanical Inc. Quality Manager, and all project documentation. Refer to the matrix of quality system procedures for identification of procedure(s) to control quality documents and records including those of external origin.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and the PM are responsible for implementing these procedures.

## IV. ACTION AND METHODS

### A. Approval of the Quality Manual

The Quality Manager is responsible for the contents of the Quality Manual. The President of Yearout Mechanical Inc. and the quality Manager review and approve the Quality Manual before issue.

### B. Revisions to the Quality Manual

1. The Quality Manual is revised by section. The approval of each revision is identified by the date appearing in the footer at the bottom of each page.
2. The Quality Manager reviews and approves all revisions to the Quality Manual before issue. The President of the company also approve any revisions other than typographical or editorial revisions.
3. Each project works to the latest revision of the Quality Manual at the time the Project Quality Plan is prepared.

### C. Control and Maintenance of the Quality Manual

The Quality Manager:

1. Maintains the current original copy of the Quality Manual in electronic form.
2. Maintains the contents.
3. Maintains a list of the current revision status.
4. Prepares revisions.
5. Maintains a copy of superseded sections for record.

### D. Control and Issue of Quality Documents in Yearout Mechanical Inc.

**Quality Library**

1. The Quality Manager maintains and controls the latest version of this manual and other quality documents in electronic form. The listing of the latest revision of each Quality Document in the library is kept by the Quality Manager.
2. The latest revisions of quality documents in electronic form are available for authorized Yearout Mechanical Inc. personnel to Access and download copies. Alternatively, the Quality Manager (or his designee) will issue electronic or printed copies upon request form authorized Yearout Mechanical Inc. personnel.
3. Certain earlier revisions and unapproved versions are kept also and are identified as such on the first page. The Quality Manager (or his designee) issues electronic or printed copies of these upon request from authorized Yearout Mechanical Inc. personnel.

**E. Controlled and Uncontrolled Copies**

All electronic and printed *copies* of the original electronic or printed quality documents are uncontrolled by the Quality Manager. Each Project Team or individual controls all copies they make from the original.

**F. Use of the Correct Revision of Quality Documents**

The user is responsible for checking the correct revision of a quality document is being used. The correct revision for each project is listed in the Project Document Log. The listing of the latest revision of each quality document kept by Yearout Mechanical Inc. Quality Manager

**G. Confidentiality**

1. Yearout Mechanical Inc. Quality Policy is not confidential and may be issued by current and potential customers with a reasonable need to know Yearout Mechanical Inc. Quality Policy. All other parts of this manual and all Yearout Mechanical Inc. quality procedures and documents are confidential. These documents are for internal use only by Yearout Mechanical Inc. employees.
2. The Quality Manual is issued externally only with the knowledge and consent of the Quality Manager or his designee and is documented.
3. Quality Procedures and other quality documents are issued externally only with the knowledge and consent of the Quality Manager, Contracts Manager, Area Manager or Project Manager. Each issues documented on a transmittal form or letter.

**H. Project Quality Documents**

1. The Project Manager ensures all project documents and data that relate to quality are kept in accordance with the project quality system procedure(s) for document control.
2. The project document control procedure(s) ensure:
   a) Authorized personnel review and approve documents for adequacy prior to issue for use on the project.
   b) The Project Team maintains a list identifying the current revision status of each document.
   c) The current revision status appears on each document.
   d) Revised documents are reviewed and approved by the same authorized personnel that performed the original review and approval, unless otherwise defined in the procedure.
   e) All changes in a document are identified where practical.
   f) Superseded or unapproved documents are identified and promptly removed from all points of issue or use, or otherwise assured against their unintended use.
   g) Superseded documents retained for legal and/or knowledge preservation purposes are suitably identified.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## IV. RECORDS

**A**. The Quality Manager maintains a record of:
1. Issue of the Quality Manual to third parties.
2. Superseded sections of the Quality Manual
3. Certain superseded or withdrawn quality system procedures and other quality documents.

**B.** The Project Team maintains a record of all project documents and data that relates to quality.

**C.** Records are kept in accordance with the quality system procedure(s) for quality records.

# PURCHASING

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures to ensure purchased items and contracted services conform to the specified requirements.

## II. SCOPE

This section covers control and verification of purchased items and contracted services included in a project.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on each project.

## IV. ACTION AND METHODS

### A. Evaluation of Subcontractors and Vendors

1. The Project Team evaluates subcontractors and vendors on the basis of their ability to meet subcontract or purchase order requirements including those for quality.

2. The Project Team determines the extent of control to be exercised by the Project Team over each subcontractor and vendor. In determining the level of control they consider:
   a) Impact of the products and/or services on the completed product.
   b) Demonstrated capability to meet the requirements.
   c) Past performance as recorded in previous quality audits
3. The Project Team establishes and maintains quality records on vendors and subcontractors providing services for the project.

### B. Purchasing Data

1. The Project Team prepares data to include in the subcontract or purchase order documents. These clearly describe the ordered product or service. The data includes:
   a) Type; class, grade or other precise identification.
   b) Title or other positive identification, and applicable issues of specifications, drawings, process requirements, inspection instructions, and other relevant technical data, including requirements for approval or qualification of the product, procedures, process equipment and personnel.
2. The Project Team member issuing a purchase order ensures all parts are completely filed out. The purchase order amount including taxes and freight is stated. The purchase order is signed by the authorized issuer(s) and by the vendor's authorized representative.
3. The Project Team members including the QCR review and approve the purchasing documents for the adequacy of the specified requirements prior to release.

### C. Verification of Purchased Products

1. Where Yearout Mechanical Inc. verifies the purchased products at the subcontractor's or vendor's premises, the nature of the verification should be addressed in the subcontract or purchase order.
2. Where specified in Yearout Mechanical Inc. contract with the client, the customer is allowed to verify, at the subcontractor's vendor's premises that the purchased product conforms to the specified requirements.
3. Yearout Mechanical Inc. QCR will inspect purchased goods to the requirements of the client Specifications at the Yearout Mechanical Inc. shipping and receiving area and in conjunction with offsite facility QCR.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains in accordance with the quality system procedure(s) for quality records a record of:

A. Correspondence with subcontractors and vendor.

B. Subcontract and purchase order documents.

C. Quality records on subcontractors and vendors.

# MATERIAL CONTROL

## I. POLICY

Yearout Mechanical Inc. will establish and maintain Quality Control of verification, storage and maintenance of products supplied by Yearout Mechanical Inc. or the customer for incorporation in the project. Through the QA/QC Installation Checklist and verification. The procedures will address handling, storage, packing, preservation and delivery of completed product after final test when applicable. This will be accomplished through our submittal log and equipment/material log tracking list, as well as, our field foreman QA/QC Checklist.

## II. SCOPE

This section covers control of materials and equipment to be incorporated in the project.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND METHODS

**A.** The Project Team is responsible for planning and implementing the control of materials to be incorporated in the Project. The Material Control Plan covers:
1. Materials supplied by Yearout Mechanical Inc.
2. Materials supplied by Yearout Mechanical Inc. vendors.
3. Materials supplied by Yearout Mechanical Inc. subcontractors.
4. Materials supplied by the Owner

**B.** The Material Control Plan covers the period from acceptance of the supply contract by Yearout Mechanical Inc. Yearout Mechanical Inc. vendors or subcontractors, or the assumption of control of customer supplied materials, until the completed item is accepted by the Owner.

**C.** The Material Control Plan considers as applicable, the control of:

1. Procurement schedule.
2. Status during design, manufacturing, fabrication, delivery, storage and installation.
3. Onsite and offsite storage areas – location, suitability, limitations, restrictions, layout.
4. Inspections upon delivery, during storage and after Offsite fabrication and installation.
5. Handling methods during uploading, moving, offsite fabrication and installation.
6. Transporting routes onsite and offsite.
7. Protection from damage and theft.
8. Protection from deterioration.

**D.** The Project Manager or his/her designee approves the Material Control Plan and documents the approval.

## V. REFERENCES

Relevant Quality System Procedures identified in the matrix.

## VI RECORDS

The Project Team maintains in accordance with the quality system procedure(s) for quality records a record of:

A. Current and any superseded material control procedures.

B. Control of materials incorporated in the project.

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# PROCESS CONTROL

## I. POLICY

Yearout Mechanical Inc. will identify and plan the production, installation and servicing processes which directly affect quality. Yearout Mechanical Inc. shall ensure these processes are carried out under controlled conditions.

## II. SCOPE

This section covers the identification and planning of design, construction and servicing or operation of facilities within the scope of Yearout Mechanical Inc. contract with the customer.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the Project.

## IV. ACTIONS AND METHODS

### A. Identification and Planning of Processes

The Project Team identifies and plans design, production, construction, servicing and operation processes which directly affect quality, to ensure they will be performed under controlled conditions. The procedures to follow are identified in the Project Quality Plan and are prepared and controlled as defined in other sections of this Quality Manual.

### B. Project Quality System

1. The Project Team prepares and implements a Project Quality Plan which comprises of:
   a. This Quality Manual.
   b. Applicable quality procedures.
   c. Project Specifications.

2. The Project Team, under the direction of the Project Manager:
   a. Establish the project requirements which are:
      1. Contractual requirements as stated in the project drawings, specification and other contract documents; they may include written industry standards referenced in the contractual requirements. And all state and local codes.

3. Implied requirements of the Owner
   b. Ensure the project requirements are documented.
   c. Ensure the Project Quality Plan and the accompanying quality system procedures and other quality documents are sufficient to enable the required project requirements to be met or exceeded.
   d. Revise existing quality system procedures or prepare additional quality system procedures if required to adequately address the project requirements.
   e. Implement the Project Quality Plan on the project.
   f. Document the execution of the Project Quality Plan by maintaining file(s) of training, inspections, test reports, nonconformance's and other quality documentation.
   g. Review weekly the effectiveness of the Project Quality Plan and make adjustments to procedures and implementation if the quality requirements are not being met consistently.
   h. Establish education and training needs of project personnel; ensure all have adequate knowledge and training in their tasks to meet the project requirements.

4. If the Project Team considers the contractual requirements offer insufficient definition or if they identify deficiencies during project execution they:
   a. Bring any deficiencies to the attention of Owner
   b. Establish requirements if the customer chooses not to provide these, or is unable to provide them the industry standards shall be the basis for establishing the Project Requirements unless the customer provides written instruction to Yearout Mechanical Inc. to adopt other standards.

5. The Project Team prepares and implements written quality system procedures and/or other quality documents to define the processes where the absence of such procedures could adversely affect quality.

6. Quality system procedures and other quality documents adopted on the project together address:
   a. Use of suitable production, installation and servicing equipment, and a suitable working environment.
   b. Compliance with reference standards/codes.
   c. Monitoring and control of suitable process parameters and product characteristics.
   d. Qualification and certification of personnel performing the process.
   e. Approval, maintenance, and calibration of equipment.
   f. Criteria for workmanship.
   g. Instructions for operation and maintenance of the product where appropriate.

7. Where the results of processes cannot be fully verified by subsequent inspection and testing, the processes are performed by qualified operators and/or will be subject to continual monitoring and control of the process parameters to ensure the specified requirements are satisfied.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains in accordance with the quality system procedure(s) for quality records a record of:

A. Personnel qualifications.

B. Inspection and test records.

# INSPECTION AND TESTING

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures for inspection and testing activities to verify that the requirements of the customer are met. Yearout Mechanical Inc. will establish and maintain written procedures to control, calibrate, and maintain final inspection, measuring and test equipment used to demonstrate the conformance of the product to the specified requirements.

## II. SCOPE

This section covers the inspection and testing of the final product and materials used in the final product. Including the control of inspections, measuring and test equipment used.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND METHODS

**Project Inspection and Test Plan**

A. The Quality Control Team is responsible for planning and implementing the inspection and testing of all elements of the project in accordance with the Owners and state and local code requirements. The Quality Control Team has developed an inspection and testing plan, which covers:
   1. Construction Inspections as per Yearout Schedule.
   2. Client Verification Checklist
   3. Craftsman Checklist
   4. Analytical Transmittal Form
   5. Responsibility within the Quality Control Team for inspection and testing per functional area.
   6. QCR's to perform the inspections and tests as per client specification.
   7. Control, calibration, and maintenance of inspection, measuring and test equipment.
   8. Records of calibrations inspections and tests.
   9. Identification of inspection and test status through Inspection Matrix, Test Log, Test Matrix, and Client Verification Checklist.
   10. Flange Bolt Tightening work sheet

B. The inspection and testing plan covers the period from acceptance of the supply contract by Yearout Mechanical Inc., the vendor or subcontractor, or the assumption of control of customer supplied materials, until the completed item is accepted by the customer.

C. All inspections are planned using the Yearout Mechanical Inc. Construction schedule and communication with the Foremen.

D. The Craftsman Checklist is a tool used to break down the construction inspection activities into manageable sections.

E. The Yearout Mechanical Inc. Quality Manager or QCR are involved in the breakdown of construction activities for each project.

F. Once activities are broke down, then the Quality Group defines the incremental inspections that will take place based on the construction activities.

G. These incremental inspections include: **Verification that Material Take-Off is per the Specification, Material Inspection, Routing/DMZ, Hangers/Supports Inspection, Fabricated Spool Inspection, Weld Inspection, Pressure Test, Purge Line Roll Up, Housekeeping, and Final Sign Off.**

H. Each of these inspections is tracked per construction activity and by the project.

I. The Yearout Mechanical Inc. schedule identifies when each of these inspections are to take place.

J. Yearout Mechanical Inc. holds meetings daily therefore the management is aware of the issues the day it is inspected.

K. QCR's will document punch list items during walk through.

L. Punch list items will be documented on the SL1/SL2 Verification Inspection Checklist and distributed to the Foreman in charge.

M. The QCR notifies the Project Foreman as soon as inspection is complete

N. The Yearout Mechanical Inc. Quality Control Representative (QCR) will validate that all construction and testing are complete without deficiencies or punch list.

## V. INSPECTION DESCRIPTIONS

**Verification of MTO to spec.**

a) QA Manager and/or QCR review the IFC prints to ensure materials called out on print are by Client Specification.
b) QA Manager and/or QCR review the Yearout Mechanical Inc. Take-Off to ensure materials called out in takeoff are by Client Specification. Verification takes place before the material is ordered.

**Material Inspection**

a) All materials ordered could be delivered to the Yearout Mechanical Inc. Main Office Shipping and Receiving Department or to the job site.
b) Material will then be inspected and logged into the Yearout Mechanical Inc. control data base by the project.
c) Material Coordinator will inspect incoming materials looking for issues such as ding, dents, scratches, cracks, abnormalities, and discoloration.
d) QCR's will inspect at minimum 10% as per spec.

**Routing/DMZ**

a) Yearout Mechanical Inc. Detailing Department creates a Routing Coordination Drawing for every project dealing with ducting and pipe over 2" in diameter.
b) Once RCD has been established the QCR walks it with the Detailers to ensure all routing is within the clients DMZ's and ensure that routings do not conflict with any other equipment, duct work, piping etc.
c) The RCD walk takes place before the Routing Coordination Meeting with the client QAR.

**Hangers/Supports Inspection**

a) Yearout tradesmen receive a copy of the RCD from the Detailing Department.
b) The Tradesmen then install hangers as per the routings on the RCD.
c) Once hangers have been installed, the QCR then verifies the hangers are installed by the RCD as well as the correct spacing as per Client Specification.

**Fabricated Spool Inspection**

a) Majority of the systems on each project are detailed using isometric drawings.
b) The isometric drawings are transmitted to the Yearout Mechanical Inc. Fabrication Shop for fabrication.
c) Once spools are fabricated, each spool is inspected by the Yearout Mechanical Inc. Fabrication shop foreman.
d) The Fab Shop Foreman inspects:
    1. All welds.
    2. Verifies all measurements to the isometric drawing.
    3. Ensures all fabrication areas are clean and maintained.
    4. Verifies all shipments to the client Site are packaged ensuring a quality product shows up to the job site.

e) Yearout Mechanical Inc. will visually examine 100% of welds on the fabricated spool pieces before the spool pieces are allowed to be installed.

**Weld Inspection**

a) Once spools have been fabricated and sent to site, the spools will be installed by the tradesmen. Dependent on the connection type, all field welds and coupons will be visually examined whether it is a Carbon Steel, Stainless Steel, PVC weld joint.

**Pressure Test**

a) Once system has been installed and walked by the tradesmen and the foreman, the system will be turned over to the QCR for test.
b) The QCR will do a construction complete walk to ensure system is ready for test and that there are no major punch list items.
c) When QCR walk is complete, the QCR notifies the client QAR that the system is ready to test.
d) Once client QAR gives the QCR permission to test, the QCR will turn over the test paperwork to the Test Crew to make ready for test.
e) The QCR will notify the client QAR when system is up on test for verification.
f) The QCR will also notify the QAR when test is ready to come off.
g) Also notify state or local authorities for inspection of system installation.

**Analytical**

a) On High Purity S.S. systems if analytical services are required after pressure test, the QCR will transmit the paperwork over to the Third Party Contractor after verification that gas sticks have been install.
b) On UPW systems, after QAR ok to test walk, the QCR will have test crew set up the system to flow.
c) Once system is ready for flow the QCR will transmit paperwork over to the Third Party Contractor. Once analytical is complete flow will not be removed until Functional Area Tool Owner requests QAR to turn system on to tool. At that time the QAR will request Yearout Mechanical Inc. to help remove flow equipment.

**Purge Line Roll Up**

a) Once analytical testing is complete and S.S. lines have been tied into tool by Third Party Contractor, it is the responsibility of the install contractor to roll up the purge line back to the purge manifold.
b) When the QCR is notified the analytical is done, he will then notify the foreman to roll up the purge lines.
c) The Foreman will notify the QCR when all purge lines have been rolled and the QCR will verify task has been complete.

**Housekeeping**

a) Before the QCR schedules the Final Walk with the client QAR, housekeeping will be verified.
b) The QCR will inspect the floors, catwalks, and the fab.

c) If housekeeping is found unsatisfactory then the QCR will notify the Foreman of the issues found. The QCR will inspect again once tasks have been reported complete.

**Final Sign Off**

a) Once all Incremental Inspections have been signed as complete and all punch list items verified as complete, the QCR will schedule a final walk through with the client QAR/GC.
b) When the final walk has taken place and no issues are found then the client QAR will sign off the system.

## VI. REFERENCES

Relevant quality system procedures identified in the matrix.

## VII. RECORDS

The Project Team maintains in accordance with the quality procedure(s) for quality records or record of:

A. The approval of the inspection and testing plan.

B. The current and any superseded testing and inspection plans and procedures.

C. Records of inspection and testing performed.

# TRAINING

## I. POLICY

Yearout Mechanical Inc. will ensure personnel performing activities affecting quality have the required ability, experience, qualification and/or training for the specific assigned tasks they perform.

## II. SCOPE

This section covers the training requirements of personnel performing activities affecting quality.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND MEHTODS

### A. Identification of Training Requirements

***The Project Team:***

1. Identifies the activities from the project requirements.
2. Determines the level of experience and ability required to perform specific assigned tasks.
3. Ensures personnel who lack the required qualification or experience, are trained in their assigned tasks.

### B. Training Methods

Yearout Mechanical Inc. offers Safety Classes at the main shop and at the site. At the monthly Foreman's meeting some type of job related training is offered to the Foreman. Local Union 412 offers Journeyman upgrading classes every month. Yearout Mechanical Inc. sends out a calendar showing what type of training and on what days the training is done, every month.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

A. The Business/Office Manager maintains, in accordance with the quality procedure(s) for quality records, a record of relevant training, qualifications and experience records of project personnel performing activities affecting quality.
B. Every employee is responsible in sending a copy their training, qualifications and experience records to the Business/Office Manager.

# TECHNICAL QUALIFICATIONS

## I. POLICY

Yearout Mechanical Inc. will ensure personnel performing activities affecting quality have the required ability, experience, qualification and/or training for the specific assigned tasks they perform.

## II. SCOPE

This section covers the technical requirements of personnel performing activities affecting quality.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND MEHTODS

**Identification of Qualifications:**

A. Yearout Mechanical Inc. new hires come from Local 412 for Plumbers, Pipefitters, Welders, QA/QC. Sheet metal new hires come from Local 49
B. All welders must have current ASME Section IX weld certifications from Local 412 or a third party testing lab.
C. All Orbital welders hired by Yearout must have previous weld experience as well as an AMI Certification from Local 412 or a third party testing lab, are required to take the client Orbital Welding Test.
D. PVDF Welders must have a George Fischer PVDF Weld Certification and have previous experience dealing with PVDF pipe.
E. All personnel who Glue PVC and CPVC material must attend the designated vendor Gluing Class.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Quality Team maintains, in accordance with the quality procedure(s) for quality records, a record of relevant training, qualifications and experience records of project personnel performing activities affecting quality.

Attachment D

Affidavit of Non-Violation of Labor Codes

**Supplemental to Subcontractor's Statement of Qualifications**

**Name of Firm:** Yearout Mechanical, LLC

**Address:** 8501 Washington St. NE, Albuquerque, NM 87113

**Project:** UNM Job Order Contracting (JOC)

**Reference:**

**Request for Proposal No:** 2379-23

## Affidavit of Non-violation of Labor Codes

**To:** The University of New Mexico

The undersigned officer of Yearout Mechanical, LLC hereby states that Yearout Mechanical, LLC 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

Sal Tortorici

Name

Vice President Field Opertions

Title

NOTARY

State of New Mexico )

)

County of Bernalillo )

Signed or attested before me on 11/16/2022 by Sal Tortorici

seal


Marni Goodrich

My Commission Expires: July 1, 2025

## Value Statement

Yearout Service, LLC is a division of Yearout Mechanical, LLC which operates in New Mexico. We have been in business over 55 years and specialize in fast track, design/build and design/assist, as well as, plan bid & spec work for clients in the commercial, education, manufacturing, semiconductor industry, the hospital industry and the industrial sector.

Yearout Service, LLC is a complete mechanical contractor; utilities, plumbing, process piping, wet and dry HVAC, sheet metal fabrication, pipe fabrication, value engineering and design/build are all performed with our own personnel, this gives us an added advantage of coordinating and scheduling projects.

Yearout Service, LLC is more than capable of staffing a project for fast-track construction and design/build, and design/assist construction. All of our craftsmen and technicians have union affiliations and are the most capable and well trained craftsmen in the industry. They all receive extensive safety and specialty training. Our craftsmen include certified welders in ultra high purity processes, nuclear process, pharmaceutical process, medical gases, food processing and HVAC systems, HVAC technicians with experience in corrosive and toxic exhaust and high pressure and medium pressure systems as well as standard HVAC installations.

Yearout Service, LLC utilizes local subcontractors for controls and Test & Balance, as well as local suppliers/vendors. We have long standing relationships with our subcontractors and suppliers/vendors. They are a part of our project team and as such we have high expectations of performance, which they consistently deliver.

Yearout Service, LLC bases its business decisions on our Vision, Mission and Values. These are shared with all employees consistently and all employees are encouraged to base their work decision on the company values. **These values are applied to all projects we are a part of.**

Our guiding principles are;

**Vision**:
To continue as New Mexico's undisputed leader in the construction industry by executing all projects on time and within budget!

**Mission**:
To be invaluable to our partners (clients, vendors, industry and employees) so they cannot imagine success without us. By providing comfortable, reliable and efficient mechanical systems that meet our partners' needs.

We will live our values to attain the Yearout Vision and will maintain the company as the region's leader in the installation of mechanical systems.

**Values**: **RESPECT**
R – Reputation: To maintain an impeccable reputation with regards to integrity, reliability, performance and quality.

E – Execution: To execute all jobs on time and in budget and to deliver excellence in every aspect of our projects.

S – Safety: Provide an atmosphere in which each employee feels empowered and committed to create a safe working environment.

P – Potential: To not be satisfied with being the best. To strive to be the best you can be.

E – Employees: We accept personal ACCOUNTABILITY to meet all business needs, improve our systems, and help others improve their effectiveness.
We all act like owners, treating the company's assets as our own and behaving with the company's long-term success in mind.
Allow each employee an opportunity to fulfill career goals and provide a safe and enriching life for them and their families by having an organization which values its employees and allows them to prosper.

C – Community: To give back to the community that has given us the opportunity to be successful.

T – Team: To work together with clients, vendors, industry and employees to fulfill each others' expectations and needs.

**QUALITY MANAGEMENT** - Quality is the ability to meet the needs and expectations of our customers. It is the policy of Yearout Service to have a Quality Assurance Program that provides the adequate confidence that our items and services conform to the technical specifications necessary to meet and exceed our customers' needs and expectations. Please refer to our Quality Assurance Plan for full details on our quality program.

**DIVERSITY -** Yearout Service, LLC is committed to acknowledging and valuing employee differences and to creating an environment in which every individual's unique strengths and abilities are developed and valued. All Yearout Service, LLC employees share in the responsibility for creating this environment, and are expected to demonstrate mutual respect and acceptance in the work place. At Yearout Service, LLC, we believe that utilizing our employees' uniqueness enhances communication, problem-solving and decision-making skills, thereby improving organizational productivity and performance. We also believe that if our employees mirror the diverse make-up of our communities and our customers, we will be able to better understand, and more effectively respond to, market changes.

Yearout Service, LLC is an Equal Employment Opportunity employer. We are committed to the elimination of barriers that restrict the employment opportunities available to women, minorities, and the disabled. We recognize that equal employment opportunity requires affirmative steps to ensure the full utilization of people of all backgrounds who possess the best available skills.

# Appendix C
# Quality Control and Safety

At Yearout Mechanical, LLC quality control starts during the bid process and continues through the life of a maintenance agreement, to ensure that our partners receive comfortable, reliable, and efficient mechanical systems that allow them to be profitable and grow.

## 1. Submittals:

1. All submittals are received by the Project Manager and the Project Manager Assistant, who checks them for conformity with plans and specifications, completeness, and coordination with other trades, and transmits the submittals to the Customer Representative for approval.
2. Every effort is made to expedite the submittal procedure and make sure it is accomplished in a timely fashion, so long as same priority is given from all parties.

## 2. Estimate:

1. We use Quick Pen and Service Estimator estimating program. This system dictates that the project requirements and specification information is downloaded to the program prior to the takeoff being performed. This means that the materials are verified and checked before a single item or foot of piping is taken off and put into the estimate.

2. We also pre select and rate our suppliers to insure that the owner gets the best value and proper service from the quote process through the warranty period.

## 3. Project turn over:

1. Upon notification that Yearout has been the awarded a project, we begin a proactive planning process to ensure a smooth and successful start to a project.
2. The estimate is taken, and a complete and organized material and labor breakdown is performed.
3. A meeting is held between the project management team and estimating team. During a turnover meeting there is a transfer of information about the scheduling, manpower loading, material selection and requirements, and selections that were made for the estimate, as well as plan review.
4. If a maintenance agreement is in place, Yearout holds a C.A.R.E (Customer Assurance Review and Expectations) meeting which allows applicable parties to come together to ensure product delivery happens within the expectations of the client and in the capacity of Yearout Mechanical .

## Project Planning:

1. The project management team will compile all information from the plans and specs and estimate to select and procure materials and equipment, **request submittals delivery shipping schedules**, safety issues and equipment needed, material handling and storage. This information will be used to create the schedule and manpower loading requirements for the project.

2. A field project team will be selected based on the project requirements and the experience of the field foreman.

3. Once the selection of the field project team is completed a turnover meeting will be performed. Sub- Contractors (if applicable) are invited to attend and participate with the turnover to our field personnel to discuss site logistics, material handling, safety issues, critical path items, milestone date, schedule coordination and deadlines.

**Project Completion:**

1. Yearout Mechanical, will host a close out meeting by way of call or onsite visit with customer to ensure the final product was delivered timely, professionally, and accurately as defined in the original scope of work.
2. All documentation and relevant hardware will be turned over to the designated reprehensive of the customer.
3. Upon Maintenance Agreement expiration or renewal a meeting with all applicable parties in the same room or on the same call will occur to ensure going forward all remedies and expectations have been met and no outlying issues are left to uncertainty. This effort allows both parties to move forward in better position than when the original agreement was entered into.
4. These drawings are produced using 3 dimensional TSI and Auto CAD as our system.
5. These types of drawings allow the design team and the contracting team to review the installation prior to field labor being expended.
6. Our detailers are able to turn these into spool sheet for our sheet metal and pipe fab shops. We attempt to fabricate as much material as possible in our shops; this reduces inefficient field fabrication and errors.
7. Our welding procedures are set up to provide a wide range of materials from carbon steel to stainless steel. All of Yearout Mechanical's procedures have been established and approved through a certified testing laboratory and all our welders carry current certifications through an independent testing lab.
8. These drawings also provide very accurate and detailed as built drawings for the owners' future use.

**Construction Phase:**

1. The field project team will make determinations as to the proper access for materials to the site and storage; this is all part of our material handling procedures.
2. The field project team will work with the General Superintendent to coordinate flow of project, manpower requirements, schedule changes and best practices in the field.
3. We employ a Best Practices Manager to provide the project team with a dependable, detailed and consistent inspection of materials, equipment and systems to facilitate an efficient and profitable installation process that concludes with a clean and problem free start-up process.

**Start Up/Commissioning and Continuing Care (Warranty):**

1. This process starts during the construction process and so we verify the system design and equipment selection at the planning stage of the project.
2. During the construction phase of the project we inspect the installation process to

verify the installation of the HVAC system for proper operation.

3. Verify the unit connections and installation is performed properly prior to a startup of the unit by all trades.
4. We perform a pre start up verifying the rotation voltage and amp draw, and make sure that the unit is ready to run prior to a run start.
5. We perform a pre functional start to verify the proper operation of the unit
6. We then perform a functional start utilizing all control functions and verify the unit operates per the sequence of operations.
7. The Best Practices Manager will assist the start-up team in a manner that provides the client with operational systems which meet or exceed their needs and expectations, as represented in the design documents.
8. The same team that performed the startup and operational testing will be available for continuing care to the owner through the warranty period.
9. Perform training sessions on projects and turn over all paper documentation to the owner.
10. Work closely with Project Managers on issues as they arise from start to finish of projects.

**4. Safety:**

1. We currently have a 0.84 workers compensation modifier. Our incident rate for 2010 is 2.1. All our employees receive 40 hours of general safety training in addition to any specialized training required. Yearout employs a full-time safety professional and an independent third-party safety consulting firm, Safety Counseling, Inc., to respond to any circumstances which require special safety attention.
2. The responsibility of Yearout Mechanical and its employees is to provide a working environment that promotes, encourages, and requires pre-planning and hazard recognition. We actively train our employees in hazard recognition and accident prevention.
3. Our project foremen are all OSHA Safety Specialists; Yearout Mechanical has the most registered Safety Specialists in the state.
4. A Jobsite Hazard Analysis (JHA) is created for each project to identify potential hazards and relay important safety and emergency procedures. The JHA is specific to the project and its hazards. This is developed by the Safety Manager and is distributed to all employees that will be on the jobsite prior to their arrival. Each employee is to keep the JHA on their person for the duration of the project as a reference.
5. We continuously review and eliminate the jobsite hazards; our Safety Manager visits every project weekly; we also utilize the services of Safety Counseling to audit our projects weekly.
6. Our role, in whatever capacity we work in on a project is to provide the safest working environment for our employees, our clients' employees and other sub-contractor employees. We have been recognized in the past 10 years for safety excellence in the sheet metal construction industry, never being ranked less than third nationally in our respective business size.
   We have received the "Blue" rating by OSHA New Mexico and AGC New Mexico in the CHASE (Construction Health and Safety Excellence) program, the blue level is the highest level a contractor can achieve.

5. **Approach to Recycling-**

# Solid Waste Management Program

1. **Policy**

   The Solid Waste Management Program (SWMP) is intended to provide operational guidance for the safe, responsible, and ecologically sound management of solid waste. SWMP includes the practice of employing three basic strategies – reduction, reuse and recycling – to decrease and divert the amount of landfill material generated by building and construction operations.

2. **Responsible Parties**

   Office and shop waste collection, reduction and recycling are managed by the company's facilities department. Hazardous waste management is the responsibility of the Environmental Health and Safety Team.

3. **Procedures**

   A. Glass, Plastics and Aluminum

   Glass, plastic, and aluminum should be collected in centralized bins and hauled off by an outside vendor for recycling

   B. Mixed Paper

   Mixed paper should be collected from centralized bins and desk side mixed paper bins located in office areas and hauled off by outside vendor for recycling. Confidential paper shredding is available upon request.

   C. Cardboard

   Cardboard should be collected in dumpsters around the facility and hauled off by outside vendor for recycling

   D. Compostable Materials

   Compostable materials (lawn clippings and other organic materials) should be collected in bins and hauled off by an outside vendor for reprocessing

   E. Scrap Metals

   Scrap metals from the sheet metal and pipe shop shall be collected and bins located around the facility and hauled off for recycling by an outside vendor. Scrap metals from jobsites shall be returned to the shop and placed in the scrap metal recycling bins.

   F. Batteries

   Used batteries, other than auto batteries, are to be collected by facilities and hauled off by a certified hazardous waste shipper. Batteries are sent to a certified recycling/disposal processing facility.

G. Toner and Ink Cartridges

Toner and ink cartridges are collected by facilities. Cartridges manufactured by companies with return programs will be sent back to the company for recycling or remanufacturing. Cartridges that are not returned to the manufacturing company shall be hauled off by an outside vendor for recycling.

H. Florescent Lamps

Florescent lamps are collected by facilities and hauled off by an approved vendor for recycling. Records are maintained by the facilities department.

I. Recovered Refrigerant

Recovered refrigerant is to be returned to the shop and stored in approved containers. Yearout is contracted with an EPA certified refrigerant recycling vendor. The vendor collects the material monthly. Recycling records are maintained by the vendor and are available upon request.

J. Construction and Demolition Waste

Whenever possible construction waste should be left at the project location and separated for recycling. If waste is returned to the shop, scrap metal should be separated and placed in designated recycling bins. An outside vendor will haul off for recycling.

K. Spoils

Whenever possible spoils should be left at the project location and reused or hauled off to an approved landfill. Designated areas are to designed to minimize runoff. Spoils areas will comply with the projects SWPPP. If necessary, spoils will be characterized to determine the appropriate landfill. Haul off is to be done by an approved vendor.

L. Electronic Waste

Electronic waste includes computers, monitors, copiers, printers, AV equipment, etc. Working electronics should be sold. Broken electronics should be sent to an outside vendor to be recycled.

M. Customer Used Mechanical Equipment

Used mechanical equipment from project sites shall be transported to a recycling facility. In the event the equipment is returned to the shop, an outside vendor shall haul off to a recycling center.

N. Copying and Printing

Copiers and printers should be set to default to two-sided copying or printing when possible. Paper office supplies should contain a minimum of 30% post-consumer waste recycled content. Whenever possible, electronic correspondence should replace written correspondence. Forms should be made available to complete and submit electronically whenever possible. Paper shall be recycled after reuse.

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# Quality Assurance Manual

**Revision 2.0**

**2/23/2018**

# YEAROUT MECHANICAL, LLC

YEAROUT
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# SCOPE AND FIELD OF APPLICATION

## I. SCOPE

This **Quality Manual** defines Yearout Mechanical Inc. **Quality System** for **Quality Management** of the processes Yearout Mechanical Inc. performs in providing products and services to customers. Yearout Mechanical Inc. **Quality Policy and Objectives** are stated.

## II. FIELD OF APPLICATION

The **Quality System** applies to all project design, construction, and operation actives Yearout Mechanical Inc. provides to customers.

# DEFINITIONS

I. The definitions given in ANSI/ISO/ASQC A8402-1994 apply to Yearout Mechanical Inc.'s **Quality System**. Some terms and concepts employed in Yearout Mechanical Inc. Quality System may differ from the general dictionary definitions.

**Defect**: Non-fulfillment of an intended usage requirement or reasonable expectation, including one concerned with safety.

**Disposition of nonconformity:** Action to be taken to deal with an existing non-conforming item in order to resolve the nonconformity.

**Document:** (Produce) evidence on paper of electronic media.

**Hold Point:** [Point, defined in an appropriate document, beyond which an activity must not proceed with the approval of a designated organization or authority.]

**Management Review:** Formal evaluation by top management of the status and adequacy of the Quality System in relation to quality policy and objectives.

**Non-Conformity**: [Non-fulfillment of a specified requirement.

**Product:** Result of activities or processes.

**Project Quality Plan:** Document defining, by inclusion or reference, all quality practices, resources, and sequences of activities or processes applicable to a project.

**Project Team:** Yearout Mechanical Inc. management, supervisory, technical, and administration personnel are responsible for project execution under the direction of the Project Manager.

**Quality:** The sum of the characteristics that affect ability to satisfy stated and implied needs.

**Quality Assurance:** The planned and systematic activities implemented within the **Quality System**, and demonstrated as needed, to provide confidence that an entity will fulfill the quality requirements.

**Quality Audit**: Systematic and independent examination to determine whether quality activities and related results comply with planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives.

**Quality Control:** Operational techniques and activities that are used to fulfill requirements for quality.

***Quality Document:*** Any document that addresses quality elements; includes such documents of external origin; examples are the Quality Manual, Quality System Procedure, quality records, and other quality documents such as work instructions and blank forms.

**Quality Improvement:** Actions taken throughout the organization to increase the effectiveness and efficiency of activities in order to provide added benefits to both the organization and its customers.

**Quality management:** All activities of the overall management function that determine the quality policy, objectives, and responsibilities, and implement them by means such as quality planning, quality control, quality assurance, and quality improvement within the **Quality System**.

**Quality Manual:** Documents stating Yearout Mechanical Inc. Quality Policy and defining Yearout Mechanical Inc.'s **Quality System**.

**Quality Record:** Document that records objective evidence of activities **performed** or results achieved in implementing the **Quality System**, i.e. a completed test report.

**Quality System:** [Organizational structure, procedures, processes, and resources needed to implement quality management.]

**Quality System Procedure:** Documents defining the activities needed to implement the **Quality System** elements; the document may also address other aspects.

**Record:** Document (which furnishes) objective evidence of activities performed or results achieved.

**Repair:** Action taken on a non-conforming product so that it will fulfill the intended usage requirements although it may not conform to the originally specified requirements.

**Rework:** Action taken on a non-conforming product so that it will fulfill the specified requirements.

**Servicing:** Activities provided to the customer including internal activities to meet the customer needs.

**Stakeholder:** Those with a common interest in how well a project is executed; included customers, employees, owners, sub-suppliers, subcontractors, and society as a whole.

# INTRODUCTION TO THE QUALITY SYSTEM

## I. YEAROUT MECHANICAL INC. OPERATIONS

Yearout Mechanical Inc. is a commercial and industrial contractor providing field construction services at industrial facilities throughout the State of New Mexico. Yearout Mechanical Inc. purchases materials and products from suppliers for projects and also manufactures products for customers. Yearout Mechanical Inc. performs construction work with direct hire from the pipefitters and sheet metal local unions; specialty subcontractors perform certain project elements. Yearout Mechanical Inc. contractual responsibilities may extend to design or maintenance of commercial and industrial facilities.

## II. QUALITY SYSTEMS DOCUMENTS

**A.** Yearout Mechanical Inc. Quality System is defined in three levels of documentation:

1. **This Quality Manual** - Quality Policy, objectives and elements of the Quality System.
2. **Quality system procedures** – Procedures that define the way to perform activities needed to implement the elements of the Quality System.
3. **Other quality documents** – Detailed work instructions, checklists, forms, reports, etc.

**B.** The Quality System Procedures and other quality documents may also address other requirements, and may be:

1. Yearout Mechanical Inc. own documents
2. Industry codes i.e. ASME B31.3
3. State Building Codes
4. Any part or combination of the above

## III. PROJECT QUALITY PLAN

A. Each Project Team, under the direction of the Project Manager, defines, prepares and implements the Project Quality Plan to meet the Owners requirements. The Quality Manual could be included or referenced in the Project Quality Plan.

B. The Project Team members communicate with Owner or Owners representative and Yearout Mechanical Inc. personnel involved in the pre-construction activities, to establish the requirements and constraints of the project.

C. The Project Team determines and documents in the Project Quality Plan by inclusion or reference:
1. Project Quality Policy and objectives.
2. Specific requirements for the project.
3. Applicable quality system procedures and other quality documents.
4. Responsibilities of the Project Team members for preparing and implementing the Project Quality Plan.

## IV. ISSUE OF QUALITY DOCUMENTS

The Quality Manager implements and maintains the latest original version of the Quality Manual and other quality documents in electronic form or in printed form. The documents are available for authorized Yearout Mechanical Inc. personnel to access and copy. The listing of the latest revision of each quality document is kept and maintained by Yearout Mechanical Inc.'s Quality Manager

## V. CONTROLLED AND UNCONTROLLED COPIES

All electronic and printed *copies* of the original electronic or printed quality documents are uncontrolled by the Quality Manager. Each Project Team or individual then controls all copies they make or have made from the original. The user is responsible for checking the correct revision of a document is being utilized.

## VI. CONFIDENTIALITY

**A.** Yearout Mechanical Inc. Quality Policy is not confidential and may be used by current and potential customers with a reasonable need to know. All other parts of this manual and all Yearout Mechanical Inc.'s quality system procedures and other quality documents are confidential. These documents are for internal use only by Yearout Mechanical Inc. employees.

**B.** The Quality Manual may be issued externally, but only with the knowledge and signed consent of the Quality Manager or his designee and is documented.

**C.** Yearout Mechanical Inc. Quality System Procedures and other quality documents may be issued externally, but only with the knowledge and signed consent of the Quality Manager, Contracts Manager, Area Manager, Project Manager or their designee. Each issue is documented on a transmittal form or letter.

## QUALITY POLICY

### TO THE EMPLOYEES OF YEAROUT MECHANICAL INC.

Our vision is for Yearout Mechanical Inc. is "To continue as the leader in commercial and industrial mechanical construction in the state of New Mexico." Consistently meeting the requirements for quality is an essential element in achieving this goal.

We will meet the requirements for quality on every project. We will comply with all contractual and legal requirements and satisfy our customers.

We have to know what our customers want, and then perform our tasks to meet their needs and expectations. Our customers have stated requirements, but they may also have expectations not expressed. Yearout Mechanical Inc. will meet these expectations in an effective and cost efficient manner.

To remain competitive, we must continually improve the quality of work and services we offer. Each of us has a responsibility to work for the success of Yearout Mechanical Inc. It is imperative that we strive for excellence in every task, seeking ways to perform our work more effectively, reducing costs and increasing our understanding of the needs of the client and their customers.

Each Project Team is to follow and implement Yearout Mechanical Inc. Quality System as defined in the Quality Manual.

By efficiently constructing projects to satisfy our customer's needs and expectations, we gain their respect and confidence and generate new business opportunities. Our Quality System will allow us to achieve this goal.

## QUALITY PRINCIPLES AND OBJECTIVES

### I. QUALITY PRINCIPLES

A. Know what is expected of you-seek help if you are not sure.

B. Plan ahead how will you execute each project.

C. Meet or exceed the requirements of the project.

D. Check your own work.

E. If work does not meet the requirements-correct it if you can with reasonable effort.

F. If you cannot reasonably correct it tell your foreman.

## II. CORPORATE QUALITY OBJECTIVES FOR EACH PROJECT

A. Meet all contractual requirements.

B. Satisfy owners expectations.

C. Meet all regulatory requirements (for example E.E.O.C. posting).

D. Meet all requirements of Yearout Mechanical Inc. internal management systems for:
1. Safety
2. Quality
3. Environmental
4. Job Costing
5. Administrative

E. Implement an *effective* Project Quality Plan on each project, as required.

F. Continually improve the Quality system to:
1. Improve the quality of products and services we provide to our customers.
2. Reduce our costs and decrease the cycle times of our activities.

## III. PROJECT QUALITY POLICY AND OBJECTIVES

The Project Team established the Project Quality Policy and the Project Quality Objectives, which refer to and comply with the Corporate Policy and Corporate Quality Objectives. The Project Team records the Project Quality Policy and Project Quality Objectives by including them in the Project Quality Plan. The Project Manager ensures all project employees understand the Corporate and Project Quality Policies and Procedures.

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# MANAGEMENT RESPONSIBILITY

## I. POLICY

Yearout Mechanical Inc. will establish and maintain a written procedure for management responsibility for the Quality System.

## II. SCOPE

This section covers management responsibility for the Quality System.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure and for ensuring that it is followed. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND METHODS

### A. Quality Policy

The Quality Manager defines a written policy for quality, including objectives for quality and commitment to quality. The policy is relevant to Yearout Mechanical Inc. goals and the expectations and needs of customers. The policy is understood, implemented and maintained on projects.

### B. Organization, Responsibility and Authority

Yearout Mechanical Inc. organizational structure is documented in an organization chart(s) maintained by the Quality Manager that show the lines of authority and coordination between personnel with authority and responsibility to control quality.

**C.** The President of Yearout Mechanical Inc. has the ultimate responsibility for ensuring the quality of products and services Yearout Mechanical Inc. provides.

**D.** Every Manager and Supervisor ensures those under his/her direction have the necessary organizational freedom and authority to:

1. Initiate action to prevent the occurrence of nonconformities relating to the product, process and quality system.
2. Identify and record any problems relating to the product, process and quality system.
3. Initiate, recommend, or provide solutions through designated channels.
4. Verify the implementation of the solutions.
5. Control further actions of nonconforming product until the deficiency is corrected.

**E.** The *Site Manager:*

1. Ensures management systems are implemented that allow the Quality System to operate as planned.
2. Participates in periodic management reviews of the continuing suitability and effectiveness of the Quality System.
3. Ensures periodic changes are made to continually improve the Quality System.
4. Approves any significant change to the Quality System before the change is implemented.

**F.** The *Quality Manager:*

1. Is the management representative for quality.
2. Ensures the Quality System is established, implemented and maintained.
3. Ensures the Quality Policy is understood, implemented and maintained at all levels through implementation of the Quality System.
4. Monitors the effectiveness of the Quality System by communication with the Project Teams.
5. Reports to the Project Manager of Yearout Mechanical Inc. on the implementation and effectiveness of the Quality System for review and as a basis for improvement of the Quality System.
6. Prepares changes to improve the Quality System and obtains approval from the Project Manager of the company (editorial and typographical corrections do not require such approval).
7. Maintains the Quality Manual.
8. Maintains a library of quality system procedures and other quality documents.
9. Makes the Quality Manual, quality system procedures and other quality documents easily available to authorized Yearout Mechanical Inc. personnel.

**G.** The Quality Control Representative (QCR)

1. Reports to Quality Manager
2. Inspection of materials and goods.
3. Weld Inspection
4. Perform and update Construction Inspections as per schedule sequencing.
5. Coordinate walk downs, testing, and final sign off with Project Team and owners QAR.

**H.** The *Project Manager(s):*

1. Ensure the Quality System is fully implemented on each of the projects for which they are responsible.
2. Provide periodic reporting of the effectiveness of the Quality System on their projects.
3. Communicate with the Quality Manager on improvements to the Quality System.

**I.** The *Job Superintendent* (or supervisor assigned to a project), in addition to their responsibility as a member of the Project Team:

1. Ensure the project requirements are defined.
2. Ensure the Quality System is implemented on the project.
3. Assign authority, responsibility and tasks to Project Team members to prepare and implement the Project Quality Plan.
4. Ensure the Project Team members have the knowledge, training and resources to implement the Project Quality Plan.
5. Monitor the effectiveness of the Project Quality Plan and communicate this with the Contract or Area Manager.
6. Monitor the effectiveness of the Quality System as it relates to the Project Quality Plan and communicate to the Quality Manager (through the contract or Area Manager as appropriate) on improvements to the Quality System.

**J.** The *Project Team* members, under the direction of their Project Manager:

1. Establish what the project requirements are.
2. Prepare and implement the Project Quality Plan.
3. Possess or obtain the necessary knowledge, procedures and resources to meet or exceed the project requirements.
4. Inform and instruct their team members of the requirements.
5. Monitor the quality of processes and completed products.
6. Seek to continually improve the quality of the services they provide on behalf of Yearout Mechanical Inc.

## V. MANAGEMENT REVIEW

**A.** The Project Manager of Yearout Mechanical Inc., as the officer with executive responsibility, reviews the Quality System at least annually to ensure the continuing suitability and effectiveness in satisfying the requirements of the Quality Policy and Quality Objectives.

**B.** The agenda includes:

1. Review of the continuing suitability and effectiveness in satisfying the requirements of the Quality Policy and Quality Objectives.
2. Review of internal and external quality audit plans and reports.
3. Review of customer feedback.
4. Review of the nature, extent and implementation schedule for improvements to the Quality System.
5. Allocation of resources for operation and improvement of the Quality System.

**C.** A record of the management review is maintained.

## VI. REFERENCES

Relevant quality system procedures identified in the matrix.

## VII. RECORDS

The Quality Manager maintains records required by this section for the corporate level. The Project Team maintains records required by this section for the project level. Records are kept in accordance with the quality system procedure(s) for quality records.

# CONTRACT REVIEW AND AMENDMENT

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures for contract review and for the coordination of these activities.

## II. SCOPE

This section covers review of contract documents at the time of contract acceptance and upon receipt of any of contract amendments.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTION AND METHODS

### A. Contract Review

Upon or before acceptance of a contract, the Project Manager is responsible for a review of the contract documents to ensure.

1. The requirements are adequately defined and documented.
2. Any differences between requirements in the contract and the proposal are resolved.
3. Yearout Mechanical Inc. has the capability to meet the requirements.

### B. Amendments to the Contract

The Project Manager assigns responsibility within the Project Team for the review of contract amendments or other changes in the contract requirements. The Project Manager ensures the procedure for review of contract amendments

1. Identifies and establishes the significance of all changes in the requirements.
2. Keeps the Project Manager informed of significant changes.
3. Transmits changes to the relevant project personnel.
4. Verifies that changes are implemented.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains, in accordance with the quality procedure(s) for quality records, a record of contract review and any amendment review.

# DESIGN CONTROL

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures to control design work and to verify it meets the specified requirements.

## II. SCOPE

This section covers control and verification of the quality of design work in Yearout Mechanical Inc. contracts.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTION AND METHODS

### A. Organization

1. Design work is contracted to a third party Designer.
2. The Project Manager assigns a member of the Project Team to help assist the design team in fulfilling project design requirements.
3. The Project Manager includes a member of the Estimating Department in the Project Team.

### B. Design Input

The Project Team:

1. Provides the Designer with all applicable design-input requirements.
2. Ensures applicable statutory and regulatory requirements are identified and addressed.
3. Requires the Designer to provide a list of incomplete, ambiguous or conflicting requirements.

4. Obtains the results of the contract review and identifies any unresolved aspects applicable to the design work.
5. Reviews the lists of unresolved items from the Designer and from the contract review with the Designer and also with the customer when appropriate.
6. Ensures all design input is agreed to by the customer and the Designer.
7. Ensures any changes between the bid and contract issues of design input are identified and addressed.
8. Ensures a written procedure for the resolution of any disputes is accepted by the Designer before design work begins.
9. Ensures the contract with the Designer includes incentives for the Designer to perform value engineering assessments.
10. Ensures procedures for the control of design documents at all stages of the design are defined and understood by the Project Team and the Designer.

C. **Design Output**

The Project Team verifies through certification by the Designer, or by review of the design documents that the design output:

1. Meets the design input requirements.
2. Contains or makes reference to the acceptance criteria.
3. Identifies those characteristics of the design that are crucial to the safe and proper functioning of the product.
4. Includes written documentation from the Designer of review and approval of the documents by a competent person in the Designer's organization before release for construction.
5. Is reviewed and accepted by the Project Team before release for construction.

D. **Design Review**

The Project Team plans and executes formal documented design reviews at appropriate stages. The review participants include key personnel assoiated with the installation for project under review.

E. **Design Verification**

1. At appropriate stages during the design process, the Project Team conducts design verification to ensure the output from the design state meets the input requirements of the stage.
2. When prudent or required for the project, the Project Team plans and implements additional activities to verify the design. These activities may be:
   a) Alternative calculations.
   b) Comparison with a similar proven design.
   c) Test and demonstrations

F. **Design Validation**
The Project Team verifies the designed items conform to the customers' requirements. The Customer, Designer and/or Project Team define the type, extent and timing of the design validation.

G. **Design Changes**
The Project Team ensures all design changes are identified, documented, reviewed and approved by the Designer and the customer before they are issued for construction.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains accordance with the quality procedure(s) for quality records a record of:

A. Correspondence with the customer and designer on the design.
B. Design input requirements.
C. Design output.
D. Design reviews.
E. Design verification.
F. Design validation.
G. Design changes.

# DOCUMENT AND DATA CONTROL

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures to control all documents and data that relate to quality, including quality records and relevant documents of external origin.

## II. SCOPE

This procedure covers control of the preparation, revision and issue of the Quality Manual, all other quality documentation maintained by Yearout Mechanical Inc. Quality Manager, and all project documentation. Refer to the matrix of quality system procedures for identification of procedure(s) to control quality documents and records including those of external origin.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and the PM are responsible for implementing these procedures.

## IV. ACTION AND METHODS

### A. Approval of the Quality Manual

The Quality Manager is responsible for the contents of the Quality Manual. The President of Yearout Mechanical Inc. and the quality Manager review and approve the Quality Manual before issue.

### B. Revisions to the Quality Manual

1. The Quality Manual is revised by section. The approval of each revision is identified by the date appearing in the footer at the bottom of each page.
2. The Quality Manager reviews and approves all revisions to the Quality Manual before issue. The President of the company also approve any revisions other than typographical or editorial revisions.
3. Each project works to the latest revision of the Quality Manual at the time the Project Quality Plan is prepared.

### C. Control and Maintenance of the Quality Manual

The Quality Manager:

1. Maintains the current original copy of the Quality Manual in electronic form.
2. Maintains the contents.
3. Maintains a list of the current revision status.
4. Prepares revisions.
5. Maintains a copy of superseded sections for record.

### D. Control and Issue of Quality Documents in Yearout Mechanical Inc.

**Quality Library**

1. The Quality Manager maintains and controls the latest version of this manual and other quality documents in electronic form. The listing of the latest revision of each Quality Document in the library is kept by the Quality Manager.
2. The latest revisions of quality documents in electronic form are available for authorized Yearout Mechanical Inc. personnel to Access and download copies. Alternatively, the Quality Manager (or his designee) will issue electronic or printed copies upon request form authorized Yearout Mechanical Inc. personnel.
3. Certain earlier revisions and unapproved versions are kept also and are identified as such on the first page. The Quality Manager (or his designee) issues electronic or printed copies of these upon request from authorized Yearout Mechanical Inc. personnel.

**E. Controlled and Uncontrolled Copies**

All electronic and printed *copies* of the original electronic or printed quality documents are uncontrolled by the Quality Manager. Each Project Team or individual controls all copies they make from the original.

**F. Use of the Correct Revision of Quality Documents**

The user is responsible for checking the correct revision of a quality document is being used. The correct revision for each project is listed in the Project Document Log. The listing of the latest revision of each quality document kept by Yearout Mechanical Inc. Quality Manager

**G. Confidentiality**

1. Yearout Mechanical Inc. Quality Policy is not confidential and may be issued by current and potential customers with a reasonable need to know Yearout Mechanical Inc. Quality Policy. All other parts of this manual and all Yearout Mechanical Inc. quality procedures and documents are confidential. These documents are for internal use only by Yearout Mechanical Inc. employees.
2. The Quality Manual is issued externally only with the knowledge and consent of the Quality Manager or his designee and is documented.
3. Quality Procedures and other quality documents are issued externally only with the knowledge and consent of the Quality Manager, Contracts Manager, Area Manager or Project Manager. Each issues documented on a transmittal form or letter.

**H. Project Quality Documents**

1. The Project Manager ensures all project documents and data that relate to quality are kept in accordance with the project quality system procedure(s) for document control.
2. The project document control procedure(s) ensure:
   a) Authorized personnel review and approve documents for adequacy prior to issue for use on the project.
   b) The Project Team maintains a list identifying the current revision status of each document.
   c) The current revision status appears on each document.
   d) Revised documents are reviewed and approved by the same authorized personnel that performed the original review and approval, unless otherwise defined in the procedure.
   e) All changes in a document are identified where practical.
   f) Superseded or unapproved documents are identified and promptly removed from all points of issue or use, or otherwise assured against their unintended use.
   g) Superseded documents retained for legal and/or knowledge preservation purposes are suitably identified.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## IV. RECORDS

**A**. The Quality Manager maintains a record of:
1. Issue of the Quality Manual to third parties.
2. Superseded sections of the Quality Manual
3. Certain superseded or withdrawn quality system procedures and other quality documents.

**B.** The Project Team maintains a record of all project documents and data that relates to quality.

**C.** Records are kept in accordance with the quality system procedure(s) for quality records.

# PURCHASING

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures to ensure purchased items and contracted services conform to the specified requirements.

## II. SCOPE

This section covers control and verification of purchased items and contracted services included in a project.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on each project.

## IV. ACTION AND METHODS

### A. Evaluation of Subcontractors and Vendors

1. The Project Team evaluates subcontractors and vendors on the basis of their ability to meet subcontract or purchase order requirements including those for quality.

2. The Project Team determines the extent of control to be exercised by the Project Team over each subcontractor and vendor. In determining the level of control they consider:
   a) Impact of the products and/or services on the completed product.
   b) Demonstrated capability to meet the requirements.
   c) Past performance as recorded in previous quality audits
3. The Project Team establishes and maintains quality records on vendors and subcontractors providing services for the project.

### B. Purchasing Data

1. The Project Team prepares data to include in the subcontract or purchase order documents. These clearly describe the ordered product or service. The data includes:
   a) Type; class, grade or other precise identification.
   b) Title or other positive identification, and applicable issues of specifications, drawings, process requirements, inspection instructions, and other relevant technical data, including requirements for approval or qualification of the product, procedures, process equipment and personnel.
2. The Project Team member issuing a purchase order ensures all parts are completely filed out. The purchase order amount including taxes and freight is stated. The purchase order is signed by the authorized issuer(s) and by the vendor's authorized representative.
3. The Project Team members including the QCR review and approve the purchasing documents for the adequacy of the specified requirements prior to release.

### C. Verification of Purchased Products

1. Where Yearout Mechanical Inc. verifies the purchased products at the subcontractor's or vendor's premises, the nature of the verification should be addressed in the subcontract or purchase order.
2. Where specified in Yearout Mechanical Inc. contract with the client, the customer is allowed to verify, at the subcontractor's vendor's premises that the purchased product conforms to the specified requirements.
3. Yearout Mechanical Inc. QCR will inspect purchased goods to the requirements of the client Specifications at the Yearout Mechanical Inc. shipping and receiving area and in conjunction with offsite facility QCR.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains in accordance with the quality system procedure(s) for quality records a record of:

A. Correspondence with subcontractors and vendor.

B. Subcontract and purchase order documents.

C. Quality records on subcontractors and vendors.

# MATERIAL CONTROL

## I. POLICY

Yearout Mechanical Inc. will establish and maintain Quality Control of verification, storage and maintenance of products supplied by Yearout Mechanical Inc. or the customer for incorporation in the project. Through the QA/QC Installation Checklist and verification. The procedures will address handling, storage, packing, preservation and delivery of completed product after final test when applicable. This will be accomplished through our submittal log and equipment/material log tracking list, as well as, our field foreman QA/QC Checklist.

## II. SCOPE

This section covers control of materials and equipment to be incorporated in the project.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND METHODS

**A.** The Project Team is responsible for planning and implementing the control of materials to be incorporated in the Project. The Material Control Plan covers:
1. Materials supplied by Yearout Mechanical Inc.
2. Materials supplied by Yearout Mechanical Inc. vendors.
3. Materials supplied by Yearout Mechanical Inc. subcontractors.
4. Materials supplied by the Owner

**B.** The Material Control Plan covers the period from acceptance of the supply contract by Yearout Mechanical Inc. Yearout Mechanical Inc. vendors or subcontractors, or the assumption of control of customer supplied materials, until the completed item is accepted by the Owner.

**C.** The Material Control Plan considers as applicable, the control of:

1. Procurement schedule.
2. Status during design, manufacturing, fabrication, delivery, storage and installation.
3. Onsite and offsite storage areas – location, suitability, limitations, restrictions, layout.
4. Inspections upon delivery, during storage and after Offsite fabrication and installation.
5. Handling methods during uploading, moving, offsite fabrication and installation.
6. Transporting routes onsite and offsite.
7. Protection from damage and theft.
8. Protection from deterioration.

**D.** The Project Manager or his/her designee approves the Material Control Plan and documents the approval.

## V. REFERENCES

Relevant Quality System Procedures identified in the matrix.

## VI RECORDS

The Project Team maintains in accordance with the quality system procedure(s) for quality records a record of:

A. Current and any superseded material control procedures.

B. Control of materials incorporated in the project.

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# PROCESS CONTROL

## I. POLICY

Yearout Mechanical Inc. will identify and plan the production, installation and servicing processes which directly affect quality. Yearout Mechanical Inc. shall ensure these processes are carried out under controlled conditions.

## II. SCOPE

This section covers the identification and planning of design, construction and servicing or operation of facilities within the scope of Yearout Mechanical Inc. contract with the customer.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the Project.

## IV. ACTIONS AND METHODS

### A. Identification and Planning of Processes

The Project Team identifies and plans design, production, construction, servicing and operation processes which directly affect quality, to ensure they will be performed under controlled conditions. The procedures to follow are identified in the Project Quality Plan and are prepared and controlled as defined in other sections of this Quality Manual.

### B. Project Quality System

1. The Project Team prepares and implements a Project Quality Plan which comprises of:
   a. This Quality Manual.
   b. Applicable quality procedures.
   c. Project Specifications.

2. The Project Team, under the direction of the Project Manager:
   a. Establish the project requirements which are:
      1. Contractual requirements as stated in the project drawings, specification and other contract documents; they may include written industry standards referenced in the contractual requirements. And all state and local codes.

3. Implied requirements of the Owner
   b. Ensure the project requirements are documented.
   c. Ensure the Project Quality Plan and the accompanying quality system procedures and other quality documents are sufficient to enable the required project requirements to be met or exceeded.
   d. Revise existing quality system procedures or prepare additional quality system procedures if required to adequately address the project requirements.
   e. Implement the Project Quality Plan on the project.
   f. Document the execution of the Project Quality Plan by maintaining file(s) of training, inspections, test reports, nonconformance's and other quality documentation.
   g. Review weekly the effectiveness of the Project Quality Plan and make adjustments to procedures and implementation if the quality requirements are not being met consistently.
   h. Establish education and training needs of project personnel; ensure all have adequate knowledge and training in their tasks to meet the project requirements.

4. If the Project Team considers the contractual requirements offer insufficient definition or if they identify deficiencies during project execution they:
   a. Bring any deficiencies to the attention of Owner
   b. Establish requirements if the customer chooses not to provide these, or is unable to provide them the industry standards shall be the basis for establishing the Project Requirements unless the customer provides written instruction to Yearout Mechanical Inc. to adopt other standards.

5. The Project Team prepares and implements written quality system procedures and/or other quality documents to define the processes where the absence of such procedures could adversely affect quality.

6. Quality system procedures and other quality documents adopted on the project together address:
   a. Use of suitable production, installation and servicing equipment, and a suitable working environment.
   b. Compliance with reference standards/codes.
   c. Monitoring and control of suitable process parameters and product characteristics.
   d. Qualification and certification of personnel performing the process.
   e. Approval, maintenance, and calibration of equipment.
   f. Criteria for workmanship.
   g. Instructions for operation and maintenance of the product where appropriate.

7. Where the results of processes cannot be fully verified by subsequent inspection and testing, the processes are performed by qualified operators and/or will be subject to continual monitoring and control of the process parameters to ensure the specified requirements are satisfied.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Project Team maintains in accordance with the quality system procedure(s) for quality records a record of:

A. Personnel qualifications.

B. Inspection and test records.

# INSPECTION AND TESTING

## I. POLICY

Yearout Mechanical Inc. will establish and maintain written procedures for inspection and testing activities to verify that the requirements of the customer are met. Yearout Mechanical Inc. will establish and maintain written procedures to control, calibrate, and maintain final inspection, measuring and test equipment used to demonstrate the conformance of the product to the specified requirements.

## II. SCOPE

This section covers the inspection and testing of the final product and materials used in the final product. Including the control of inspections, measuring and test equipment used.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND METHODS

**Project Inspection and Test Plan**

A. The Quality Control Team is responsible for planning and implementing the inspection and testing of all elements of the project in accordance with the Owners and state and local code requirements. The Quality Control Team has developed an inspection and testing plan, which covers:
   1. Construction Inspections as per Yearout Schedule.
   2. Client Verification Checklist
   3. Craftsman Checklist
   4. Analytical Transmittal Form
   5. Responsibility within the Quality Control Team for inspection and testing per functional area.
   6. QCR's to perform the inspections and tests as per client specification.
   7. Control, calibration, and maintenance of inspection, measuring and test equipment.
   8. Records of calibrations inspections and tests.
   9. Identification of inspection and test status through Inspection Matrix, Test Log, Test Matrix, and Client Verification Checklist.
   10. Flange Bolt Tightening work sheet

B. The inspection and testing plan covers the period from acceptance of the supply contract by Yearout Mechanical Inc., the vendor or subcontractor, or the assumption of control of customer supplied materials, until the completed item is accepted by the customer.

C. All inspections are planned using the Yearout Mechanical Inc. Construction schedule and communication with the Foremen.

D. The Craftsman Checklist is a tool used to break down the construction inspection activities into manageable sections.

E. The Yearout Mechanical Inc. Quality Manager or QCR are involved in the breakdown of construction activities for each project.

F. Once activities are broke down, then the Quality Group defines the incremental inspections that will take place based on the construction activities.

G. These incremental inspections include: **Verification that Material Take-Off is per the Specification, Material Inspection, Routing/DMZ, Hangers/Supports Inspection, Fabricated Spool Inspection, Weld Inspection, Pressure Test, Purge Line Roll Up, Housekeeping, and Final Sign Off.**

H. Each of these inspections is tracked per construction activity and by the project.

I. The Yearout Mechanical Inc. schedule identifies when each of these inspections are to take place.

J. Yearout Mechanical Inc. holds meetings daily therefore the management is aware of the issues the day it is inspected.

K. QCR's will document punch list items during walk through.

L. Punch list items will be documented on the SL1/SL2 Verification Inspection Checklist and distributed to the Foreman in charge.

M. The QCR notifies the Project Foreman as soon as inspection is complete

N. The Yearout Mechanical Inc. Quality Control Representative (QCR) will validate that all construction and testing are complete without deficiencies or punch list.

## V. INSPECTION DESCRIPTIONS

**Verification of MTO to spec.**

a) QA Manager and/or QCR review the IFC prints to ensure materials called out on print are by Client Specification.
b) QA Manager and/or QCR review the Yearout Mechanical Inc. Take-Off to ensure materials called out in takeoff are by Client Specification. Verification takes place before the material is ordered.

**Material Inspection**

a) All materials ordered could be delivered to the Yearout Mechanical Inc. Main Office Shipping and Receiving Department or to the job site.
b) Material will then be inspected and logged into the Yearout Mechanical Inc. control data base by the project.
c) Material Coordinator will inspect incoming materials looking for issues such as ding, dents, scratches, cracks, abnormalities, and discoloration.
d) QCR's will inspect at minimum 10% as per spec.

**Routing/DMZ**

a) Yearout Mechanical Inc. Detailing Department creates a Routing Coordination Drawing for every project dealing with ducting and pipe over 2" in diameter.
b) Once RCD has been established the QCR walks it with the Detailers to ensure all routing is within the clients DMZ's and ensure that routings do not conflict with any other equipment, duct work, piping etc.
c) The RCD walk takes place before the Routing Coordination Meeting with the client QAR.

**Hangers/Supports Inspection**

a) Yearout tradesmen receive a copy of the RCD from the Detailing Department.
b) The Tradesmen then install hangers as per the routings on the RCD.
c) Once hangers have been installed, the QCR then verifies the hangers are installed by the RCD as well as the correct spacing as per Client Specification.

**Fabricated Spool Inspection**

a) Majority of the systems on each project are detailed using isometric drawings.
b) The isometric drawings are transmitted to the Yearout Mechanical Inc. Fabrication Shop for fabrication.
c) Once spools are fabricated, each spool is inspected by the Yearout Mechanical Inc. Fabrication shop foreman.
d) The Fab Shop Foreman inspects:
    1. All welds.
    2. Verifies all measurements to the isometric drawing.
    3. Ensures all fabrication areas are clean and maintained.
    4. Verifies all shipments to the client Site are packaged ensuring a quality product shows up to the job site.

e) Yearout Mechanical Inc. will visually examine 100% of welds on the fabricated spool pieces before the spool pieces are allowed to be installed.

**Weld Inspection**

a) Once spools have been fabricated and sent to site, the spools will be installed by the tradesmen. Dependent on the connection type, all field welds and coupons will be visually examined whether it is a Carbon Steel, Stainless Steel, PVC weld joint.

**Pressure Test**

a) Once system has been installed and walked by the tradesmen and the foreman, the system will be turned over to the QCR for test.
b) The QCR will do a construction complete walk to ensure system is ready for test and that there are no major punch list items.
c) When QCR walk is complete, the QCR notifies the client QAR that the system is ready to test.
d) Once client QAR gives the QCR permission to test, the QCR will turn over the test paperwork to the Test Crew to make ready for test.
e) The QCR will notify the client QAR when system is up on test for verification.
f) The QCR will also notify the QAR when test is ready to come off.
g) Also notify state or local authorities for inspection of system installation.

**Analytical**

a) On High Purity S.S. systems if analytical services are required after pressure test, the QCR will transmit the paperwork over to the Third Party Contractor after verification that gas sticks have been install.
b) On UPW systems, after QAR ok to test walk, the QCR will have test crew set up the system to flow.
c) Once system is ready for flow the QCR will transmit paperwork over to the Third Party Contractor. Once analytical is complete flow will not be removed until Functional Area Tool Owner requests QAR to turn system on to tool. At that time the QAR will request Yearout Mechanical Inc. to help remove flow equipment.

**Purge Line Roll Up**

a) Once analytical testing is complete and S.S. lines have been tied into tool by Third Party Contractor, it is the responsibility of the install contractor to roll up the purge line back to the purge manifold.
b) When the QCR is notified the analytical is done, he will then notify the foreman to roll up the purge lines.
c) The Foreman will notify the QCR when all purge lines have been rolled and the QCR will verify task has been complete.

**Housekeeping**

a) Before the QCR schedules the Final Walk with the client QAR, housekeeping will be verified.
b) The QCR will inspect the floors, catwalks, and the fab.

c) If housekeeping is found unsatisfactory then the QCR will notify the Foreman of the issues found. The QCR will inspect again once tasks have been reported complete.

**Final Sign Off**

a) Once all Incremental Inspections have been signed as complete and all punch list items verified as complete, the QCR will schedule a final walk through with the client QAR/GC.
b) When the final walk has taken place and no issues are found then the client QAR will sign off the system.

## VI. REFERENCES

Relevant quality system procedures identified in the matrix.

## VII. RECORDS

The Project Team maintains in accordance with the quality procedure(s) for quality records or record of:

A. The approval of the inspection and testing plan.

B. The current and any superseded testing and inspection plans and procedures.

C. Records of inspection and testing performed.

# TRAINING

## I. POLICY

Yearout Mechanical Inc. will ensure personnel performing activities affecting quality have the required ability, experience, qualification and/or training for the specific assigned tasks they perform.

## II. SCOPE

This section covers the training requirements of personnel performing activities affecting quality.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. The Project Manager is responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND MEHTODS

### A. Identification of Training Requirements

***The Project Team:***

1. Identifies the activities from the project requirements.
2. Determines the level of experience and ability required to perform specific assigned tasks.
3. Ensures personnel who lack the required qualification or experience, are trained in their assigned tasks.

### B. Training Methods

Yearout Mechanical Inc. offers Safety Classes at the main shop and at the site. At the monthly Foreman's meeting some type of job related training is offered to the Foreman. Local Union 412 offers Journeyman upgrading classes every month. Yearout Mechanical Inc. sends out a calendar showing what type of training and on what days the training is done, every month.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

A. The Business/Office Manager maintains, in accordance with the quality procedure(s) for quality records, a record of relevant training, qualifications and experience records of project personnel performing activities affecting quality.
B. Every employee is responsible in sending a copy their training, qualifications and experience records to the Business/Office Manager.

# TECHNICAL QUALIFICATIONS

## I. POLICY

Yearout Mechanical Inc. will ensure personnel performing activities affecting quality have the required ability, experience, qualification and/or training for the specific assigned tasks they perform.

## II. SCOPE

This section covers the technical requirements of personnel performing activities affecting quality.

## III. RESPONSIBILITY

The Quality Manager is responsible for the contents of this procedure. Both the QM and PM are responsible for ensuring that it is followed on the project.

## IV. ACTIONS AND MEHTODS

**Identification of Qualifications:**

A. Yearout Mechanical Inc. new hires come from Local 412 for Plumbers, Pipefitters, Welders, QA/QC. Sheet metal new hires come from Local 49
B. All welders must have current ASME Section IX weld certifications from Local 412 or a third party testing lab.
C. All Orbital welders hired by Yearout must have previous weld experience as well as an AMI Certification from Local 412 or a third party testing lab, are required to take the client Orbital Welding Test.
D. PVDF Welders must have a George Fischer PVDF Weld Certification and have previous experience dealing with PVDF pipe.
E. All personnel who Glue PVC and CPVC material must attend the designated vendor Gluing Class.

## V. REFERENCES

Relevant quality system procedures identified in the matrix.

## VI. RECORDS

The Quality Team maintains, in accordance with the quality procedure(s) for quality records, a record of relevant training, qualifications and experience records of project personnel performing activities affecting quality.


# Environmental, Safety & Health Plan

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**Albuquerque, NM 87113**

**(505) 884-0994**

**Revision Date**

**November 5, 2019**

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## Nature of Work

All work shall be performed in accordance with the design drawings and specifications, lists, and schedules as indicated by the contract documents for each project.

## References

It is the intent to meet, or exceed all applicable regulations and guidelines in compliance with environmental, safety and health laws, rules and regulations of the Federal, State and Local governments while in the performance of construction and service work.

The standards include:

**ANSI…**Requirements for Personal Protective Equipment will be used when applicable for demolition and construction work.

**29CFR Part 1910…**General Industry Occupational Safety and Health Standards, which are applicable to construction, work.

**29CFR 1926…**Safety and Health Regulations for Construction. The 29CFR 1926-revised edition dated February 1, 1999 was used for preparation of this plan.

**Environmental Protection agency (EPA)…**Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Known Methods as written and when applicable for construction.

**National Electrical Code…**Applicable sections and articles dependent on the type of work to be performed. The latest edition will be used.

**NFPA…**National Fire Protection Association: where applicable to construction.

**NFPA 70E…**Electrical safety requirements for employees. Applicable sections will be addressed as required and specifically addressing PPE. The latest edition will be used.

**INTERNAL FIRE CODE (IFC) ANSI Z49.1, Sections 4.3 and E4…**As applicable to fire safety and general work practices.

## Definitions

The following definitions and abbreviations will apply throughout this document:

- **Subcontractor:** Refers to any company and their employees under contract to Yearout Mechanical, LLC for the execution of work as defined in the contract documents.
- **Competent Person:** Person capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- **Qualified Person:** Person whom, by possession of recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated the ability to solve or resolve problems related to the subject matter, the work, or the project.

## Suspension of Work

A. All employees, contractors, and visitors have the responsibility and authority to suspend inappropriate or unsafe work activities when those activities present clear and imminent danger to employees, contractors, visitors, the public, or the environment. Personnel may suspend activities they observe or in which they are a participant, if they believe the activity presents an imminent danger.

B. Upon receiving suspension of work request (oral or written), immediately cease activity, and notify the Onsite Superintendent or Project Manager. Obtain name and telephone number of person requesting suspension, and reason for suspension of work. Work shall not continue on that activity until the issue has been resolved.

C. Stop Work Order: A Stop Work Order that affects a crew for a period greater than one (1) hour shall be followed by issuance of formal written Stop Work Order. Work may be restarted only with a written work release from the Superintendent, Project Manager or Yearout Safety. Stop Work Order shall include the following information:

1. Date and time when work was stopped.

2. Reason for work stoppage.

3. Requirements for Contractor to resume work.

4. Date and time of when to expect corrective actions to be completed, if required.

D. Work Release: Superintendent, Project Manager or Yearout Safety shall provide a written work release that includes the following:

1. Reference Stop Work Order

2. Reason for work stoppage

3. Conditions for restart of activity.

4. Specified date and time when work may resume.

## Work Site Identification

A. Construction Safety Bulletin Board: Provide and maintain weather tight safety bulletin board in a visible location, not less than 3 feet by 5 feet in size. Bulletin board shall be used only to post official documents and announcements.

1. For projects under $50,000, provide and maintain legible, durable, and weatherproof 8-1/2 inch by 11 inch sign in visible location with the following information:

a. Company name

b. Superintendent name

c. After hours telephone number

d. Client contact name and telephone number

2. For all projects, a copy of Contractor's Safety Plan must be readily available at Project site.

B. Hazard Identification Signage and Barricades: Provide appropriate hazard identification and barricades in accordance with 29 CFR 1926 and 29 CFR 1910 for construction and service work, respectively, to warn Contractor personnel and visitors of specific work hazards. Prior to start of work, ensure personnel on site know and understand signage that may be present on site during performance of work.

1. Use flagging and tape barricades only for temporary (less than 24 hour) protection, unless otherwise accepted by Superintendent. Use orange safety fencing or snow fencing around excavations and trenching. Fencing shall be minimum 4 feet (1.2 m-) high and secured vertically every 10 feet (3 m).

2. Provide signage in compliance with 29 CFR 1926 and 29 CFR 1910 for construction and service work, respectively. Protect unattended sites with applicable signs and barricades at all times.

C. Documentation: The following documents shall be available for review at each Project site.

1. Project plans, specifications, and work authorizations

2. All required permits.

3. Company Safety Plan

4. Safety Data Sheets for on-site chemicals.

## Safety and Health Plan

Purpose

We at Yearout Mechanical, LLC are committed to the safety and health of our employees, and know that our strength as a company is only as good as the strength of each individual. We will strive to place safety and health above all else, and will involve all employees at every level in establishing, implementing, and evaluating our efforts. This written Safety and Health Plan is intended to eliminate, or reduce the severity of job-related illnesses and injuries at this company. It is our intent to comply with the requirements of 29 CFR 1926.20 and .21, which require employers to maintain programs as necessary to keep employees from working in hazardous or dangerous conditions. This Safety and Health Plan is required reading for all employees and subcontractors prior to starting work under any contract, and subcontractors are contractually obligated to comply with this plan.

Management Leadership

Our Safety Manager is the Safety and Health Plan Administrator. He/She coordinates the Safety and Health Program elements for our company.

He/She is responsible for setting up and managing the program so that Superintendents, Foremen, employees, and Subcontractors know what our company expects. Our Program Administrator is accountable for meeting these responsibilities. He/She has the authority (delegated ability to take action) to carry out his/her duties in a timely manner so that progress is made in meeting program goals. He/She is also provided with sufficient resources, information, and training to meet those responsibilities.

Our Safety Manager has examined our existing policies and practices to ensure that they encourage and do not discourage reporting and participation in our program. In this way, early reporting of injuries, illnesses, and hazards and meaningful employee participation in the program are more likely to occur. The reporting of injuries, illnesses, and hazards is especially important because the success of the program depends on such reporting.

Our Safety Manager communicates with employees and Subcontractors about the program so they have the information necessary to protect themselves from hazards and have effective input into the operation of the program.

**The designated Safety Manager is identified once a project has been awarded.**

**The alternate Safety Manager is identified once a project has been awarded.**

They each have several years of documented experience in safety inspection and coordination and are knowledgeable in the safety principles and practices of the construction industry. Each safety officer will remain knowledgeable in occupational health and safety laws and procedures thru formal courses and annual evaluation. They are responsible for ensuring that all aspects of our plan are being followed in a daily basis and periodically evaluating the effectiveness of this plan.

Our company safety managers are also responsible for ensuring that the Foreman or Superintendent conduct documented daily safety inspections. These inspections are built into field operations for each project. If a specific project requires a safety officer to be present on site during active construction activities, the individual will be identified on that particular project specific safety plan along with method of compliance and required documentation that will need to be maintained on site for that particular project.

Employee Participation and Training

All Yearout Mechanical, LLC employees are properly trained and expected to understand our safety and health plan. Each employee and subcontractor employee will have adequate training for the tasks that they are employed to perform, and will not be allowed to perform them prior to receiving training. At a minimum, each employee who will, or may have access to jobsites shall have a minimum of 10-Hours OSHA Training in construction safety and health. As required, field employees will have specific OSHA subpart training, and refresher training for tasks and activities they will be involved in.

- Following all job-site safety guidelines and all OSHA / General Contractor rules and regulations is a strict condition of job-site access for each person.
- Before granting job-site access, all employees must read these guidelines.
- Penalties for violating job-site safety guidelines will result in disciplinary actions as per Safety Enforcement Section of this plan.
- All Yearout employees will attend the daily Yearout safety toolbox meetings, complete a Pre-Task Plan form and morning stretch prior to starting their shift.
- All employees shall know where jobsite SDS sheets are located.
- Know the evacuation routes and muster areas on the jobsite.
- Know where phones are located for emergencies.
- Know where first-aid kits and fire extinguishers are located.
- All Yearout personnel must wear proper PPE at all times on the jobsite.
- Cellular phones are prohibited from being used on the jobsite during work time, unless otherwise approved.
- IPods, MP3 players and other devices that restrict and distract an employees' attention from what is going on around him/her are not be used on the job site.
- If you experience a non-work related injury, before reporting to the job, you must have a release form stating full release to regular/modified duty and/or any restrictions from your physician.

Visitors

All visitors who wish to enter the job site must report to the onsite Superintendent or Foreman before entering the site. Visitors will receive an onsite briefing of the hazards associated with the work being performed at that time and how to enter and evacuate the site. No visitor will be allowed onsite without the proper PPE.

Contractor/Subcontractor Safety Compliance

All employees, subcontractors, employees of subcontractors tiers and visitors that are accessing a jobsite on behalf of Yearout Mechanical, LLC is required to comply with all safety rules set forth by all regulatory compliance agencies, Yearout Mechanical, LLC, and any written plans applicable to the respective project. Failure to do so will result in immediate removal from the site until Yearout Mechanical, LLC has had the opportunity to meet with the employee and management. At a minimum the individual and/or company will be required to re-review the project specific safety plan and be coached on the issues by our designated safety officer. If a determination is made that an action was intentional, negligent or serious enough to have potentially caused harm to another individual or property, immediate termination will be enforced.

Borrowing & Loaning of Company Rented or Owned Equipment

It is the policy of Yearout Mechanical, LLC to never borrow or loan any equipment under any circumstances that is rented or owned to any other contractors or owners on project sites.

# Accident/Event Reporting and Investigation Plan

Purpose

This Accident/Event Reporting and Investigation Plan prescribe methods and practices for reporting and investigating accidents. No matter how conscientious the safety effort at a company, accidents happen occasionally due to human or system error.

Therefore, this written plan is intended to provide a means to deal with all workplace accidents/events in a standardized way and demonstrate our company's compliance with the reporting requirements of 29 CFR 1904. In addition, it is the policy of the company to comply with all workers' compensation laws and regulations.

Administrative Duties

Our Safety Manager is responsible for developing and maintaining this written Accident/Event Reporting and Investigation Plan. This person is solely responsible for all facets of the plan and has full authority to make necessary decisions to ensure the success of this plan.

Event Reporting

At any time if a Yearout Mechanical, LLC employee or subcontractor becomes aware of a circumstance that would impact workers, the public, the environment or an unplanned disruption of normal operations, the circumstance must be reported. If the event could quickly become an emergency situation follow the “Emergency Action Plan” described below.

Accident Reporting Procedures

Our accident reporting procedures include the following:

All accidents, injuries, or illnesses, and equipment damage must be reported immediately to their foreman or direct supervisor. The injured employee will fill out the "Notice of Accident" form. The foreman and the injured employee will fill out together the "Accident Investigation" form. Yearout Mechanical, LLC will not conduct accident investigations in order to place blame or find fault. A fair investigation will identify the "Root Cause" that, if corrected, will prevent recurrence of the accident. When an accident has occurred, the accident area shall be undisturbed (as much as possible) until the investigation is conducted.

Emergency Action:

Emergency Action for life threatening injuries or illnesses; immediately call for medical assistance by dialing 911 on touchtone telephone.

1. Post medical and non-medical emergency numbers conspicuously at Project site. Ensure that all employees are aware of medical and non-medical numbers emergency numbers.
2. Transport personnel with non life-threatening injuries or illnesses that require medical attention to contractor’s identified medical facility. **Concentra Medical Centers. (Subject to change, confirm with Safety Manager)**
3. Electrical Shock: Accompany an employee receiving electrical shock for immediate attention to the above designated medical facility during standard working hours, no matter how minor the shock appears. For non-standard working hours, seek medical attention in off-site facility. Notify Project Manager, Superintendent, or Safety Manager immediately after transporting individual to any medical facility.
4. Notification of Accidents, Injuries, or Illnesses: Verbal notification to Safety Manager shall be performed as soon as possible. Submit document “Report of Occupational Injury/Illness” to Safety Officer within 3 days.
    a. Non-Emergency Medical Incident: Notify Safety Officer or Superintendent within 24 hours
    b. Serious or Life-Threatening Accident or Illness: Notify Safety Manager and Superintendent after taking emergency action.

5. Substance Abuse Prevention and Testing: Use of drugs (including misuse of prescribed substances) or alcohol on site shall be grounds for removal of individual from work site, and may include other corrective actions.

Accident Investigation Procedures

Thorough accident investigations will help the company determine why accidents occur, where they happen, and any trends that might be developing. Such identification is critical to preventing and controlling hazards and potential accidents. Our Safety Manager will conduct investigations.

Employee Involvement and Training

This plan is an internal document guiding the action and behaviors of employees. When hired and as needed our Safety Officer thoroughly explains to all employees why the Accident Reporting and Investigation Plan was prepared and how employees may be affected by it. Employees are informed on how to report an injury or illness.

Employees, and their representatives, are also provided limited access to our injury and illness records.

Copies of relevant OSHA 300 logs are provided by the next business day to all employees, former employees, and representatives who request them. Employees, former employees, and personal representatives who request "Notice of Accident" will also receive them by the end of the next business day. However, authorized employee representatives will only receive requested "Notice of Accident" within seven calendar days. All names will be removed.

The nature of injuries, root cause and corrective actions section will be provided. All initial copies are provided to requesters free of charge. Additional copies involve a reasonable charge.

Our company does not discriminate against employees for:

- Reporting a work-related fatality, injury, or illness;
- Filing a safety and health complaint;
- Asking for access to occupational injury and illness records; or
- Exercising any rights afforded by the Occupational Safety and Health Act.

Event Notification

If any employee or subcontractor becomes aware of an event that could adversely impact work, the public, or the environment, or unplanned disruptions of normal operations it must be reported to the onsite supervisor as soon as possible.

If there is a situation in which atmospheric air monitoring is required on a job and the monitor indicates a possible or potential exposure based on the most recent PEL's published in the most current copy of the limits established by OSHA or ACGIH the exposure must be reported to the onsite supervisor as soon as possible.

## Forklift Operation Plan

It's hard to imagine any tool more important to materials handling than the powered industrial truck-the forklift. Like many companies, Yearout Mechanical, LLC relies on these versatile vehicles to load, unload, and move stock and other materials.

This written Forklift Operation Program establishes guidelines to be followed whenever any of our employees work with powered industrial trucks at this company. The rules established are to be followed to:

- Provide a safe working environment,
- Govern operator use of powered industrial trucks, and
- Ensure proper care and maintenance of powered industrial trucks.

The procedures here establish uniform requirements designed to ensure that powered industrial truck safety training, operation, and maintenance practices are communicated to and understood by the affected employees. These requirements also are designed to ensure that procedures are in place to safeguard the health and safety of all employees.

It is our intent to comply with the requirements of OSHA's 29 CFR 1926.600, 1926.602(c), and 1926.441 for construction activities. These regulations have requirements for powered industrial truck operations, including that for battery care and charging.

We also comply with applicable requirements of design, construction, stability, inspection, testing, maintenance, and operation of ASME/ANSI B56.1-1969, Safety Standard for Low Lift and High Lift Trucks. However, the powered industrial trucks we operate in our storage and maintenance yards and warehouses comply with 29 CFR 1910.176 and 1910.178.

Administrative Duties

Our Safety Manager is our Forklift Operation Program Coordinator, acting as the representative of the Yearout Mechanical, LLC and has overall responsibility for the plan. Copies of this written program may be obtained from Main Office and/or Site Office.

Training

Our Safety Manager will identify all new employees in the employee orientation program and make arrangements with department management to schedule training.

Before we begin training a new employee, our Forklift Operation Program Administrator, determines if the potential powered industrial truck operator is capable of performing the duties necessary to be a competent and safe driver. This is based upon his/her physical and mental abilities to perform job functions that are essential to the operation of the vehicle.

These capabilities include the level at which the operator must:

- See and hear within reasonably acceptable limits, (this includes the ability to see at a distance and peripherally, and in certain instances, it is also necessary for the driver to discern different colors, primarily red, yellow, and green);
- Endure the physical demands of the job; and
- Endure the environmental extremes of the job, such as the ability of the person to work in areas of excessive cold or heat. An operator must be able to climb onto and off of a truck, to sit in the vehicle for extended periods of time, and to turn his/her body to look in the direction of travel when driving in reverse.

Once our Administrator determines that a potential operator is capable of performing powered industrial truck duties, a designated training organization will conduct initial training and evaluation. This/These instructor(s) have the necessary knowledge, training, and experience to train new powered industrial truck operators. His/Her/Their qualifications include: Forklift Train the Trainer.

Initial Training

During an operator's initial training, the instructor(s) combine(s) both classroom instruction and practical training.

The classroom instruction includes the following formats: Lecture, discussion, interactive computer learning, videos, or written material. Classroom instruction, itself, covers the following topics: Classes of forklifts, suspension, pre-operation, operation, load handling, fueling unit, and special units.

The practical training includes these formats: Demonstrations performed by the trainer and practical exercises by the trainee. All powered industrial truck operators are trained and tested on the equipment they will be driving before they begin their job. Our practical training covers the following: Loading and unloading of trucks.

Each type of powered industrial truck has a different "feel" to it, and that makes operating it slightly different from operating other industrial trucks. The work areas where these trucks are being used also present particular hazards. For these reasons, it is impractical to develop a single "generic" training program that fits all of our powered industrial trucks. Accordingly, during training, Yearout Mechanical, LLC covers the operational hazards of our powered industrial trucks, including:

- General hazards that apply to the operation of all or most powered industrial trucks;
- Hazards associated with the particular make and model of the truck;
- Hazards of the workplace in general; and
- Hazards of the particular workplace where the vehicle is operated.

If each potential operator has received training in any of the elements of our training program, and is evaluated to be competent, they need not be retrained in those elements before initial assignment in our workplace. The training must be specific for the types of trucks that employee will be authorized to operate and for the type of workplace in which the trucks will be operated.

Training Certification

After an employee has completed the training program, the instructor will determine whether the potential driver can safely perform the job. At this point, the trainee will take a performance test or practical exercise through which the instructor(s) will decide if the training has been adequate. All powered industrial truck trainees are tested on the equipment they will be driving.

Our Safety Manager is responsible for keeping records certifying that each employee who has successfully completed operator training and testing. Each certificate includes the name of the driver, the date(s) of the training, and the name of the person who did the training and evaluation.

Performance Evaluation

Each certified powered industrial truck operator is evaluated at least once every 3 years to verify that the operator has retained and uses the knowledge and skills needed to drive safely this evaluation is done by our Safety Manager. If the evaluation shows that the operator is lacking the appropriate skills and knowledge, the operator is retrained by our instructor(s).

Refresher Training

Refresher training is triggered by any of the following situations:

- If the operator is involved in an accident or a near-miss incident;
- If the operator has been observed driving the vehicle in an unsafe manner;
- When the operator is assigned to a different type of truck;
- If it has been determined during an evaluation that the operator needs additional training; or
- When there are changes in the workplace that could affect safe operation of the truck. This could include a different type of paving, reconfiguration of the storage racks, new construction leading to narrower aisles, or restricted visibility.

Current Certified Truck Operators

Under no circumstances shall an employee operate a powered industrial truck until he/she has successfully completed this company's powered industrial truck training program. Regardless of claimed previous experience, all new operators must at least undergo a performance evaluation.

Pre-Operational Inspection Procedures

The company requires operators to perform pre-operational equipment checks on powered industrial trucks prior to the beginning of each shift in which those trucks will be utilized to ensure the safe operating condition of the vehicle. Completing a daily truck inspection checklist performs the pre-operational check.

No blank spaces are allowed on the form. If an item does not apply, we use the code N/A. We also require that operators fill out the comment section thoroughly and accurately if there are any operational or visual defects. That way our Maintenance Department can pinpoint and repair the problem before the truck becomes unsafe to operate.

Our pre-operational inspection procedures used by operators include:

Check fuel, tires, hoses/belts/cables, mast/forks/, fuel/battery, safety equipment, gauges/control, horn/alarms, steering, brakes, and leaks.

Our Safety Manager is responsible for retaining all daily truck inspection checklist forms for each vehicle for 6 months.

Periodic Inspection Procedures

Periodic inspections are in conjunction with the particular powered industrial truck's maintenance or service schedule. Maintenance schedules are normally expressed in days and operating or running hours. (Rental) Company Mechanic perform(s) inspection and maintenance (Refer to your manufacturer's operator instruction manuals.). Most manufacturers' operator instruction manuals contain the recommended maintenance schedule. Authorized workshops and/or service technicians do inspections and maintenance or repair beyond the recommended service schedules.

Operating Procedures

Powered industrial trucks can create certain hazards that only safe operation can prevent. That's why we have created sets of operating procedures. Our operating procedures follow.

Driving, Load Lifting and Carrying

Driving a powered industrial truck is fundamentally different than driving a car or other trucks. In fact, powered industrial trucks:

- Are usually steered by the rear wheels,
- Steer more easily loaded than empty,
- Are driven in reverse as often as forward,
- Are often steered with one hand, and
- Have a center of gravity toward the rear, shifting to the front as forks are raised.

Unlike cars, some powered industrial trucks have a greater chance of tipping over when suddenly turned. Because of the design of powered industrial trucks, they have a very short rear wheel swing. This means that, at high speeds, sudden turns can tip them and could result in serious injury and damage. Speed can cause the center of gravity to shift dramatically. Similarly, speeding over rough surfaces can cause tipping.

Although structurally different than cars, powered industrial trucks, like cars, can collide with property and people. Therefore it is our policy for all operators to follow these driving procedures:

**Picking up a Load**

1. Make sure the load does not exceed the capacity of your forklift.
2. Center the forks to evenly distribute the weight of the load.
3. Make sure the load is balanced and secured.
4. Check for overhead obstructions.
5. Drop the forks to the floor
6. Drive into load as far as possible.

7. Tilt the load back slightly and lift it.
8. Back out slowly to clear racks or other obstacles.
9. Lower the load to the safe traveling height before moving.
10. Stop completely before lowering and raining the load.

**Traveling With a Load**
1. Pedestrians always have the right of way.
2. Keep the load tilted back slightly.
3. Keep the forks low, 2 to 4 inches above the floor if possible.
4. Before moving. Check behind and on both sides for pedestrians or other traffic.
5. If the load is large and blocks your view, travel in reverse.
6. Always drive at a safe speed, slowing down when going around corners.
7. Sound the horn when approaching aisles and corners.
8. Never give co-workers a ride with your forklift.
9. When traveling over a ramp or incline, drive an unloaded forklift "downhill" backing up the ramp or incline and driving it down.
10. When traveling over a ramp or incline, drive a loaded forklift "uphill" driving up and backing down.
11. Avoid sudden braking.
12. Lift or lower the load only when completely stopped, never when traveling.

**Placing a Load**
1. Stop the forklift in front of the desired location.
2. Slowly raise the load to the required height.
3. Move forward slowly with the load raised.
4. Never walk or stand under a raised load.
5. Position the load for placement, tilting it forward to level it.
6. Place the load square and straight.
7. Once the load has settled, back up slowly.
8. Make sure the forks clear the pallet before turning or changing the fork height.
9. Before backing, check behind and on both sides for pedestrians or other traffic.
10. Unusually shaped loads may require special stacking considerations. Be aware of the requirements before picking up these loads.

Whether you are moving a load or just driving a forklift, your visibility is restricted. Always be aware of potential blind spots. Accidents involving forklifts that strike pedestrians and other objects are far too common.

Powered industrial trucks can lift only so much. Each truck has its own load capacity, which is indicated on the rating plate. Powered industrial trucks also have three-point suspension that forms an imaginary triangle from the left front wheel to the right front wheel to the point between the two back wheels. The center of gravity for a powered industrial truck must lie somewhere within this triangle or else the truck will tip over. The load and its position on the forks, as well as traveling speed and slopes, all affect the center of gravity. Loads, themselves, have gravity with which to contend. Loads need special care so that they do not fall.

<u>Fuel Handling and Storage</u>

Some of our powered industrial trucks operate with highly flammable and combustible fuels.

The storage and handling of liquid fuels, including gasoline and diesel fuel are done in accordance with NFPA Flammable and Combustible Liquids Code (NFPA 30-1969).

The storage and handling of liquefied petroleum gas fuel is done in accordance with NFPA Storage and Handling of Liquefied Petroleum Gases (NFPA 58-1969).

All employees who handle or use flammable liquids are instructed by our Safety Manager in their safe handling and use and made aware of the specific OSHA requirements for what they are doing with the liquids. More specifically, employees are instructed in the following procedures:

Propane

1. Always wear the proper personal protective equipment when changing tanks.
2. Never change tanks near an open flame or heat source. (No smoking allowed)
3. Close the fuel line valve, but keep the engine running. This will prevent any propane from being left in the fuel line.
4. Shut off the ignition after the engine stops.
5. Handle tanks carefully. Propane can cause "freeze" burn if it comes in contact with your skin.
6. Check the condition of all valves and seals before connecting the new tank.
7. Propane is heavier than air and it will settle to the floor if there is a leak.
8. If a leak is detected, remove the forklift from use until the leak is repaired.

Gasoline or Diesel

1. Always wear the proper personal protective equipment when fueling the forklift.
2. Never fuel the forklift near an open flame or heat source. (No smoking allowed)
3. Turn the unit off during refueling.
4. Be sure you are adding the proper fuel.
5. Do not overfill the tank.
6. Check for any leaks.
7. Follow proper safety procedures when cleaning up any fuel spills.
8. Replace the fuel cap.

Carbon Monoxide Awareness

Powered industrial trucks with internal combustion engines produce carbon monoxide (CO), an odorless, colorless, and deadly gas produced by the incomplete burning of any material that contains carbon. These materials include gasoline, natural gas, propane, coal, and wood. The most common source of CO is the internal combustion engine. Trucks, cars, forklifts, floor polishers, pressure washers, or any other machine powered by fossil fuels generates CO.

If inhaled, CO restricts the ability of your blood system to carry oxygen to the body tissues that need it. Overexposure combined with less oxygen results in carbon monoxide poisoning. Mild poisoning can result in headaches, tightness in the chest, dizziness, drowsiness, inattention, fatigue, flushed face, or nausea. If you continue exposure lack of coordination, confusion, weakness, or loss of consciousness may result. A heart condition, smoking, taking drugs or alcohol, and pregnancy can aggravate CO poisoning. Physical activity, too, can make a situation worse. That's because your body needs more oxygen to exert itself. Severe poisoning can kill you within minutes, sometimes without warning symptoms. The more CO there is in the air and the longer the exposure, the greater the danger.

Personal Protective Equipment (PPE)

We have assessed our workplace and determined that the personal protective equipment needed to operate a forklift is as follows:

Safety glasses, gloves, hard hats

All operators required to wear this equipment are trained:

- When PPE is necessary;
- What PPE is necessary;
- How to properly put on, take off, adjust, and wear PPE;
- Limitations of the PPE; and
- Proper care, maintenance, useful life, and disposal of PPE.

Pedestrians

Because powered industrial trucks are typically used near pedestrians, we require both pedestrians and powered industrial truck operators to watch out for each other.

All powered industrial truck operators must: Allow pedestrians to have the right away

# Fall Protection Plan for Construction

OSHA currently regulates fall protection for construction under Part 1926, Subpart M. The standards for regulating fall protection systems and procedures are intended to prevent employees from falling off, onto or through working levels and to protect employees from falling objects. Fall protection requirements under the OSHA Construction regulations require considerable planning and preparation. [Note: These regulations do not address the issue of whether employers should compile a written fall protection plan, except to provide for the use of a written plan as justification for less conventional fall protection measures during leading edge work, precast concrete erection work, or residential construction.]

Written fall protection procedures establish guidelines to be followed whenever an employee works above dangerous equipment on ramps or runways or at heights with fall protection at the job site. The regulations:

- Are designed to provide a safe working environment, and
- Govern use of fall protection procedures and equipment.

Written procedures for fall protection establish uniform requirements for fall protection training, operation, and practices.

The effectiveness of the written fall protection procedures depends on the active support and involvement of all employees who perform the jobs requiring it. This plan is intended to document procedures that ensure all work requiring fall protection is carried out safely.

Purpose

Yearout Mechanical, LLC is dedicated to the protection of its employees from on-the-job injuries. All employees of Yearout Mechanical, LLC have the responsibility to work safely on the job. The purpose of this plan is to:

- Supplement our standard safety policy by providing safety standards specifically designed to cover fall protection on this job.
- Ensure that each employee is trained and made aware of the safety provisions, which are to be implemented by this plan prior to the start of erection.

This program informs interested persons, including employees that Yearout Mechanical, LLC is complying with OSHA's Fall Protection requirements, (29 CFR 1926.500 to .503).

This program applies to all employees who might be exposed to fall hazards, except when designated employees are inspecting, investigating, or assessing workplace conditions before the actual start of construction work or after all construction work has been completed.

All fall protection systems selected for each application will be installed before an employee is allowed to go to work in an area that necessitates the protection. Our Safety Manager is the program coordinator/manager and is responsible for its implementation. Certain employees are authorized to inspect, investigate, or assess workplace conditions before construction work begins or after all construction work has been completed. These employees are exempt from the fall protection rule during the performance of these duties. They are:

- Safety Manager
- Superintendent
- Foreman

These authorized employees determine if all walking/working surfaces on which our employees work have the strength and structural integrity to support the employees. Our employees will not be allowed to work on these surfaces until they have the requisite strength and structural integrity.

Our Duty to Provide Fall Protection

To prevent falls Yearout Mechanical, LLC has a duty to anticipate the need to work at heights and to plan our work activities accordingly. Careful planning and preparation lay the necessary groundwork for an accident-free jobsite.

Worksite Assessment and Fall Protection System Selection

This written plan is for Industrial/Commercial. There are situations at this worksite that will require fall protection.

This fall protection plan is intended to anticipate the particular fall hazards to which our employees may be exposed. Specifically, we:

- Inspect the area to determine what hazards exist or may arise during the work.
- Identify the hazards and select the appropriate measures and equipment.
- Give specific and appropriate instructions to workers to prevent exposure to unsafe conditions.
- Ensure employees follow procedures given and understand training provided.
- Apprise us of the steps our specialty subcontractors have taken to meet their fall protection requirements.

Providing fall protection requires an assessment of each fall situation at a given jobsite. Our criteria for selecting a given fall protection system follow those established in 29 CFR 1926.502, fall protection systems criteria and practices. Each employee exposed to these situations must be trained as outlined later in this plan.

Unprotected Sides and Edges

Our employees must be protected when they are exposed to falls from unprotected sides and edges of walking/working surfaces (horizontal and vertical surfaces), which are 6 feet or more above lower levels.

We know that OSHA has determined that there is no "safe" distance from an unprotected side or edge that would render fall protection unnecessary.

We have chosen the following fall protection for unprotected sides and edges:

- Guardrails and Personal Fall Arrest Systems

We have chosen the following systems for each location where unprotected sides and edges exist:

- Guardrails and Personal Fall Arrest Systems

We maintain the system(s) chosen until all work has been completed or until the permanent elements of the structure, which will eliminate the exposure to falling hazards, are in place.

Leading Edge Work

Leading edges are defined as the edge of a floor, roof, or formwork that changes location as additional floor, roof, or formwork sections are placed, formed, or constructed. If work stops on a leading edge it will be considered to be an "unprotected side or edge" and will be covered by the section of this plan on unprotected sides and edges.

We presume that it is feasible and will not create a greater hazard to implement at least one of the conventional fall protection systems for our leading edge work.

We have chosen the following systems for each location where leading edges exist:

- Personal Fall Arrest Systems

Employees who are not constructing the leading edge, but who are on walking/working surfaces where leading edges are under construction, are also protected from a fall by personal fall arrest systems.

## Hoisting & Rigging

1. Mobile Cranes: Prior to start of activity using a mobile crane, notify Superintendent or SafetyManager forty-eight hours in advance of scheduled arrival time. This notification allows time to review the project documentation, and to conduct an inspection of the crane coming onto project site. Crane inspection by the Safety Manager shall include, but not be limited to verification of license or training, load charts, inspection reports, and physical verification of ropes, slings, undercarriage, outriggers, and boom. Additionally, Safety Manager shall document review of crane placement, and lifting plan or sequence with the Contractor and Contractor's crane operator.

   Provide proof of inspection and load tests in accordance with 29 CFR 1926 and ANSI B30.5.

   **a.** Crane operators shall be properly trained and experienced in operation of crane or hoisting device. Crane operator shall have one of the following in possession during crane inspection and operation: Valid State of New Mexico Crane Operator's License or Certification that indicates completion of an industry-recognized, in-house training course based on American National Standards Institute (ANSI) standards for hoisting operators, and who is employed by the entity that taught the training course or contracted to have the training course taught.

2. Documented Lift Plan: All lift meeting the criteria described below will be documented. Documentation will be onsite during the lifting operation and shall be available for review. A documented lift plan will be required for all lifts meeting the following criteria:

   a. Greater than 75% of manufacturer's load chart capacity.

   b. Lifts involving field designed and installed lifting points when manufacturer's lift points cannot be utilized.

Lift plan shall include: lift calculations, qualified person in charge (PIC), and method utilized to approve filed designed lifting points when manufacturer's lifting points cannot be utilized.

3. Critical Lift Plan: A lift shall be designated as a critical lift if collision, upset, or dropping could result in any one of the following:

   a. Unacceptable risk of personnel injury or significant adverse health impact (onsite or offsite).

   b. Significant release of radioactive or other hazardous material or other undesirable conditions.

   c. Undetectable damage that would jeopardize future operations or the safety of a facility.

   d. Damage that would result in unacceptable delay to schedule or other significant program impact such as loss of vital data.

   e. A lift should also be designated as critical if the load requires exceptional care in handling because of size, weight, close-tolerance installation, high susceptibility to damage, or other unusual factors.

## Hoisting Areas

In all situations where equipment and material hoisting operations take place, we protect our employees from fall hazards. When we are involved in hoisting operations we will use the following fall protection systems at these specific locations:

- Personal Fall Arrest Systems

When operations require the materials to be lifted by crane to a landing zone (and do not require an employee to lean through the access opening or out over the edge to receive or guide materials), we can select either personal fall arrest equipment or a guardrail system.

When guardrails (or chains or gates) are removed to facilitate hoisting operations and one of our employees must lean through the access opening or out over the edge to receive or guide materials they will be protected by a personal fall arrest system.

Holes

Yearout Mechanical, LLC protects employees from:

- Tripping in or stepping into or through holes (including skylights).
- Objects falling through holes (including skylights).
- Holes 2" and larger shall be covered and marked "Hole".

We use the following fall protection system to protect our employees working on walking/working surfaces with holes where they can fall 6 feet or more to a lower surface:

- Personal Fall Arrest Systems

Employees can trip or step into or through a hole (including skylights) or an object could fall through a hole and strike a worker. In these instances we use covers to prevent accidents.

We understand that OSHA does not intend that a guardrail be erected around holes while employees are working at the hole, passing materials, and so on. Therefore, if the cover is removed while work is in progress, guardrails are not required because they would interfere with the performance of work. When the work has been completed, we will be required to either replace the cover or erect guardrails around the hole.

Ramps, Runways, and Other Walkways

We equip all ramps, runways, and other walkways with guardrails when employees are subject to falling 6 feet or more to lower levels.

Dangerous Equipment

Yearout Mechanical, LLC is committed to protecting our employees from falling onto dangerous equipment.

When this equipment is less than 6 feet below an employee, but because of form or function is dangerous, the employee is protected by:

- Personal Fall Arrest Systems

When this equipment is more than 6 feet below an employee, but because of form or function is dangerous, the employee is protected by:

- Personal Fall Arrest Systems

Roofing Work on Low-Slope Roofs

Each of our employees engaged in roofing activities on low-slope roofs (4 in 12 or less, vertical to horizontal pitch) with unprotected sides and edges six-feet or more above lower levels will be protected from falling by:

- Personal Fall Arrest Systems

Steep Roofs

We will protect our workers on roofs with slopes greater than 4 in 12 vertical to horizontal pitch (steep roofs) from falling when the roof has unprotected sides or edges more than 6 feet above lower levels by the use of:

- Personal Fall Arrest Systems

Wall Openings

Employees who are exposed to the hazard of falling out or through wall openings (including those with chutes attached) where the outside bottom edge of the wall opening is 6 feet or more above lower levels and the inside bottom edge of the wall opening is less than 39 inches above the walking/working surface must be protected from falling.

We protect our employees from falls out or through wall openings by the following methods:

- Personal Fall Arrest Systems

Walking/Working Surfaces Not Otherwise Addressed

We realize there will be situations that are not covered by our written safety plan, for which we have the duty to provide fall protection. All employees exposed to falls of 6 feet or more to lower levels must be protected by a guardrail system, safety net system, or personal fall arrest system except where specified otherwise in Part 1926.

We will audit all our worksites and if we find any fall protection hazards that are not covered elsewhere in this plan; we will take the following measures to address these hazards:

- Personal Fall Arrest Systems

Protection from Falling Objects

When employees are exposed to falling objects, we ensure they wear hard hats and also implement one of the following measures:

- Erect toeboards, screens, or guardrail systems to prevent objects from falling from higher levels.
- Erect a canopy structure and keep potential fall objects far enough from the edge of the higher level so that those objects would not go over the edge if they were accidentally moved.
- Barricade the area to which objects could fall, prohibit employees from entering the barricaded area, and keep objects that may fall far enough away from the edge of a higher level so that those objects would not go over the edge if they were accidentally moved.
- Cover or guard holes 6 feet or more above a lower level.

General Worksite Policy

1. If any one of the conditions described in the Workplace Assessment is not met for the area or piece of equipment posing a potential fall hazard, then do not perform that work until the condition is met. If you cannot remedy the condition immediately, notify a supervisor of the problem and utilize a different piece of equipment or work in a different area, according to the situation.

2. If the situation calls for use of fall protection devices such as harnesses or lanyards because the fall hazard cannot be reduced to a safe level, then the employee must don such protective equipment before beginning the work and use it as intended throughout the duration of the work.

3. Only employees trained in such work will perform it.

4. All places of employment, job sites shall be kept clean and orderly and in a sanitary condition.

5. All walking/working surfaces must be kept in a clean and, so far as possible, dry condition. Where wet processes are used, drainage shall be maintained and false floors, platforms, mats, or other dry standing places should be provided where practicable.

Training Program

Under no circumstances shall employees work in areas where they might be exposed to fall hazards, do work requiring fall protection devices, or use fall protection devices until they have successfully completed this company's fall protection training program.

The training program includes classroom instruction and operational training on recognition and avoidance of unsafe conditions and the regulations applicable to their work environment for each specific fall hazard the employee may encounter. The training program will cover the following areas:

- The nature of fall hazards in the work area.
- Selection and use of personal fall arrest systems, including application limits, proper anchoring and tie-off techniques, estimation of free fall distance (including determination of deceleration distance and total fall distance to prevent striking a lower level), methods of use, and inspection and storage of the system.
- The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used.
- The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones, and other protection to be used.
- The role of each employee in the safety monitoring system when this is used.
- The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs.
- The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection.
- The role of employees in fall protection plans.
- The standards contained in Subpart M of the construction regulations.

The Safety Manager will identify all current and new employees who require training and schedule the classroom instruction for those employees. Training on the above components will occur both in the classroom and on the job site, as appropriate. Classroom training will cover written policy/procedures on fall protection and include a training video on the subject. Job site instruction will include demonstration of and practice in wearing fall protection equipment and any instruction necessary for a specific job.

The Safety Manager has overall responsibility for the safety of employees and will verify compliance with 1926.503(a), training program, for each employee required to be trained.

The Safety Manager has the responsibility of determining when an employee who has already been trained, does not have the understanding and skill required by the training program (1926.503(a)).

A written certificate of training is required which must include:

- The name or other identity of the employee trained.
- The date(s) of training.
- The signature of the competent person who conducted the training or the signature of the employer.

Retraining is required when an employee cannot demonstrate the ability to recognize the hazards of falling and the procedures to be followed to minimize fall hazards.

Enforcement

Constant awareness of and respect for fall hazards, and compliance with all safety rules are considered conditions of employment. The jobsite foreman, as well as individuals in the Safety Department, reserves the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this program.

Incident Investigation

All accidents that result in injury to workers, regardless of their nature, are investigated and reported. It is an integral part of any safety program that documentation takes place as soon as possible so that the cause and means of prevention can be identified to prevent a reoccurrence.

In the event that an employee falls or there is some other related, serious incident (e.g., a near miss) occurs, this plan will be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of falls or incidents from occurring.

Changes to Plan

The safety manager will approve any changes to the plan. This plan is reviewed by a qualified person as the job progresses to determine if additional practices, procedures or training needs to be implemented by the competent person to improve or provide additional fall protection. Workers are notified and trained, if necessary, in the new procedures. A copy of this plan and all approved changes is maintained at the jobsite.

## Fire Prevention Plan

Purpose

OSHA's Fire Prevention Plan regulations, found at 29 CFR 1926.24 and Subpart F do not specifically require a written plan, but do require specific program elements. This plan addresses fire emergencies reasonably anticipated to occur through all phases of the construction, repair, alteration, or demolition at our construction sites.

This Fire Prevention Plan (FPP) is in place at this company to control and reduce the possibility of fire and to specify the type of equipment to use in case of fire. This plan addresses the following issues:

- Major workplace fire hazards and their proper handling and storage procedures.
- Potential ignition sources for fires and their control procedures.
- The type of fire protection equipment or systems, which can control a fire involving them.
- Regular job titles of personnel responsible for maintenance of equipment and systems installed to prevent or control ignition of fires and for control of fuel source hazards.

Under this plan, our employees will be informed of the plan's purpose, preferred means of reporting fires and other emergencies, types of evacuations to be used in various emergency situations, and the alarm system. The plan is closely tied to our Emergency Action Plan where procedures are described for emergency escape procedures and route assignments, procedures to account for all employees after emergency evacuation has been completed, and rescue and medical duties for those employees who perform them. Please see the Emergency Action Plan for this information.

Our Safety Manager is the Plan Coordinator, has overall responsibility for the plan. The written plan is kept in Main Office/Site Office. Safety Manager will review and update the plan as necessary. Copies of this plan may be obtained from our Safety Officer in the Office.

The FPP communicates to employees, policies and procedures to follow when fires erupt. This written plan is available, upon request, to employees, their designated representatives, and any OSHA officials who ask to see it.

If after reading this plan, you find that improvements can be made, please contact the Plan Coordinator. We encourage all suggestions because we are committed to the success of our Fire Prevention Plan. We strive for clear understanding, safe behavior, and involvement in the plan from every level of the company.

Plan Coordinator Responsibilities

Here at Yearout Mechanical, LLC, the Plan Coordinator is responsible for the following activities.

He or She must:

1. Develop a written Fire Prevention Plan for regular and after-hours work conditions.
2. Immediately notify the local fire department or police departments, and the building owner/superintendent in the event of a fire affecting the facility.
3. Integrate the FPP with the existing general emergency plan covering the building occupied.
4. Distribute procedures for reporting a fire, the location of fire exits, and evacuation routes to each employee.
5. Conduct drills to acquaint the employees with fire procedures, and to judge their effectiveness.
6. Satisfy all local fire codes and regulations as specified.
7. Train designated employees in the use of fire extinguishers and the application of medical first-aid techniques.
8. Keep key management personnel home telephone numbers in a safe place in the facility for immediate use in the event of a fire. Distribute a copy of the list to key persons to be retained in their homes for use in communicating a fire occurring during non-work hours.
9. Decide to have employees and non-employees remain in or evacuate the facility in the event of a fire.
10. If evacuation is deemed necessary, the Plan Coordinator ensures that:
    - All employees are notified and evacuated and a head count is taken to confirm total evacuation of all employees.
    - When practical, equipment is placed and locked in storage rooms or desks for protection.
    - The building owner/superintendent is contacted, informed of the action taken, and asked to assist in coordinating security protection.
    - In locations where the building owner/superintendent is not available, security measures to protect employee records and property are arranged as necessary.

Fire Hazards

Fire can be represented by a simple equation: Fire = Ignition Source + Fuel + Oxygen. Without any one of these three elements, a fire cannot start. Likewise, during a fire, if you take away any one of these three elements, you can successfully put out a fire. It is our company's intent to prevent these three elements from reacting to produce a fire.

Fuel is used throughout the facility as an energy source for various systems or equipment. This fuel can be a significant fire hazard and must be monitored and controlled.

Fire Protection Equipment

Fire protection equipment, selected and purchased by the Safety Manager, in use at this company includes the following extinguishers: 2A; ABC

Maintenance of Fire Protection Equipment

Once hazards are evaluated and equipment is installed to control them that equipment must be inspected on a regular basis to make sure it continues to function properly. The foremen are responsible for maintaining equipment and systems installed to prevent or control fires:

Our guidelines for maintaining the equipment is as follows:

Perform visual inspection before use, monthly documented inspection, semi-annually inspection/testing and annually re-certification.

Fire Prevention

At the time of a fire, employees should know what type of evacuation is necessary and what their role is in carrying out the plan. In cases where the fire is large, total and immediate evacuation of all employees is necessary. In smaller fires, a

partial evacuation of nonessential employees with a delayed evacuation of others may be necessary for continued operation. We must be sure that employees know what is expected of them during a fire to assure their safety.

Yearout Mechanical, LLC has chosen to train employees through presentation followed by a drill. We cover related FPP information at that time.

Managers and supervisors also give all their employees (divided into small groups) a thorough briefing and demonstration.

Training, conducted on initial assignment, includes:

- What to do if employee discovers a fire
- Demonstration of alarm, if more than one type exists
- How to recognize fire exits
- Evacuation routes
- Assisting employees with disabilities
- Measures to contain fire (e.g., closing office doors, windows, etc. in immediate vicinity)
- Head count procedures (see EAP for details)
- Return to building after the "all-clear" signal

If the Plan Coordinator has reason to believe an employee does not have the understanding required, the employee must be retrained. Our Safety Manager certifies in writing that the employee has received and understands the Fire Prevention Plan training.

Any employee who does not comply with this plan will be disciplined.

Yearout Mechanical, LLC has informed its employees of their duties and responsibilities under the plan. Each employer in the facility has a copy of the standardized plan and it is accessible by affected employees.

Together we have coordinated the FPPs of all employers in the building to avoid confusion and conflicts during a fire.

Fire Protection Equipment Training

The Plan Coordinator provides training for each employee who is required to use fire protection equipment. Employees shall not use fire protection equipment without appropriate training. Training, before an individual is assigned responsibility to fight a fire, includes:

- Types of fires
- Types of fire prevention equipment
- Location of fire prevention equipment
- How to use fire prevention equipment
- Limitations of fire prevention equipment
- Proper care and maintenance of assigned fire prevention equipment and

Employees must demonstrate an understanding of the training and the ability to use the equipment properly before they are allowed to perform work requiring the use of the equipment.

If the Plan Coordinator has reason to believe an employee does not have the understanding or skill required the employee must be retrained. Our Safety Manager certifies in writing that the employee has received and understands the fire protection equipment training.

# Hot Work Program

Purpose
To establish minimum requirements for performing hot work during maintenance and construction activities.

Authority: OSHA 29CFR 1910.252-254

Responsibility
Yearout Safety – Develop, maintain, distribute, and provide oversight in accordance with all applicable federal and state regulations, and best industry practices. Yearout Safety staff and supervisors have the responsibility and authority to halt any unsafe practices not in accordance with this policy. Yearout Safety has the responsibility for assisting departments in developing appropriate hot work safety plans, providing technical guidance and assisting with employee training.

Departments – Comply with all policy and program elements.

Procedures
Any work involving burning, welding, torch cutting, grinding where sparks are produced, soldering, or brazing in construction, maintenance and fabrication activities shall follow the Yearout Mechanical, LLC Hot Work Safety Program.

**Scope and Application**:

This program is designed to prevent injury and loss of property from fire or explosion as a result of hot work activities.

It covers: welding, brazing, soldering, heat treating, grinding, powder-actuated tools and all other similar applications producing a spark, flame, or heat.

All hot work performed by Yearout Mechanical, LLC shall be in conformance with NFPA 51B at a minimum.

Hot work operations in confined spaces require additional safeguards and are addressed in the Yearout Mechanical, LLC Confined Spaces Policy.

Hot work on and near building systems and piping may require additional safeguards and are addressed in Control of Hazardous Energy - Lockout/Tagout Policy.

**Definitions:**

**Competent Hot Work Supervisor (CHWS)** For Yearout Mechanical, LLC employees the CHWS shall have successfully completed competent person training and examination to be considered competent. For outside contractors the hot work supervisor shall be identified and the name provided to the project manager. The CHWS cannot be the hot work operator. Failure to properly adhere to Yearout Mechanical, LLC Hot Work Procedures shall result in suspension of competent person authority and possible disciplinary action.

**Designated Area** Permanent location designed for or approved by a CHWS for hot work operations to be performed regularly.

**Hot Work** Any work involving welding, brazing, soldering, heat treating, grinding, powder-actuated tools and all other similar applications producing a spark, flame, or heat, or similar operations that is capable of initiating fires or explosions.

**Hot Work Permit** A document issued by the Owner or General Contractor for the purpose of authorizing a specified activity.

**Hot Work Operator:** An individual designated by Yearout Mechanical, LLC to perform hot work under the authorization of a CHWS.

**Welding and Allied Processes**
Those processes such as arc welding, oxy-fuel gas welding, open-flame soldering, brazing, oxygen cutting and arc cutting.

**Specific Responsibilities:**

**Competent Hot Work Supervisor (CHWS)**

- The CHWS is responsible for the safe operations of hot work activity under their supervision. These duties include:
- Establish permissible areas for hot work.
- Ensure that only approved apparatus, such as torches, manifolds, regulators and pressure reducing valves, are used.
- Ensure that all individuals involved in the hot work operations are familiar with Yearout Mechanical, LLC Hot Work requirements.
- Ensure that all individuals involved in the hot work operations are trained in the safe operation of their equipment and the safe use of the process. These individuals must have an awareness of the risks involved and understand the emergency procedures in the event of a fire.
- Determine site-specific flammable materials, hazardous processes, or other potential fire hazards present or likely to be present in the work location.
- Ensure combustibles are protected from ignition by the following means:
    - Move the work to a location free from combustibles.
    - If the work cannot be moved, ensure the combustibles are moved to a safe distance (35 feet) or have the combustibles properly shielded against ignition.
    - Ensure hot work is scheduled such that operations that could expose flammables or combustibles to ignition do not occur during hot work operations.
    - If any of these conditions cannot be met, then hot work must not be performed.
- Determine that fire protection and extinguishing equipment are properly located and readily available.
- Ensure sufficient local exhaust ventilation is provided to prevent accumulation of any smoke and fume.
- Ensure that a fire watch is posted at the site when:
    - Hot work is performed in a location where other than a minor fire might develop, or where the following conditions exist.
    - Combustible materials in building construction or contents are closer than 35 ft to the point of hot work.
    - Combustible materials are more than 35 ft away but are easily ignited by sparks.
    - Wall or floor openings are within 35 feet and expose combustible materials in adjacent areas. This includes combustible materials concealed in walls or floors.
    - Combustible materials are adjacent to the opposite side of partitions, walls, ceilings, or roofs and are likely to be ignited.

Where a fire watch is not required, the CHWS shall make a final inspection $^1/_2$ hour after the completion of hot work operations to detect and extinguish possible smoldering fires.

**Hot Work Operator (HWO)**

The hot work operator shall handle the equipment safely and perform work so as not to endanger lives and property. Specific duties include

- No hot work shall be conducted without specific written authorization from the CHWS via completion of the Hot Work Permit.
- The operator must cease hot work operations if unsafe conditions develop.
- The operator must notify the CHWS for reassessment of the situation in the event of suspected unsafe conditions or concerns expressed by affected persons.

**Fire Watch:**

The fire watch is an individual posted in specific circumstances, as described above. The function of the fire watch is to observe the hot work and monitor conditions to ensure that a fire or explosion does not occur as a result of the work performed. The fire watch is authorized to stop any unsafe operation or activity. Specific duties and responsibilities include:

- Watch for fires, smoldering material or other signs of combustion.
- Be aware of the inherent hazards of the work site and of the hot work.
- Ensure that safe conditions are maintained during hot work operations and stop the hot work operations if unsafe conditions develop.
- Have fire-extinguishing equipment readily available and be trained in its use.
- Extinguish fires when the fires are obviously within the capacity of the equipment available. If the fire is beyond the capacity of the equipment, sound the alarm immediately.
- Be familiar with the facilities and procedures for sounding an alarm in the event of a fire.
- A fire watch shall be maintained for at least $^1/_2$ hour after completion of hot work operations in order to detect and extinguish smoldering fires.
- More than one fire watch shall be required if combustible materials that could be ignited by the hot work operation cannot be directly observed by a single fire watch (e.g. in adjacent rooms where hot work is done on a common wall).

**Hot Work Operational Requirements**

Hot work is allowed only in areas that are or have been made fire-safe. Hot work may only be performed in either designated areas or permit-required areas.

A designated area is a specific area designed or approved for such work, such as a maintenance shop or a detached outside location that is of noncombustible or fire-resistive construction, essentially free of combustible and flammable contents, and suitably segregated from adjacent areas.

A permit-required area is an area made fire-safe by removing or protecting combustibles from ignition sources.

Hot work is not allowed:

- In sprinkled buildings if the fire protection system is impaired
- In the presence of explosive atmospheres or potentially explosive atmospheres (e.g. on drums previously containing solvents)
- In explosive atmospheres that can develop in areas with an accumulation of combustible dusts (e.g. grain silos).

**Hot Work Permit**

- Before hot work operations begin in a non-designated location, a completed hot work permit issued by the Owner or General Contractor and prepared by the CHWS is required. Based on local conditions, the CHWS must determine the length of the period, not to exceed 24 hours, for which the hot work permit is valid.
- The following conditions must be confirmed by the CHWS before permitting the hot work to commence:
- Equipment to be used (e.g. welding equipment, shields, personal protective equipment, fire extinguishers) must be in satisfactory operating condition and in good repair.
- The floor must be swept clean for a radius of 35 ft if combustible materials, such as paper or wood shavings are on the floor,
- Combustible floors (except wood on concrete) must be kept wet or be covered with damp sand ( note: where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock)., or be protected by noncombustible or fire-retardant shields.
- All combustible materials must be moved at least 35 ft away from the hot work operation. If relocation is impractical, combustibles must be protected with fire-retardant covers, shields or curtains. Edges of covers at the floor must be tight to prevent sparks from going under them, including where several covers overlap when protecting a large pile.

- Openings or cracks in walls, floors, or ducts within 35 ft of the site must be tightly covered with fire-retardant or noncombustible material to prevent the passage of sparks to adjacent areas.
- If hot work is done near walls, partitions, ceilings, or roofs of combustible construction, fire-retardant shields or guards must be provided to prevent ignition.
- If hot work is to be done on a wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side by relocating combustibles. If it is impractical to relocate combustibles, a fire watch on the opposite side from the work must be posted.
- Hot work must not be attempted on a partition, wall, ceiling, or roof that has a combustible covering or insulation, or on walls or partitions of combustible sandwich-type panel construction.
- Hot work that is performed on pipes or other metal that is in contact with combustible walls, partitions, ceilings, roofs, or other combustibles must not be undertaken if the work is close enough to cause ignition by conduction.
- Fully charged and operable fire extinguishers that are appropriate for the type of possible fire shall be available immediately at the work area. These extinguishers should be supplied by the group performing the hot work. The fire extinguishers normally located in a building are not considered to fulfill this requirement.
- If hot work is done in proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding or cutting operation. During hot work, special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems (for example, special extinguishing systems or sprinklers).
- Nearby personnel must be suitably protected against heat, sparks, and slag.

**Work Closeout:**

- A fire watch shall be maintained for at least 30 minutes after completion of hot work operations in order to detect and extinguish smoldering fires.
- The CHWS shall inspect the job site 30 minutes following completion of hot work and close out the permit with the time and date of the final check.
- The completed Hot Work Permit shall be retained for 6 months following completion of the project.

## First Aid Program

Purpose

Yearout Mechanical, LLC is dedicated to the protection of its employees from on-the-job injuries and illnesses. However, when injuries or illnesses do occur, we are prepared to immediately respond to the needs of the injured or ill.

This written First Aid Program is intended to ensure that Yearout Mechanical, LLC meets the requirements of 29 CFR 1926.23, First Aid and Medical Attention, 29 CFR 1926.50, Medical Services and First Aid, and Specification Section 01065 1.10 Medical/Health Protection.

Administrative Duties

Our Safety Manager is our First Aid Program Administrator and is responsible for establishing and implementing the written First Aid Program. This person has full authority to make necessary decisions to ensure the success of this program.

Copies of this written program may be obtained from the Safety Manager in main office/site office. If after reading this program, you find that improvements can be made, please contact the Safety Manager. We encourage all suggestions because we are committed to the success of this written program.

First Aid Personnel

Our Safety Manager is readily available for advice and consultation on matters of workplace health.

Hazard and Medical Services Assessment

Our Safety Manager assesses Yearout Mechanical, LLC for hazards to determine whether any pose the risk of a life-threatening or permanently disabling injury or illness.

When hazards or locations change, our Safety Manager re-assesses our risk and determines whether or not we are required to train an on-site employee in first aid.

First Aid Supplies and Equipment

It is important that our first aid supplies and equipment meet the specific needs of our Workplace.

Our Safety Manager has ensured that adequate first aid supplies are readily available, including: Meets Federal ANSI and FDA specifications

We provide these fully stocked first aid kits located Main Office, Shop, and Company Vehicles.

Our Safety Manager checks the first aid supplies. Visual Inventory, Monthly. Supplies are replaced promptly when expended.

Because it is reasonably anticipated that employees will be exposed to blood or other potentially infectious materials while rendering first aid, we provide the following personal protective equipment: Nitrile Gloves, face shield, biohazard disposal bag. See our written Exposure Control Program for further details.

Training

Training is the heart of our First Aid Program. Employees should NOT attempt to rescue or treat an injured or ill employee unless they are qualified to do so. Instead, they should contact someone who is qualified.

Employees who are qualified to render first aid have completed Yearout Mechanical, LLC's first aid training program. Safety Manager is responsible for conducting training. His/Her qualifications include: Standard First Aid/CPR.

A designated company does first aid training.  That training ensures that trainees are knowledgeable in First Aid/CPR

Training Certification

After an employee has completed our training program, the trainer will determine whether the employee can safely perform first aid. Safety Manager is responsible for keeping records verifying certification of each employee who has successfully completed training. Each certificate is a valid certificate in first-aid training, and National Safety Council includes the name of the employee, the date(s) of the training, and the signature of the person who performed the training and evaluation.

Retraining

Trained employees are re-trained every 3 years to keep their knowledge and skills current.

Accident Reporting

After the immediate needs of an injury or illness emergency have been met, we require our employees to report the event to their supervisor. All injuries, illnesses or a near miss no matter how minor must be reported.

Record keeping

Safety Manager is responsible for maintaining the following records and documentation relating to first aid, injuries, illnesses, and accidents: OSHA 200/300 log

Program Evaluation

By having our Safety Manager thoroughly evaluate and, as necessary, revise our program, we ensure our program's effectiveness and prevent or eliminate any problems. Program evaluation is performed annually.

Hearing Protection

The company makes hearing protectors (ear plugs) available to all employees exposed to an 8-hour time-weighted average of 85 decibels or greater at no cost to the employees.

The company ensures that employees have a variety of suitable protectors that attenuate (lower) employee exposure at least to an 8-hour time-weighted average of 85 decibels or lower for employees who have experienced a standard threshold shift in their hearing.

The company ensures evaluation for adequacy of the hearing protection attenuation for the specific noise environments in which the protector will be used, according to specifications given in an appendix to the standard.

The company reevaluates attenuation whenever employee noise exposures increase to the extent that current hearing protectors no longer provide adequate attenuation, and then provides more effective hearing protection.

Training and Information

Yearout Mechanical, LLC has a hearing protection-training program for all employees exposed to noise at or above an 8-hour time-weighted average of 85 decibels.

The company ensures employee participation in the hearing protection-training program. The company makes copies of the standard available to affected employees or their representatives. The company assures that the training material is updated to be consistent with changes in the protective equipment and work processes.

The company assures that each affected employee is informed of at least the following information:

- The effects of noise on hearing;
- The purpose of hearing protectors, the advantages, disadvantages, and attenuation of various types, and instructions on selection, fitting, use, and care; and

The company makes informational materials pertaining to the Occupational Noise Exposure standard that are supplied to it by OSHA available to affected employees or their representatives.

## Housekeeping Program

Good housekeeping is a necessary requirement for maintaining safety at construction sites. Clean and tidy work sites hold fewer hazards for all employees. Accidents and injuries are avoided and productivity improved where good housekeeping is a daily occurrence. This document informs interested persons, including employees that our company is complying with OSHA's housekeeping requirements, including:

- 29 CFR 1926.25 - Housekeeping, and
- 29 CFR 1926.151 - Fire Prevention.

Many other regulations also lead to housekeeping procedures. Common sense and safety concerns encourage standardization of housekeeping measures in the workplace. Yearout Mechanical, LLC has developed a set of written housekeeping procedures. In this way we have standardized housekeeping measures and are providing clear expectations and procedures for housekeeping at our company.

Good housekeeping is possibly the most visible evidence of management and employee concern for safety and health that a company displays on a day-to-day basis. Orderliness in our workplace contributes to a safe working environment by

minimizing obstacles and potential safety and health threats such as spills, trip hazards, etc. In fact, we have nine good reasons for housekeeping:

- Prevents accidents
- Prevents fire
- Saves time
- Gives control to our workers
- Increases production
- Gives our workers the freedom to move
- Gives our workers pride
- Protects our products and equipment
- Reduces our waste.

Our Written Housekeeping Program begins with a purpose statement. Then it provides a section to explain our expectations for a walk-around assessment. We have also included specific housekeeping procedures. Because no program can be successful without employee participation, we train our employees in the procedures. Plus, we have a system to promptly address and resolve any housekeeping-related accidents and hazard reports.

Purpose Statement

This document serves as the written procedures for general housekeeping at Yearout Mechanical, LLC These guidelines provide housekeeping standards in this facility to help ensure a safe work environment at all times in all areas.

Administrative Duties

Our Safety Manager is responsible for developing and maintaining the program. Employees may review a copy of the plan. It is located in main office. If after reading this program, you find that improvements can be made, please contact the Safety Manager. We encourage all suggestions because we are committed to the success of our written housekeeping program.

We strive for clear understanding, safe behavior, and involvement from every level of the company.

Walk-Around Assessment

Our Safety Manager walks around the job site weekly for an assessment to identify main housekeeping issues, which are documented. These persons look for a lack of order, un-removed spills or obstructions, or other hazards due to poor organization or poor housekeeping. They ask employees working in each area to identify and recommend corrective actions for their area. They also walk around the grounds to see if there is refuse or an untidy appearance due to storing materials haphazardly. In addition, they check the OSHA Form 300 injury and illness records. To see if one or more incidents such as slips, trips, falls, or other types of accidents were related in some way to poor housekeeping.

Housekeeping Procedures

It is the intent of this company to standardize housekeeping measures, meet OSHA requirements, and encourage safety.

Always clean as you go. Keep your work area clean and free of trip hazards.

All storage areas must be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage.

Open yard storage housekeeping procedures include:

- Combustible materials must be piled with due regard to the stability of piles and in no case higher than 20 feet.
- Driveways between and around combustible storage piles must be at least 15 feet wide and maintained free from accumulation of rubbish, equipment, or other articles or materials..

- The entire storage site must be kept free from accumulation of unnecessary combustible materials. Weeds and grass must be kept down and a regular procedure provided for the periodic cleanup of the entire area.
- Method of piling must be solid wherever possible and in orderly and regular piles. No combustible material may be stored outdoors within 10 feet of a building or structure.

Indoor Storage Housekeeping Measures:

- Storage may not obstruct, or adversely affect, means of exit.
- All materials must be stored, handled, and piled with due regard to their fire characteristics.
- A barrier having a fire resistance of at least 1 hour must segregate non-compatible materials, which may create a fire hazard.
- Material must be piled to minimize the spread of fire internally and to permit convenient access for firefighting. Stable piling shall be maintained at all times. Aisle space shall be maintained to safely accommodate the widest vehicle that may be used within the building for firefighting purposes.
- Clearance of at least 36 inches must be maintained between the top level of the stored material and the sprinkler deflectors.
- Clearance must be maintained around lights and heating units to prevent ignition of combustible materials.
- A clearance of 24 inches must be maintained around the path of travel of fire doors unless a barricade is provided, in which case no clearance is needed. Material must not be stored within 36 inches of a fire door opening.

Chemical Storage

Because we use chemicals, we have attached our Written Hazard Communication Program to this Written Housekeeping Program.

Aisles, Walkways, and Floor

- Provide sufficient safe clearances and access to any and all work stations and work areas, fire aisles, fire extinguishers, fire blankets, electrical disconnects, safety showers, other emergency aids, doors, and access to stairways.
- Clearly mark to distinguish walkways from areas not for pedestrian traffic.
- Keep aisles and walkways free of physical obstructions that would prevent access, including path-blocking objects, liquid or solid spills, and other obstructions.
- Keep aisles at least 3 feet wide where necessary for reasons of access to doors, windows, or standpipe connections.
- Keep stairs clean, dry, and free of waste, well lit, and provided with adequate handrails and treads that are in good condition.
- Keep floors clean; dry (dry as possible); slip-resistant; and free of waste, unnecessary material, oil and grease, protruding nails, splinters, holes, or loose boards.
- Provide an adequate number of waste receptacles at accessible locations throughout all work areas. .

Training

All of our employees, including maintenance and contractor employees, need to fully understand the safety and health hazards of poor housekeeping and improper chemical storage to protect themselves, their fellow employees, and the citizens of nearby communities. While training in Hazard Communication will help employees to be more knowledgeable about the chemicals they work with as well as familiarize them with reading and understanding SDS's, we will also train them as part of our Housekeeping Program, covering housekeeping procedures and safe work practices, hazard reporting, and other areas pertinent to housekeeping.

The Safety Manager trains employees on housekeeping procedures. He/she trains new employees at the time of their initial assignment and keeps track of their training. When a new procedure is introduced, he/she retrains all employees and keeps track of their retraining as above.

Employees sign certificates upon completion of their training. All training and retraining records contain the identity of the employee, the date of training, and the means used to verify that they understood their training.

Employee Participation

Our employees are significant in implementing and maintaining an effective housekeeping program for the facility. Yearout Mechanical, LLC strongly encourages employees to participate in:

- Conducting and developing the housekeeping program elements and hazard assessments as well as incident investigation findings.
- Obtaining access to the housekeeping program including any hazard analyses.

## Machine/Equipment & Guarding Plan

Purpose

It is the policy of this company to permit only trained and authorized employees to operate machinery, tools, or equipment at any time. This policy is applicable to:

- Daily operators of machinery, tools, and equipment; and
- Those who only occasionally have cause to use machinery, tools, or equipment.

This written Machine/Equipment Safety and Guarding Plan describes methods and practices for care and use of machines, equipment, and tools that can be read and understood by all managers, supervisors, and employees at Yearout Mechanical, LLC This written plan is intended to be used to:

- Create an awareness of the hazards among our workforce,
- Standardize procedures for use and care of the equipment,
- Provide a consistent format for training employees on the proper procedures to be used,
- Minimize the possibility of injury or harm to our employees, and
- Demonstrate Yearout Mechanical, LLC's compliance with machine safety and equipment usage requirements for general industry in Subpart O and P of 29 CFR 1910.

As our company is a construction employer, this plan is also intended to demonstrate Yearout Mechanical, LLC's compliance with machine and tool safety requirements for construction in Subpart I of 29 CFR 1926.

Administrative Duties

Our Safety Manager is responsible for developing and maintaining this written Machine/Equipment Safety and Guarding Plan. This person is solely responsible for all facets of the plan and has full authority to make necessary decisions to ensure the success of this plan. Appropriate training and experience that is commensurate with the complexity of the plan, to administer or oversee our machine/equipment safety program and conduct the required evaluations.

If, after reading this plan, you find that improvements can be made, please contact the Safety Manager. We encourage all suggestions because we are committed to creating a safe workplace for all our employees and a safe and effective machine/equipment safety and guarding program is an important component of our overall safety plan. We strive for clear understanding, safe work practices, and involvement in the program from every level of the company.

Pre-Operational Procedures

Hand tools must be inspected prior to use to ensure that:

- For tools with jaws, jaws are not sprung to the point of slippage.
- For impact tools, they are free of mushroom heads.
- For tools with wooden handles, the handles are free of splinters or crack and are tight in the tool.
- The tool is otherwise safe for use.

Any machine or power-operated tool, function, or process, which may cause injury, will be guarded. All permanent guards are securely attached in good working order and all removable guards are in place on the machine or equipment before starting use. Guards meet these minimum general requirements:

- Prevent contact - The guards prevent hands, arms, or any part of an employee's body or clothing from making contact with dangerous moving parts.
- Secure - Guards are not easy to remove or alter. Guards and safety devices are made of durable material that will withstand the conditions of normal use. They are firmly secured to the machine.
- Protect from falling objects - The guards ensure that no objects can fall into moving parts.
- Create no new hazards - If a guard creates a hazard of its own such as shear point, a jagged edge, or an unfinished surface that can cause a laceration, then employees must not use the piece of machinery or equipment.

If a guard is defective, damaged, or in any way does not meet the requirements of these procedures, employees may not use the machine, and must immediately notify our Safety Manager.

Where the operation of a machine or accidental contact with it can injure employees in the vicinity, the hazard is either controlled or eliminated.

Employees must locate and put on necessary and appropriate personal protective equipment (PPE) for use with the machinery or equipment before beginning use. PPE can be obtained from the Safety Manager.

Employees must make sure that work areas are well lit, dry, and clean before beginning work. Sawdust, paper and oily rags are a fire hazard and can damage machinery and equipment.

Employees must change clothing or take off jewelry that could become entangled in the machinery or equipment they are to use.

Only qualified personnel may install or repair equipment. Employees must notify the Safety Managerif machinery or equipment is in need of any type of repair.

If a lock or tag is in place on a piece of machinery or equipment, it may not be removed and the machinery or equipment may not be used.

Operating Procedures

Employees may not remove a guard for any reason while operating any piece of machinery or equipment.

All necessary personal protective equipment (PPE) is worn while the machinery or equipment is running.

If an employee is distracted or unable to focus on the work with the machinery or equipment, they must stop work with that machinery or equipment.

Upon finishing with a piece of equipment, tool, or machine, basic maintenance must be performed. It should be kept sharp, oiled, and stored properly, as appropriate.

Problem equipment must be immediately reported to Superintendent or Foreman so it can be repaired or replaced.

Employees must always use the proper piece of machinery or equipment for the job.

Electric cables and cords are kept clean and free from kinks. Equipment may never be carried by its cord.

# Personal Protective Equipment (PPE) Program

This written program documents steps Yearout Mechanical, LLC has taken to minimize injury resulting from various occupational hazards present at our construction sites by protecting workers through the use of PPE when the hazards cannot be eliminated.

Our Safety Manager is the program coordinator and has overall responsibility for the program. The safety and health manager will designate appropriate foremen to assist in training employees and monitoring their use of PPE. Our Safety manager will review and update the program as necessary. Copies of this program may be obtained from our Safety Manager.

PPE shall conform to applicable standards, and be in good working condition. PPE shall be appropriate for work hazard to be encountered, and is considered to be the last line of defense against injury or illness.

We at Yearout Mechanical, LLC believe it is our obligation to provide necessary (PPE) equipment for a hazard free environment to our employees. Any employee encountering hazardous conditions must be protected against the potential hazards.

The purpose of protective clothing and equipment (PPE) is to shield or isolate individuals from chemical, physical, biological, or other hazards that may be present in the workplace.

Establishing an overall written PPE program detailing how employees use PPE makes it easier to ensure that they use PPE properly in the workplace and document our PPE efforts in the event of an OSHA inspection. Yearout Mechanical, LLC's PPE program covers:

- Purpose
- Hazard assessment
- PPE selection
- Employee training
- Cleaning and maintenance of PPE
- PPE specific information

If after reading this program, you find that improvements can be made, please contact the Safety Manager. We encourage all suggestions because we are committed to the success of our Personal Protective Equipment Program. We strive for clear understanding, safe behavior, and involvement in the program from every level of the company.

## Purpose of Program

The basic element of any PPE program is an in depth evaluation of the equipment needed to protect against the hazards at the workplace; this is the initial hazard assessment for which written documentation is required. Two basic objectives of any PPE program should be to protect the wearer from incorrect use and/or malfunction of PPE. The purpose of this Personal Protective Equipment (PPE) Program is to document the hazard assessment, protective measures in place, and PPE in use at this company. PPE devices are not to be relied on as the only means to provide protection against hazards, but are used in conjunction with guards, engineering controls, and sound manufacturing practices. If possible, hazards will be abated first through engineering controls, with PPE to provide protection against hazards that cannot reasonably be abated otherwise.

## Hazard Assessment

In order to assess the need for PPE the following steps are taken:

1. The Safety Manager, along with foremen, identifies job classifications where exposures occur or could occur.

The Safety Manager or designee examines the following records to identify and rank jobs according to exposure hazards:

• Injury/illness records
• First aid logs

2. The Safety Manager conducts a walk through survey of workplace areas where hazards exist or may exist to identify sources of hazards to employees. They consider these basic hazard categories:
• Impact
• Heat
• Penetration
• Harmful dust
• Compression (roll over)
• Light (optical) radiation
• Chemical

During the walk through survey the Safety Manager observes and records the following hazards along with PPE currently in use:

• Sources of motion; i.e., machinery or processes where any movement of tools, machine elements or particles could exist, or movement of personnel that could result in collision with stationary objects.
• Sources of high temperatures that could result in burns, eye injury or ignition of protective equipment, etc
• Types of chemical exposures.
• Sources of harmful dust.
• Sources of light radiation, i.e., welding, brazing, cutting, furnaces, heat treating, high intensity lights, etc.
• Sources of falling objects or potential for dropping objects
• Sources of sharp objects that might pierce the feet or cut the hands
• Sources of rolling or pinching objects that could crush the feet
• Layout of workplace and location of co-workers
• Certain electrical hazards.

3. Following the walk through survey, the Safety Manager organizes the data and information for use in the assessment of hazards to analyze the hazards and enable proper selection of protective equipment.

4. An estimate of the potential for injuries is now made. Each of the basic hazards is reviewed and a determination made as to the frequency, type, level of risk, and seriousness of potential injury from each of the hazards found. The existence of any situations where multiple exposures occur or could occur is considered.

5. The Safety Manager documents the hazard assessment via a written certification that identifies the workplace evaluated, the person certifying that the evaluation has been performed, the date(s) of the hazard assessment, and that the document is a certification of hazard assessment.

Selection Guidelines

Once any hazards have been identified and evaluated through hazard assessment, the general procedure for selecting protective equipment is to:

1. Become familiar with the potential hazards and the type of protective equipment (PPE) that are available, and what they can do.

2. Compare types of equipment to the hazards associated with the environment.

3. Select the PPE that ensures a level of protection greater than the minimum required to protect employees from the hazards.

4. Fit the user with proper, comfortable, well fitting protection and instruct employees on care and use of the PPE. It is very important that the users are aware of all warning labels for and limitations of their PPE.

It is the responsibility of the Safety Manager to reassess the workplace hazard situation as necessary, to identify and evaluate new equipment and processes, to review accident records, and reevaluate the suitability of previously selected PPE. This reassessment will take place as needed, but at least annually.

Elements that should be considered in the reassessment include:

• Adequacy of PPE program
• Accidents and illness experience
• Levels of exposure (this implies appropriate exposure monitoring)
• Adequacy of equipment selection
• Number of person hours that workers wear various protective ensembles
• Adequacy of training/fitting of PPE
• Program costs
• The adequacy of program records

• Recommendation for program improvement and modification
• Coordination with overall safety and health program

Employee Training

The Safety Manager provides training for each employee who is required to use personal protective equipment. Training includes:

• When PPE is necessary?
• What PPE is necessary?
• How to wear assigned PPE?
• Limitations of PPE
• The proper care, maintenance, useful life, and disposal of assigned PPE

Employees must demonstrate an understanding of the training and the ability to use the PPE properly before they are allowed to perform work requiring the use of the equipment.

Employees are prohibited from performing work without donning appropriate PPE to protect them from the hazards they will encounter in the course of that work.

If the Safety Manager has reason to believe an employee does not have the understanding or skills required the employer must retrain. Since an employee's supervisor is in the best position to observe any problems with PPE use by individual employees, the Safety Manager will seek this person's input when making this determination. Circumstances where retraining may be required include changes in the workplace or changes in the types of PPE to be used, which would render previous training obsolete. Also, inadequacies in an affected employee's knowledge or use of the assigned PPE, which indicates that the employee has not retained the necessary understanding or skills, would require retraining.

The Safety Manager certifies in writing that the employee has received and understands the PPE training.

Because failure to comply with company policy concerning PPE can result in OSHA citations and fines as well as employee injury, an employee who does not comply with this program will be disciplined for noncompliance according to the following schedule:

• Verbal warning for the first offense accompanied by retraining
• Written reprimand for the second offense that goes in the employee's permanent record
• Suspension without pay for a third offense and documentation in the permanent record
• Dismissal as a last resort.

Cleaning and Maintenance

It is important that all PPE be kept clean and properly maintained by the employee to whom it is assigned. Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. PPE is to be inspected, cleaned, and maintained by employees at regular intervals as part of their normal job duties so that the PPE provides the requisite protection. Supervisors are responsible for ensuring compliance with cleaning responsibilities by employees. If PPE is for general use, the Safety Manager has responsibility for cleaning and maintenance. If a piece of PPE is in need of repair or replacement it is the responsibility of the employee to bring it to the immediate attention of his or her supervisor or the Safety Manager. It is against work rules to use PPE that is in disrepair or not able to perform its intended function. Contaminated PPE that cannot be decontaminated is disposed of in a manner that protects employees from exposure to hazards.

## PPE Specific Information

Eye and face protection

It is the policy of this company that as a condition of employment, all regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to wear ANSI approved goggles/face shields to help prevent eye and face injuries, including those resulting from flying particles (cutting and grinding, drilling overhead) molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation, for example.

Employees from temporary work agencies and sub contractors are required to wear goggles/face shields if assigned to work in the designated work areas.

All supervisors and managers are responsible for ensuring employees under their charge are in compliance with this policy.

All employees who work in designated work areas and/or job assignments are responsible for wearing company provided goggles/face shields to comply with this policy. Failure to comply will result in disciplinary action up to and including discharge.

All employees required to wear goggles/face shields must routinely inspect and properly care for their goggles/face shields.

Foot Protection-Safety Shoes

It is the policy of this company that as a condition of employment, all regular full time, part time, and temporary employees working in designated work areas and /or job assignments are required to wear ANSI Z41-approved safety-toe and /or chemical resistant footwear when work operations present hazards such as falling objects, pinch points, or material handling which may result in injury to the foot. Otherwise, wear sturdy and durable work boots or shoes in good repair to help prevent foot injuries, ankle injuries, slips, and falls. Athletic shoes such as running shoes, tennis shoes, clogs, or sandals are not acceptable.

All employees who work in designated work areas and/or job assignments are responsible for purchasing and wearing work shoes to comply with this policy. Failure to comply will result in disciplinary action up to and including discharge.

Our Safety Manager is responsible for informing new employees who are assigned to the designated work areas of the safety shoe policy and the procedures for obtaining them. The new employee is responsible for reporting to his/her first day of work wearing sturdy work boots.

Hand Protection -- Gloves

It is the policy of this company that as a condition of employment, all regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries, This includes the proper insulated gloves needed to perform electrical tasks.

Employees from temporary work agencies and sub contractors are required to wear protective gloves as needed if assigned to work in the designated work areas.

All supervisors and managers are responsible for ensuring employees under their charge are in compliance with this policy.

All employees who work in designated work areas and/or job assignments are responsible for wearing company provided gloves to comply with this policy. Failure to comply will result in disciplinary action up to and including discharge.

All employees required to wear protective gloves must routinely inspect and properly care for their assigned gloves (if the gloves are not disposable).

Head protection -- Hard hats

It is the policy of this company that as a condition of employment, all regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z89.1-approved hard hats to help prevent head injuries, including those resulting from falling objects, bumping the head against a fixed object, or electrical shock.

Employees from temporary work agencies and sub contractors are required to wear hard hats if assigned to work in the designated work areas.

All supervisors and managers are responsible for ensuring employees under their charge are in compliance with this policy.

All employees who work in designated work areas and/or job assignments are responsible for wearing company provided hard hats to comply with this policy. Failure to comply will result in disciplinary action up to and including discharge.

All employees are required to wear hard hats at all times during the performance of work for construction or service work, unless written waiver is obtained from Safety Manager. Waiver must be posted at job site, or have waiver in possession during performance of work. Hard hats must be routinely inspected and properly cared for.

Clothing: Wear clothing appropriate for task. Shorts, cutoffs, and sleeveless shirts (i.e., muscle shirts, tank tops) are not permitted. Bare backs (shirtless) are not permitted on work site.

## Steel Erection

General

This section sets forth requirements to protect employees from the hazards associated with steel erection activities involved in the construction, alteration, and/or repair of single and multi-story buildings, bridges, and other structures where steel erection occurs. The requirements of this section apply to employees engaged in steel erection unless otherwise specified. This section does not cover electrical transmission towers, communication and broadcast towers, or tanks.

Steel erection activities include hoisting, laying out, placing, connecting, welding, burning, guying, bracing, bolting, plumbing and rigging structural steel, steel joists and metal buildings; installing metal decking, curtain walls, window walls, siding systems, miscellaneous metals, ornamental iron and similar materials; and moving point-to-point while performing these activities.

Approval to begin steel erection: Before authorizing the commencement of steel erection, the controlling contractor shall ensure that the steel erector is provided with the following written notifications:

The concrete in the footings, piers and walls and the mortar in the masonry piers and walls have attained, on the basis of an appropriate ASTM standard test method of field-cured samples, either 75 percent of the intended minimum compressive design strength or sufficient strength to support the loads imposed during steel erection.

Any repairs, replacements and modifications to the anchor bolts were conducted in accordance with § 1926.755(b).

Commencement of steel erection: A steel erection contractor shall not erect steel unless it has received written notification that the concrete in the footings, piers and walls or the mortar in the masonry piers and walls has attained, on the basis of an appropriate ASTM standard test method of field-cured samples, either 75 percent of the intended minimum compressive design strength or sufficient strength to support the loads imposed during steel erection.

Site layout: The controlling contractor shall ensure that the following is provided and maintained:

Adequate access roads into and through the site for the safe delivery and movement of derricks, cranes, trucks, other necessary equipment, and the material to be erected and means and methods for pedestrian and vehicular control. Exception: this requirement does not apply to roads outside of the construction site.

A firm, properly graded, drained area, readily accessible to the work with adequate space for the safe storage of materials and the safe operation of the erector's equipment.

Pre-planning of overhead hoisting operations: All hoisting operations in steel erection shall be pre-planned to ensure that the requirements of § 1926.753(d) are met.

Site-specific erection plan: Where contractor elects, due to conditions specific to the site, to develop alternate means and methods that provide employee protection in accordance with § 1926.753(c)(5), § 1926.757(a)(4) or § 1926.757(e)(4), a site-specific erection plan shall be developed by a qualified person and be available at the work site.

Hoisting & Rigging

Hoisting and Rigging shall be in accordance with the Hoisting & Rigging section of this plan. In addition the following shall apply:

Cranes being used in steel erection activities shall be visually inspected prior to each shift by a competent person; the inspection shall include observation for deficiencies during operation. At a minimum this inspection shall include the following:

All control mechanisms for maladjustments; Control and drive mechanism for excessive wear of components and contamination by lubricants, water or other foreign matter; Safety devices, including but not limited to boom angle indicators, boom stops, boom kick out devices, anti-two block devices, and load moment indicators where required;

Air, hydraulic, and other pressurized lines for deterioration or leakage, particularly those which flex in normal operation; Hooks and latches for deformation, chemical damage, cracks, or wear; Wire rope revving for compliance with hoisting equipment manufacturer's specifications; Electrical apparatus for malfunctioning, signs of excessive deterioration, dirt, or moisture accumulation; Hydraulic system for proper fluid level; Tires for proper inflation and condition; Ground conditions around the hoisting equipment for proper support, including ground settling under and around outriggers, ground water accumulation, or similar conditions; The hoisting equipment for level position after each move and setup.

If any deficiency is identified, an immediate determination shall be made by the competent person as to whether the deficiency constitutes a hazard.

If the deficiency is determined to constitute a hazard, the hoisting equipment shall be removed from service until the deficiency has been corrected.

The operator shall be responsible for those operations under the operator's direct control. Whenever there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle loads until safety has been assured.

A qualified rigger (a rigger who is also a qualified person) shall inspect the rigging prior to each shift in accordance with § 1926.251.

The headache ball, hook or load shall not be used to transport personnel.

Cranes or derricks may be used to hoist employees on a personnel platform when work is being conducted, provided that all provisions of § 1926.550 (except for § 1926.550(g) (2)) are met.

Safety latches on hooks shall not be deactivated or made inoperable except:

When a qualified rigger has determined that the hoisting and placing of purlins and single joists can be performed more safely by doing so; or when equivalent protection is provided in a site-specific erection plan.

Working under loads

Routes for suspended loads shall be pre-planned to ensure that no employee is required to work directly below a suspended load except for:

Employees engaged in the initial connection of the steel; or Employees necessary for the hooking or unhooking of the load.

When working under suspended loads, the following criteria shall be met:

Materials being hoisted shall be rigged to prevent unintentional displacement; Hooks with self-closing safety latches or their equivalent shall be used to prevent components from slipping out of the hook; and all loads shall be rigged by a qualified rigger

Multiple lift rigging procedure

A multiple lift shall only be performed if the following criteria are met:

A multiple lift rigging assembly is used; a maximum of five members are hoisted per lift;

Only beams and similar structural members are lifted; and All employees engaged in the multiple lift have been trained in these procedures in accordance with § 1926.761(c) (1).

No crane is permitted to be used for a multiple lift where such use is contrary to the manufacturer's specifications and limitations.

Components of the multiple lift rigging assembly shall be specifically designed and assembled with a maximum capacity for total assembly and for each individual attachment point. This capacity, certified by the manufacturer or a qualified rigger, shall be based on the manufacturer's specifications with a 5 to 1 safety factor for all components.

The total load shall not exceed:

The rated capacity of the hoisting equipment specified in the hoisting equipment load charts; the rigging capacity specified in the rigging rating chart. The multiple lift rigging assembly shall be rigged with members: Attached at their center of gravity and maintained reasonably level; Rigged from top down; and Rigged at least 7 feet (2.1 m) apart. The members on the multiple lift rigging assembly shall be set from the bottom up. Controlled load lowering shall be used whenever the load is over the connectors. Structural stability shall be maintained at all times during the erection process.

The following additional requirements shall apply for multi-story structures:

The permanent floors shall be installed as the erection of structural members progress, and there shall be not more than eight stories between the erection floor and the upper-most permanent floor, except where the structural integrity is maintained as a result of the design. At no time shall there be more than four floors or 48 feet (14.6 m), whichever is less, of unfinished bolting or welding above the foundation or uppermost permanently secured floor, except where the structural integrity is maintained as a result of the design.

A fully planked or decked floor or nets shall be maintained within two stories or 30 feet (9.1 m), whichever is less, directly under any erection work being performed.

Walking/working surfaces

Tripping hazards. Shear connectors (such as headed steel studs, steel bars or steel lugs), reinforcing bars, deformed anchors or threaded studs shall not be attached to the top flanges of beams, joists or beam attachments so that they project vertically from or horizontally across the top flange of the member until after the metal decking, or other walking/working surface, has been installed.

Installation of shear connectors on composite floors, roofs and bridge decks. When shear connectors are used in construction of composite floors, roofs and bridge decks, employees shall lay out and install the shear connectors after the metal decking has been installed, using the metal decking as a working platform. Shear connectors shall not be installed from within a controlled decking zone (CDZ), as specified in § 1926.760(c) (8).

Slip resistance of metal decking

Slip resistance of skeletal structural steel. Workers shall not be permitted to walk the top surface of any structural steel member installed after July 18, 2006 that has been coated with paint or similar material unless documentation or certification that the coating has achieved a minimum average slip resistance of .50 when measured with an English XL tribometer or equivalent tester on a wetted surface at a testing laboratory is provided. Such documentation or certification shall be based on the appropriate ASTM standard test method conducted by a laboratory capable of performing the test. The results shall be available at the site and to the steel erector.

Plumbing-up

When deemed necessary by a competent person, plumbing-up equipment shall be installed in conjunction with the steel erection process to ensure the stability of the structure.

When used, plumbing-up equipment shall be in place and properly installed before the structure is loaded with construction material such as loads of joists, bundles of decking or bundles of bridging.

Plumbing-up equipment shall be removed only with the approval of a competent person.

Metal decking

Hoisting, landing and placing of metal decking bundles.

Bundle packaging and strapping shall not be used for hoisting unless specifically designed for that purpose.

If loose items such as dunnage, flashing, or other materials are placed on the top of metal decking bundles to be hoisted, such items shall be secured to the bundles. Bundles of metal decking on joists shall be landed in accordance with § 1926.757(e) (4). Metal decking bundles shall be landed on framing members so that enough support is provided to allow the bundles to be un-banded without dislodging the bundles from the supports. At the end of the shift or when environmental or jobsite conditions require, metal decking shall be secured against displacement.

Roof and floor holes and openings

Metal decking at roof and floor holes and openings shall be installed as follows:

Framed metal deck openings shall have structural members turned down to allow continuous deck installation except where not allowed by structural design constraints or constructability.

Roof and floor holes and openings shall be decked over. Where large size, configuration or other structural design does not allow openings to be decked over (such as elevator shafts, stair wells, etc.) employees shall be protected in accordance with § 1926.760(a) (1).

Metal decking holes and openings shall not be cut until immediately prior to being permanently filled with the equipment or structure needed or intended to fulfill its specific use.

Covering roof and floor openings

Covers for roof and floor openings shall be capable of supporting, without failure, twice the weight of the employees, equipment and materials that may be imposed on the cover at any one time.

All covers shall be secured when installed to prevent accidental displacement by the wind, equipment or employees.

All covers shall be painted with high-visibility paint or shall be marked with the word "HOLE" or "COVER" to provide warning of the hazard.

Smoke dome or skylight fixtures that have been installed are not considered covers for the purpose of this section unless they meet the strength requirements of this section.

Decking gaps around columns. Wire mesh, exterior plywood, or equivalent, shall be installed around columns where planks or metal decking do not fit tightly. The materials used must be of sufficient strength to provide fall protection for personnel and prevent objects from falling through.

Installation of metal decking

Except as provided in § 1926.760(c), metal decking shall be laid tightly and immediately secured upon placement to prevent accidental movement or displacement.

During initial placement, metal decking panels shall be placed to ensure full support by structural members.

Derrick floors:

A derrick floor shall be fully decked and/or planked and the steel member connections completed to support the intended floor loading. Temporary loads placed on a derrick floor shall be distributed over the underlying support members so as to prevent local overloading of the deck material.

General requirements for erection stability

All columns shall be anchored by a minimum of 4 anchor rods (anchor bolts). Each column anchor rod (anchor bolt) assembly, including the column-to-base plate weld and the column foundation, shall be designed to resist a minimum eccentric gravity load of 300 pounds (136.2 kg) located 18 inches (.46m) from the extreme outer face of the column in each direction at the top of the column shaft. Columns shall be set on level finished floors, pre-grouted leveling plates, leveling nuts, or shim packs which are adequate to transfer the construction loads.

All columns shall be evaluated by a competent person to determine whether guying or bracing is needed; if guying or bracing is needed, it shall be installed.

Repair, replacement or field modification of anchor rods (anchor bolts)

Anchor rods (anchor bolts) shall not be repaired, replaced or field-modified without the approval of the project structural engineer of record. Prior to the erection of a column, the controlling contractor shall provide written notification to the steel erector if there has been any repair, replacement or modification of the anchor rods (anchor bolts) of that column.

Beams and Columns

General

During the final placing of solid web structural members, the load shall not be released from the hoisting line until the members are secured with at least two bolts per connection, of the same size and strength as shown in the erection drawings, drawn up wrench-tight or the equivalent as specified by the project structural engineer of record.

A competent person shall determine if more than two bolts are necessary to ensure the stability of cantilevered members; if additional bolts are needed, they shall be installed.

Diagonal bracing. Solid web structural members used as diagonal bracing shall be secured by at least one bolt per connection drawn up wrench-tight or the equivalent as specified by the project structural engineer of record.

Double connections at columns and/or at beam webs over a column. When two structural members on opposite sides of a column web, or a beam web over a column, are connected sharing common connection holes, at least one bolt with its wrench-tight nut shall remain connected to the first member unless a shop-attached or field-attached seat or equivalent connection device is supplied with the member to secure the first member and prevent the column from being displaced. If a seat or equivalent device is used, the seat (or device) shall be designed to support the load during the double connection process. It shall be adequately bolted or welded to both a supporting member and the first member before the nuts on the shared bolts are removed to make the double connection.

Column splices. Each column splice shall be designed to resist a minimum eccentric gravity load of 300 pounds (136.2 kg) located 18 inches (.46 m) from the extreme outer face of the column in each direction at the top of the column shaft.

Perimeter columns Perimeter columns shall not be erected unless:

The perimeter columns extend a minimum of 48 inches (1.2 m) above the finished floor to permit installation of perimeter safety cables prior to erection of the next tier, except where constructability does not allow; The perimeter columns have holes or other devices in or attached to perimeter columns at 42-45 inches (107-114 cm) above the finished floor and the midpoint between the finished floor and the top cable to permit installation of perimeter safety cables required by § 1926.760(a)(2), except where constructability does not allow.

Steel Joists

General

Where steel joists are used and columns are not framed in at least two directions with solid web structural steel members, a steel joist shall be field-bolted at the column to provide lateral stability to the column during erection. For the installation of this joist:

A vertical stabilizer plate shall be provided on each column for steel joists. The plate shall be a minimum of 6 inch by 6 inch (152 mm by 152 mm) and shall extend at least 3 inches (76 mm) below the bottom chord of the joist with a $^{13/16}$ inch (21 mm) hole to provide an attachment point for guying or plumbing cables. The bottom chords of steel joists at columns shall be stabilized to prevent rotation during erection. Hoisting cables shall not be released until the seat at each end of the steel joist is field-bolted, and each end of the bottom chord is restrained by the column stabilizer plate.

Where constructability does not allow a steel joist to be installed at the column: an alternate means of stabilizing joists shall be installed on both sides near the column and shall; provide equivalent stability; be designed by a qualified person; be shop installed; and be included in the erection drawings.

Hoisting cables shall not be released until the seat at each end of the steel joist is field-bolted and the joist is stabilized. Where steel joists at or near columns span 60 feet (18.3 m) or less, the joist shall be designed with sufficient strength to allow one employee to release the hoisting cable without the need for erection bridging.

Where steel joists at or near columns span more than 60 feet (18.3 m), the joists shall be set in tandem with all bridging installed unless an alternative method of erection, which provides equivalent stability to the steel joist, is designed by a qualified person and is included in the site-specific erection plan. A steel joist or steel joist girder shall not be placed on any support structure unless such structure is stabilized.

When steel joist(s) are landed on a structure, they shall be secured to prevent unintentional displacement prior to installation.

No modification that affects the strength of a steel joist or steel joist girder shall be made without the approval of the project structural engineer of record.

Field-bolted joists

Except for steel joists that have been pre-assembled into panels, connections of individual steel joists to steel structures in bays of 40 feet (12.2 m) or more shall be fabricated to allow for field bolting during erection. These connections shall be field-bolted unless constructability does not allow.

Steel joists and steel joist girders shall not be used as anchorage points for a fall arrest system unless written approval to do so is obtained from a qualified person.

Attachment of steel joists and steel joist girders

Each end of "K" series steel joists shall be attached to the support structure with a minimum of two $^{1/8}$-inch (3 mm) fillet welds 1 inch (25 mm) long or with two $^{1/2}$-inch (13 mm) bolts, or the equivalent.

Each end of "LH" and "DLH" series steel joists and steel joist girders shall be attached to the support structure with a minimum of two $^{1/4}$-inch (6 mm) fillet welds 2 inches (51 mm) long, or with two $^{3/4}$-inch (19 mm) bolts, or the equivalent.

Each steel joist shall be attached to the support structure, at least at one end on both sides of the seat, immediately upon placement in the final erection position and before additional joists are placed.

Panels that have been pre-assembled from steel joists with bridging shall be attached to the structure at each corner before the hoisting cables are released.

Landing and placing loads

During the construction period, the employer placing a load on steel joists shall ensure that the load is distributed so as not to exceed the carrying capacity of any steel joist.

No construction loads are allowed on the steel joists until all bridging is installed and anchored and all joist-bearing ends are attached.

The weight of a bundle of joist bridging shall not exceed a total of 1,000 pounds (454 kg). A bundle of joist bridging shall be placed on a minimum of three steel joists that are secured at one end. The edge of the bridging bundle shall be positioned within 1 foot (.30 m) of the secured end.

No bundle of decking may be placed on steel joists until all bridging has been installed and anchored and all joist bearing ends attached, unless all of the following conditions are met:

The employer has first determined from a qualified person and documented in a site-specific erection plan that the structure or portion of the structure is capable of supporting the load; The bundle of decking is placed on a minimum of three steel joists; The joists supporting the bundle of decking are attached at both ends;

At least one row of bridging is installed and anchored; the total weight of the bundle of decking does not exceed 4,000 pounds (1816 kg); and Placement of the bundle of decking shall be in accordance with paragraph (e) (5) of this section. 1926.757(e) (5)

Falling Object Protection

Securing loose items aloft: All materials, equipment, and tools, which are not in use while aloft, shall be secured against accidental displacement. Protection from falling objects other than materials being hoisted: The controlling contractor shall bar other construction processes below steel erection unless overhead protection for the employees below is provided.

Fall Protection

Fall Protection shall be in accordance with the Fall Protection section of this plan. In addition the following shall apply:

General requirements:

Each employee engaged in a steel erection activity that is on a walking/working surface with an unprotected side or edge more than 15 feet (4.6 m) above a lower level shall be protected from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, positioning device systems or fall restraint systems.

Perimeter safety cables. On multi-story structures, perimeter safety cables shall be installed at the final interior and exterior perimeters of the floors as soon as the metal decking has been installed.

Connectors and employees working in controlled decking zones shall be protected from fall hazards.

Connectors:

Each connector shall:

Be protected from fall hazards of more than two stories or 30 feet (9.1 m) above a lower level, whichever is less; Have completed connector training in accordance with § 1926.761; and Be provided, at heights over 15 and up to 30 feet above a lower level, with a personal fall arrest system, positioning device system or fall restraint system and wear the equipment necessary to be able to be tied off; or be provided with other means of protection from fall hazards in accordance with paragraph (a)(1) of section. 1926.760(c)

Controlled Decking Zone (CDZ). A controlled decking zone may be established in that area of the structure over 15 and up to 30 feet above a lower level where metal decking is initially being installed and forms the leading edge of a work area. In each CDZ, the following shall apply:

Each employee working at the leading edge in a CDZ shall be protected from fall hazards of more than two stories or 30 feet (9.1 m), whichever is less.

Access to a CDZ shall be limited to only those employees engaged in leading edge work.

The boundaries of a CDZ shall be designated and clearly marked. The CDZ shall not be more than 90 feet (27.4 m) wide and 90 (27.4 m) feet deep from any leading edge. The CDZ shall be marked by the use of control lines or the equivalent.

Each employee working in a CDZ shall have completed CDZ training in accordance with § 1926.761.

Unsecured decking in a CDZ shall not exceed 3,000 square feet (914.4 $m^2$).

Safety deck attachments shall be performed in the CDZ from the leading edge back to the control line and shall have at least two attachments for each metal decking panel.

Final deck attachments and installation of shear connectors shall not be performed in the CDZ.

Criteria for fall protection equipment

Guardrail systems, safety net systems, personal fall arrest systems, positioning device systems and their components shall conform to the criteria in § 1926.502

Fall arrest system components shall be used in fall restraint systems and shall conform to the criteria in § 1926.502 (see Appendix G). Either body belts or body harnesses shall be used in fall restraint systems. Perimeter safety cables shall meet the criteria for guardrail systems in § 1926.502 (see Appendix G).

Custody of fall protection

Fall protection provided by the steel erector shall remain in the area where steel erection activity has been completed, to be used by other trades, only if the controlling contractor or its authorized representative:

Has directed the steel erector to leave the fall protection in place; and has inspected and accepted control and responsibility of the fall protection prior to authorizing persons other than steel erectors to work in the area.

Training

Training personnel - Training required by this section shall be provided by a qualified person(s).

Fall hazard training. The employer shall provide a training program for all employees exposed to fall hazards. The program shall include training and instruction in the following areas:

The recognition and identification of fall hazards in the work area; The use and operation of guardrail systems (including perimeter safety cable systems), personal fall arrest systems, positioning device systems, fall restraint systems, safety net systems, and other protection to be used; The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used; The procedures to be followed to prevent falls to lower levels and through or into holes and openings in walking/working surfaces and walls; and The fall protection requirements of this section.

Special training programs:

In addition to the training required in the previous paragraphs of this section, the employer shall provide special training to employees engaged in the following activities:

Multiple lift rigging procedure. The employer shall ensure that each employee who performs multiple lift rigging has been provided training in the following areas:

The nature of the hazards associated with multiple lifts; and the proper procedures and equipment to perform multiple lifts required by § 1926.753(e).

Connector procedures. The employer shall ensure that each connector has been provided training in the following areas:

The nature of the hazards associated with connecting; and the establishment, access, proper connecting techniques and work practices required by § 1926.756(c) and § 1926.760(b).

Controlled Decking Zone Procedures. Where CDZs are being used, the employer shall assure that each employee has been provided training in the following areas:

The nature of the hazards associated with work within a controlled decking zone; and The establishment, access, proper installation techniques and work practices required by § 1926.760(c) and § 1926.754(e).

## Scaffolding Safety Procedures for Construction

Purpose

It is this company's purpose in issuing these procedures to further ensure a safe workplace based on the following formal, written procedures for scaffold work. These procedures will be reviewed and updated as needed to comply with new OSHA regulations, new best practices in scaffolding, and as business practices demand. Our Safety Manager is the plan coordinator and is responsible for its implementation.

Application

This general scaffold plan applies to

- All employees who perform work while on a scaffold.
- All employees who are involved in erecting, disassembling, moving, operating, repairing, maintaining, or inspecting scaffolds.
- All scaffolds on all sites where this company is doing work.

General Procedures

The following general procedures apply to all scaffold and aerial lift operations for Yearout Mechanical, LLC

Capacity

Taking into account the OSHA standards we must apply and the engineering/manufacturing requirements of our scaffolds, the following rules apply. Each scaffold and scaffold component we use will support, without failure, its own weight and at least four times the maximum intended load applied or transmitted to it.

The following safety rules apply for this scaffold platform construction:

- Each scaffold plank will be installed so that the space between adjacent planks and the space between the platform and uprights is no more than one inch wide.
- Except for outrigger scaffolds (3 inches) and plastering and lathing operations (18 inches), the front edge of all platforms will not be more than 14 inches from the face of the work, unless we have a guardrail or personal fall arrest system in place that meets regulations.

- Scaffold components manufactured by different manufacturers shall not be intermixed unless the components fit together without force and the scaffold's structural integrity is maintained by the user. Scaffold components manufactured by different manufacturers shall not be modified in order to inter-mix them unless a competent person determines the resulting scaffold is structurally sound.

Gaining Access to Scaffolds

We know that getting to the working platform is critical to the safety of our employees. This section outlines the mechanical requirements for gaining access to scaffold platforms.

Erectors and Dismantlers:

Our company shall provide safe means of access for each employee erecting or dismantling a scaffold where the provision of safe access is feasible and does not create a greater hazard. We shall have a competent person determine whether it is feasible or would pose a greater hazard to provide, and have employees use a safe means of access. This determination shall be based on site conditions and the type of scaffold being erected or dismantled.

Hook-on or attachable ladders shall be installed as soon as scaffold erection has progressed to a point that permits safe installation and use

Cross-braces on tubular welded frame scaffolds shall not be used as a means of access or egress.

Fall Protection Plan

Fall protection planning is critical to the safety and well being of our employees. Our fall protection plan follows the OSHA requirements that are different depending on the type of scaffold we are using. In this plan we address fall protection for our scaffold erectors and dismantlers separately.

One fact never changes. We know we must provide fall protection for any employee on a scaffold more than 10 feet above a lower level.

In addition to meeting the requirements of §1926.502(d), personal fall arrest systems used on scaffolds shall be attached by lanyard to a vertical lifeline, horizontal lifeline, or scaffold structural member. Vertical lifelines shall not be used when overhead components, such as overhead protection or additional platform levels, are part of a single-point or two-point adjustable suspension scaffold.

(i) When vertical lifelines are used, they shall be fastened to a fixed safe point of anchorage, shall be independent of the scaffold, and shall be protected from sharp edges and abrasion. Safe points of anchorage include structural members of buildings, but do not include standpipes, vents, other piping systems, electrical conduit, outrigger beams, or counterweights.

(ii) When horizontal lifelines are used, they shall be secured to two or more structural members of the scaffold, or they may be looped around both suspension and independent suspension lines (on scaffolds so equipped) above the hoist and brake attached to the end of the scaffold. Horizontal lifelines shall not be attached only to the suspension ropes.

(iii) When lanyards are connected to horizontal lifelines or structural members on a single-point or two-point adjustable suspension scaffold, the scaffold shall be equipped with additional independent support lines and automatic locking devices capable of stopping the fall of the scaffold in the event one or both of the suspension ropes fail. The independent support lines shall be equal in number and strength to the suspension ropes.

(iv) Vertical lifelines, independent support lines, and suspension ropes shall not be attached to each other, nor shall they be attached to or use the same point of anchorage, nor shall they be attached to the same point on the scaffold or personal fall arrest system.]

Using Scaffolds

Site preparation, scaffold erection, fall protection, and gaining access to the working platform are only some of the requirements for scaffold work. While this all takes concentration and safe work practices, the most dangerous time can be when employees are concentrating on their work and not particularly aware of the hazards of working from scaffolds. It is critical that employees who use scaffolds be trained, among other things, in the recognition of the hazards associated with the type of scaffold being used and to understand the procedures to control or minimize those hazards. Our competent person will inspect all scaffolds and scaffold components for visible defects before each work shift, and after any occurrence that could affect a scaffold's structural integrity. However, in addition to that, all users of scaffolds in this company will know and understand the following safety rules:

- Scaffolds and scaffold components will never be loaded in excess of their maximum intended loads or rated capacities.
- Debris must not be allowed to accumulate on platforms.
- A competent person before each work shift, and after any occurrence, which could affect a scaffold’s structural integrity, shall inspect scaffolds and scaffold components for visible defects.

- Any part of a scaffold damaged or weakened such that its strength is less than that required by paragraph (a) of this section shall be immediately repaired or replaced, braced to meet those provisions, or removed from service until repaired.
- Scaffolds shall not be moved horizontally while employees are on them, unless a registered professional engineer specifically for such movement or, for mobile scaffolds has designed them, where the provisions of §1926.452(w) are followed.
- Scaffolds shall be erected, moved, dismantled, or altered only under the supervision and direction of a competent person qualified in scaffold erection, moving, dismantling or alteration.
- Makeshift devices, such as but not limited to boxes and barrels, shall not be used on top of scaffold platforms to increase the working level height of employees.

Prohibited Practices

The following practices will never be tolerated in this company:

- Scaffold components manufactured by different manufacturers will never be intermixed unless the components fit together without force and the scaffold's structural integrity is maintained.
- Unstable objects will never be used to support scaffolds or platform units. Footings must be level, sound, rigid, and capable of supporting the loaded scaffold without settling or displacement.
- Cross braces will never be used as a means of access.
- The use of shore or lean-to scaffolds is prohibited.

Aerial Lifts

Anytime aerial lifts, including: (1) aerial lifts, (2) articulating boom platforms, (3) vertical towers, or (4) a combination of any such devices, are used to elevate employees to job-sites above ground, the following safety rules will apply:

Extensible and articulating boom platforms:

- We will test lift controls each day prior to use to determine they are in safe working condition.
- Only authorized employees can operate an aerial lift.
- A full body harness and a lanyard must be worn and attached to the boom or basket when working from an aerial lift.

When working with scaffolds in this company there are some tasks that must be done by our competent or a qualified person. By definition they are:

- Competent person-One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- Qualified person-One who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, the work, or the project.

The following tasks will only be done by the person we have deemed competent or qualified to perform them:

Competent Person:

- We will not inter-mix scaffold components manufactured by different manufacturers unless the components fit together without force and the scaffold's structural integrity is maintained. Scaffold components manufactured by different manufacturers will not be modified in order to inter-mix them unless our competent person determines the resulting scaffold is structurally sound.
- Before a suspension scaffold is used, our competent person who will confirm must evaluate direct connections, based on the evaluation, that the supporting surfaces are capable of supporting the loads to be imposed.

- Prior to each work shift and after every occurrence that could affect a rope's integrity; our competent person will inspect suspension scaffold ropes. Ropes will be replaced if any of the conditions outlined in 1926.451(d) (10) exist.
- Scaffolds will be erected, moved, dismantled, or altered only under the supervision and direction of a competent person.
- Scaffolds must be designed by a qualified person and shall be constructed and loaded in accordance with that design.
- Swaged attachments or spliced eyes on wire suspension ropes of suspension scaffolds will not be used unless they are made by the wire rope manufacturer or a qualified person.
- We will have each employee who performs work while on a scaffold trained by a person qualified in the subject matter to recognize the hazards associated with the type of scaffold being used and to understand the procedures to control or minimize those hazards. (Complete as required from 1926.450-.454)

Training

Recognizing the need for training for employees who: (1) perform work while on scaffolds, (2) are involved in erecting, disassembling, moving, operating, repairing, maintaining, or inspecting scaffolds, and (3) have lost the requisite proficiency, the following training syllabus is a part of this written safety plan.

Employees or Subcontractors Who Use Scaffolds:

Our employees who perform work on scaffolds will be trained by a competent person to recognize the hazards associated with the type of scaffold being used and to understand the procedures to control or minimize those hazards. The training will include the following areas as applicable:

- The nature of and the correct procedures for dealing with electrical hazards.
- The nature of and the correct procedures for erecting, maintaining, and disassembling the fall protection and falling object protection systems used.
- The proper use of the scaffold, and the proper handling of materials on the scaffold.
- The maximum intended load and the load-carrying capacities of the scaffolds used.
- Any other pertinent requirements of the OSHA rules.

Employees or Subcontractors Who Erect, Disassemble, Move, Operate, Repair, Maintain, or Inspect Scaffolds:

Our employees or subcontractors who erect, disassemble, move, operate, repair, maintain, or inspect scaffolds will be trained by a competent person to recognize the hazards associated with the work being done. The training will include the following topics as applicable:

- The nature of scaffold hazards.
- The correct procedures for erecting, disassembling, moving, operating, repairing, inspecting, and maintaining the type of scaffold in question.
- The design criteria, maximum intended load-carrying capacity, and intended use of the scaffold.
- Any other pertinent requirements of this subpart.

Employees Who Need Retraining:

When we have reason to believe that one of our employees lacks the skill or understanding needed for safe work involving the erection, use or dismantling of scaffolds, we will re-train the employee so that the requisite proficiency is regained. Retraining will be done in at least the following situations:

- Where changes at the worksite present a hazard about which the employee has not been previously trained.
- Where changes in the types of scaffolds, fall protection, falling object protection, or other equipment present a hazard about which an employee has not been previously trained.

Where inadequacies in an affected employee's work involving scaffolds indicate that the employee has not retained the requisite proficiency

# Electrical Safety Plan for Construction

Purpose

The purpose of this program is to:

- Demonstrate Yearout Mechanical, LLC compliance with OSHA electrical safety requirements necessary for the practical safeguarding of employees involved in construction work, found in Subpart K of 29 CFR 1926; and NFPA 70E
- Establish specific written procedures to protect the health and safety of all employees.

A written description of the program, including the specific procedures adopted by us, is available at all job sites for review by OSHA and any affected employee.

Administrative Duties

We have designated our Electrical Subcontractor as competent person(s) to implement the program. The competent person(s) are responsible for developing and maintaining this written Electrical Safety Plan for Construction.

They are qualified, by appropriate training and experience that is commensurate with the complexity of the plan, to administer and oversee our electrical safety plan and conduct the required evaluations of plan effectiveness.

The following employees have been trained and designated as qualified persons, and are authorized to perform duties in that capacity: All Superintendents/Foremen.

Safety Work Practices

Only qualified persons may work on electrical circuits or parts of equipment that have not been de-energized. Such persons shall be capable of working safely on energized circuits and shall be familiar with the proper use of special equipment, PPE, and insulating tools and materials. Barriers or other means of guarding shall be provided to ensure that workspace for electrical equipment is not used for passageways during the time energized parts are exposed. All extension cords will be inspected daily and cord that are damaged will be taken out of service immediately.

Electrical Equipment Safety:

Use only Underwriters' Laboratories (UL) or National Recognized Testing Laboratory listed/labeled electrical devices and equipment per NFPA 70 and 70-E, and Occupational Safety and Health Administration requirements.

1. Comply with current National Electric Code provisions, and provide listed (GFCI) protection for 120-volt, single –phase, 15-and 20-ampere receptacle outlets on work sites, which are not part of permanent wiring of building or structure, and which are in use by employees.
2. Receptacles on ends of listed extension cords are not part of permanent wiring, and shall be protected by GFCI whether or not listed extension cord is plugged into permanent wiring.
3. Extension cords shall be free of cuts and exposed conductors. Cord caps and receptacle replacements shall be made with approved materials rated for conductors. Provide GFCI protection for extension cords, between power source and employee.
4. Temporary Lighting and Emergency Lighting: Provide adequate lighting to maintain minimum illumination set by 29CFR 1926.26 and Subpart D. Install emergency illumination (automatic battery powered lights) in areas that would be dark during power failure (i.e. basements, non-windowed buildings). Lighting systems shall not have GFCI protection.

Electrical Work On or near Exposed Energized Parts: Applies to work involving installation or alteration of systems such as branch circuits, panelboards, motor control center distribution, distribution transformers, switchboards, bus ducts, disconnects, lighting terminal cabinets, and other building distribution type systems.

1. Exposed energized parts are defined as items located within "limited approach boundary" as defined in NFPA 70-E, Table 2-1.3.4.
2. Working on energized parts is defined as coming in contact with live parts with the hands, feet, or other body parts, with tools, probes, or with test equipment, regardless of the personal protective equipment a person is wearing.
3. Work near exposed energized parts is any activity inside "limited approach boundary".
4. When working on or near energized parts in hallway, corridors, or other area used for passage, maintain working space barrier with caution tape and signage. Working space boundary for barriers shall be as defined at the "limited approach boundary."
5. Do not leave exposed energized parts unattended in area occupied by other than construction or service personnel. Do not leave exposed energized parts without providing working space barrier at the "limited approach boundary."
6. Comply with the following when working on energized electrical parts:
    a. Notify SCO before proceeding with work.
    b. Electrical work on energized electrical parts shall be performed by a qualified individual with second qualified person available.
    c. As a minimum, individuals performing work on energized electrical parts shall be either New Mexico Licensed Electricians or State Certified Apprentice in their last year or journeyman electrician who has been trained by recognized trade or union training program.
    d. Individual shall be knowledgeable and experienced in working with specific type of electrical circuits on which energized electrical work is to be performed. See Division 16; Section 16475 "Primary Systems Safety Requirements" for additional requirements.
    e. Request authorization from the Superintendent prior to working on exposed energized parts.
    f. Only use approved insulated tools, including fish tapes, approved for contact with energized parts when distance to exposed energized parts is less than one foot (305 mm).
    g. Use appropriate personal protective equipment as required. The level of personal protective equipment to be used shall be determined by the requirements identified in NFPA 70-E, Part II, "Safety Related Work Practices," Chapter 3, "personal and other protective equipment." Equipment may include: safety glasses, face shields, insulated gloves, and fire-resistant clothing such as cotton, denim, flannel or other appropriately rated fire resistant clothing. Clothing shall cover entire body from neck to hands and feet.
    h. Provide a team of two personnel for work on energized parts.

Ground Fault Circuit Interrupters

OSHA's Ground Fault Circuit Interrupters rules and regulation will be followed by Yearout Mechanical, LLC by providing (a) ground fault circuit interrupters on construction sites for receptacle outlets in use and not part of the permanent wiring of the building or structure.

Training

Training is provided to ensure that Electrical Subcontractors are familiar with the requirements of this plan. This training is provided to employees annually.

Our Electrical Subcontractor is responsible for conducting training and providing Yearout Mechanical, LLC with training records.

The training program addresses the required written elements for electrical safety regarding:

- The assured equipment grounding conductor program.
- Code requirements and qualifications for the class of work to be performed.
- Lockout and tagging procedures to be used when working on exposed de-energized parts.
- Temporary wiring guarding and isolation by workmen or equipment.
- Clearance requirements of high voltage lines.

# Hazard Communication Program & Global Harmonization System

Our company is complying with the requirements of OSHA's Hazard Communication Standard – Global Harmonization System for construction by compiling a list of hazardous chemicals, using SDSs, ensuring that containers are labeled, and training our workers present at a given construction site. In addition, we provide this same information to subcontractors involved in a specific project so that they may provide this information and train their employees.

This program applies to all work operations in our company where employees may be exposed to hazardous substances under normal working conditions or during an emergency situation.

**Our Safety Manager is the program coordinator and has overall responsibility for the program and will review and update the program, as necessary. Copies of the written program may be obtained from Superintendent in the jobsite trailer or at the main office.**

All employees, or their designated representatives, can obtain further information on this written program, the hazard communication standard, applicable SDS's, and chemical information lists from the Superintendent or the jobsite trailer or main office. Under this program, our employees will be informed of the contents of the Hazard Communication Standard, the hazardous properties of chemicals with which they work, safe handling procedures, and measures to take to protect themselves from these chemicals. Our employees and all subcontractors will also be informed of the hazards associated with non-routine tasks, and the hazards associated with hazardous chemicals.

If after reading this program, if you find that improvements can be made, please contact our Safety Manager. We encourage all suggestions because we are committed to the success of our written hazard communication program. We strive for clear understanding, safe behavior, and involvement in the program from every level of the company.

Jobsite Hazard Evaluation & Hazard Evaluation Procedures

A. This work site has been evaluated for environmental, safety, and health concerns or conditions that pre-exist, and may impact methods and procedures in performance of work.

B. The Jobsite Hazard Evaluation does not include hazards that may be introduced during execution of work necessary to meet Contract "Statement of Work." Hazards introduced in performance of work shall be evaluated and mitigated in accordance with existing federal, state, and local regulations, including 29 CFR 1926 and 29 CFR 1910 for construction and service work, respectively, and applicable provisions of this specification.

    1. Comply with restrictions or conditions specified for each identified hazard. Do not proceed without full knowledge and understanding of these conditions.

C. Identified Pre-Existing Conditions: Take precautions for pre-existing conditions identified on job site, per Jobsite Hazard Evaluation checklist attached in Contract documents.

    1. Comply with restrictions or conditions specified for each identified hazard. Do not proceed without full knowledge and understanding of these conditions.

D. Unidentified Hazard: If a hazard is encountered during performance of Work which has not been identified, contact Safety Manager or Superintendent for specific requirements prior to performing work which may impact condition or concern.

CHEMICALS

Our chemical inventory is a list of hazardous chemicals known to be present in our workplace.

Anyone who comes into contact with the hazardous chemicals on the list needs to know what those chemicals are and how to protect themselves. That is why it is so important that hazardous chemicals are identified, whether they are found

in a container or generated in work operations (for example, welding fumes, dusts, and exhaust fumes). The hazardous chemicals on the list can cover a variety of physical forms including liquids, solids, gases, vapors, fumes, and mists. Sometimes hazardous chemicals can be identified using purchase orders. Identification of others requires an actual inventory of the job site. Each time a new hazardous chemical is introduced by our employees or subcontractors to the company whether at the jobsite or main office, that chemical must be accompanied by a SDS and be presented to the Safety Manager for approval and filing. That product and SDS must then be added to the inventory of SDS's. Our Safety Manager updates the inventory as necessary.

Our Safety Manager keeps the chemical inventory list, along with related work practices used on our jobsites and is located in the jobsite trailer and main office where it is accessible during work hours.

The company does not manufacture any chemicals and, therefore, does not make any hazard determinations.

After the chemical inventory is compiled, it serves as a list of every chemical for which an SDS must be maintained.

Safety Data Sheets (SDSs)

The SDSs we use are fact sheets for chemicals that pose a physical or health hazard in the workplace. SDSs provide our employees with specific information on the chemicals they use.

Our Safety Manager/Superintendent and Subcontractors are responsible for obtaining/maintaining the SDSs at the job site. He/she will contact the chemical manufacturer or vendor if additional research is necessary. Our Safety Manager and Superintendent must clear all new procurements for the job site.

The safety data sheets are accessible at the jobsite trailer and in the main office. Access to these records can be obtained through the project superintendent and/or Safety Manager upon request or at the main office.

The procedure followed if the SDS is not received at time of first shipment is: The supplier and/or manufacturer of the product will be notified and a copy will be requested immediately and prior to use of the hazardous chemical.

We do not generate SDSs.

No alternatives to SDSs are used in this workplace.

Labels and Other Forms of Warning

Labels list at least the chemical identity, appropriate hazard warnings, and the name and address of the manufacturer, importer or other responsible party.

The chemical identity is found on the label, the SDS, and the chemical inventory. Therefore, the chemical identity links these three sources of information. The chemical identity used by the supplier may be a common or trade name, or a chemical name. The hazard warning is a brief statement of the hazardous effects of the chemical (i.e., "flammable," or "causes lung damage"). Labels frequently contain other information, such as precautionary measures (i.e., "do not use near open flame"), but this information is provided voluntarily by our company and is not required by the rule. Our labels are legible and prominently displayed, though their sizes and colors can vary.

Our Superintendents/Foremen and Safety Managers are responsible for ensuring that all hazardous chemicals in in-plant containers are properly labeled and updated, as necessary. Our Superintendents/Safety Managers also ensures that newly purchased materials are checked for labels prior to use.

Our Superintendents/Foremen and Safety Managers is responsible for ensuring the proper labeling of any shipped containers.

Our Superintendents/Safety Managers will refer to the corresponding SDS to assist employees in verifying label information.

The labeling system used on in-plant and shipped containers are: Labels on incoming container of hazardous chemicals shall not be removed or defaced, unless, the container is immediately marked with the required information. The Superintendent will instruct employees when this is necessary.

Each container of hazardous chemicals on the jobsite must be labeled, tagged, or marked, with the following information:
1. The identity of the hazardous chemical(s) contained therein; and

2. Appropriate hazard warnings. Since such information is supplied on the Safety Data Sheet, also, it shall be made available to the employee upon request. Labels shall be legible, and in English.

If employees transfer chemicals from a labeled container to a portable container that is intended only for their IMMEDIATE and COMPLETE use, no labels are required on the portable container.

An alternative to labeling of containers for chemicals is to use the following method(s):

Signs, placards, process sheets, batch tickets, operating procedures or other such written materials may be used as long as the alternative method identifies the containers to which it is applicable. The written materials shall be readily accessible to the employees in their work area.

Training

Everyone who works with or is potentially "exposed" to hazardous chemicals will receive initial training and any necessary retraining on the Hazard Communication Standard and the safe use of those hazardous chemicals.

"Exposure" means "an employee is subjected to a hazardous chemical in the course of employment through any route of entry (inhalation, ingestion, skin contact or absorption, etc.) and includes potential (e.g., accidental or possible) exposure." Whenever a new hazard is introduced or an old hazard changes, additional training is provided.

Information and training is a critical part of the hazard communication program.

We train our employees (Subcontractors are expected to train their employees) to read and understand the information on labels and SDSs, determine how the information can be obtained and used in their own work areas, and understand the risks of exposure to the chemicals in their work areas as well as the ways to protect themselves.

Our goal is to ensure employee (and Subcontractor) comprehension and understanding including being aware that they are exposed to hazardous chemicals, knowing how to read and use labels and SDSs, and appropriately following the protective measures we have established. We ask our employees (and Subcontractors) to ask our/their Safety Manager/Superintendent questions. As part of the assessment of the training program, our Safety Manager asks for input from employees (and Subcontractors) regarding the training they have received, and their suggestions for improving it. In this way, we hope to reduce any incidence of chemical source illnesses and injuries.

All employees receive training for hazard communication.

Training Content

The training plan emphasizes these elements:

- Reviewing and understanding all sections of the safety data sheets including:

*Every SDS must include the following sections in the order in which they appear.*

| Section | Title | What's Included |
|---|---|---|
| 1 | Identification | • Product identifier<br>• Recommended use<br>• Contact information<br>• Emergency telephone number |
| 2 | Hazard(s) identification | • Chemical classification according to the nature of the physical and health hazards |
| 3 | Composition/information on ingredients | • Chemical composition |
| 4 | First-aid measures | • First responder treatment to injury or illness |
| 5 | Firefighting measures | • Type of extinguisher<br>• Firefighting PPE |
| 6 | Accidental release measures | • Precautions<br>• Protective measures<br>• Emergency procedures |
| 7 | Handling and Storage | • Safe handling techniques<br>• Conditions for safe storage |
| 8 | Exposure controls/personal protection | • Exposure limits<br>• Engineering controls<br>• PPE |
| 9 | Physical and chemical properties | • List of characteristics that can impact safety |
| 10 | Stability and reactivity | • Possible hazardous reactions |
| 11 | Toxicological information | • Various health effects<br>• Possible acute (short-term) effects of exposure<br>• Possible chronic (long-term) effects of exposure |
| 12 | Ecological information | Sections 12–15 do not apply to occupational safety and health |
| 13 | Disposal considerations | |
| 14 | Transport information | |
| 15 | Regulatory information | |
| 16 | Other information | • SDS last updated, etc. |

- Summary of the standard and this written program, including what hazardous chemicals are present, the labeling system used, and access to SDS information and what it means.
- Chemical and physical properties of hazardous materials (e.g., flash point, reactivity) and methods that can be used to detect the presence or release of chemicals (including chemicals in unlabeled pipes).
- Physical hazards of chemicals (e.g., potential for fire, explosion, etc.).
- Health hazards, including signs and symptoms of exposure, associated with exposure to chemicals and any medical condition known to be aggravated by exposure to the chemical.
- Procedures to protect against hazards (e.g., engineering controls; work practices or methods to assure proper use and handling of chemicals; personal protective equipment required, and its proper use, and maintenance; and procedures for reporting chemical emergencies).

The procedure to train new employees at the time of their initial assignment is to present this information at the new hire orientation. We train employees when a new hazard is introduced by re-presenting the information to all affected employees at that time. Proof of training for each employee is documented and kept at the main office.

When employees are required to perform non-routine tasks that have the potential to expose workers to hazardous chemicals, we inform employees of these hazards. At this time, the work task will be addressed with the Superintendent.

Multi-Employer Facility

When contractors or any other employers' workers (i.e., painters, electricians, or plumbers) will be working at this workplace, the Safety Manager will:

- Provide the other employer(s) with SDSs for any of our chemicals to which their employees may be exposed, and
- Relay necessary label and/or emergency precautionary information to the other employer(s)

Each contractor bringing chemicals on-site must provide with the appropriate hazard information on these substances, including the SDSs, the labels used and the precautionary measures to be taken in working with these chemicals.

Additional Information

All employees, or their designated representatives, can obtain further information on this written program, the hazard communication standard, applicable SDSs, and chemical information lists from the jobsite Superintendent or at the main office.

## Asbestos

Purpose
Asbestos is a confirmed human carcinogen that has been used in many different types of building materials. It is important to note that asbestos in an undisturbed or controlled state is not considered hazardous. Due to the potential hazards associated with asbestos exposure if the material becomes airborne, Federal and State regulations are in place to control activities impacting Asbestos Containing Materials (ACM) and Presumed Asbestos Containing Materials (PACM). The purpose of this policy is to minimize any risk of exposure from ACM for our employees and others.
This written plan is intended to be used to:

- Create an awareness of the ACM and PACM hazards among our workforce,
- Standardize Yearout's procedures regarding ACM and PACM,
- Minimize the possibility of exposure or harm to our employees, and
- Demonstrate Yearout Mechanical, LLC's compliance with asbestos requirements for the construction industry in Subpart Z of 29 CFR 1926.1101.

Owner and/or General Contractor Duties
The Owner and/or General Contractor are responsible for complying with all requirements of Subpart Z 29 CFR 1926.1101 and will provided written notification to Yearout Mechanical, LLC of any ACM or PACM within or adjacent to any work areas on a project prior to Yearout's employees beginning work on site.

Procedures/Notification
In the event that ACM or PACM is suspected in the work area that was not previously disclosed or identified, any Yearout employee or supervisor, will put a Stop Work Order in place. Yearout Safety, Project Management and On-site Foremen need to be notified immediately. Yearout will notify the General Contractor and/or Owner in writing of the Stop Work Order due to reasonable belief of ACM or PACM in the work area.

D. Stop Work Order: A Stop Work Order is a written document that stops work activities when those activities present clear and imminent danger to employees, contractors, visitors, the public, or the environment. Stop Work Order shall include the following information:

    1. Date and time when work was stopped.

2. Reason for work stoppage.
3. Requirements for Contractor to resume work.
4. Date and time of when to expect corrective actions to be completed, if required.

Work will only resume after the Owner and/or General Contractor have provided written documentation that the work area reasonably believed to contain ACM or PACM is deemed SAFE by Yearout Safety. Yearout Safety must approve all documentation provided by Owner and/or General Contractor prior to resuming work in the affected area(s) and issue a Work Release. Yearout Safety may require testing and/or sampling to substantiate the written documentation provided by Owner and/or General Contractor.

E. Work Release: A Work Release is a written document that allows work activities to resume after a Stop Work Order has been issued. Yearout Safety shall provide a written Work Release that includes the following:

1. Reference Stop Work Order.
2. Reason for work stoppage.
3. Conditions for restart of activity.
4. Specified date and time when work may resume.

Training

Under no circumstances shall employees work in areas where they are likely to be exposed to asbestos. The training program includes classroom instruction on recognition and avoidance of unsafe conditions and the regulations applicable to their work environment. Training will cover the following areas:

- OSHA, AHERA, EPA Standards and Regulations.
- Types of Asbestos and Health Hazards of Asbestos.
- Permissible Exposure Limit.
- What should be done if you suspect asbestos?

## Lock Out/Tag Out

Lock Out/Tag Out (LOTO): Incorporate applicable requirements for the lock out and tag out of energized electrical and pressurized systems from 29 CFR 1926 and 29 CFR 1910 for construction and service work, respectively.

Lock Out/Tag Out (LOTO): Notify Superintendent a minimum of 24 hours in advance of activity requiring utility or equipment shutdown.

- Verify that normal stopping procedures have occurred.
- Relieve, restrain, or otherwise render safe all potentially hazardous stored energy.
- Operate the associated controls to make certain there is no release of energy and return the controls to the neutral, off or blanked position.
- Install locks and tags on de-energized equipment, systems or circuits at isolation devices capable of being locked out.
- Install individual locks with tag that has the name and phone number of individual authorized to place and remove lock, date of service was locked out, and why service is locked out will be affixed at each lockout location.
- Locks, lockouts and tags will be supplied, installed and removed by SDV employees, subcontractors, or all persons working on the system.
- Removal of all locks and tags will be done only by the person who installed the lock and tag unless otherwise allowed personnel.

# Excavation Procedures

One of the preventable hazards of construction work is the danger of trench cave-ins. Yet every year in the U.S., there are an estimated 75 to 200 deaths and more than 1,000 lost workdays per year from trenching accidents. Other hazards associated with trenches include contact with numerous underground utilities, hazardous atmospheres, water accumulation, and collapse of adjacent structures. For these reasons, we have written Excavation Procedures for both our daily and occasional excavation workers. It is the policy at Yearout Mechanical, LLC to permit only trained and authorized personnel to create or work in excavations.

Administrative Duties

Our Safety Manager is responsible for developing and maintaining the written Excavation Procedures. These procedures are kept at the following location(s): main office/site office.

Our Excavation Procedures are administered under the direction of our competent person. The following employee(s) is considered a competent person(s) for our company: Superintendents/Foremen. Our competent person inspects excavations daily and during poor weather.

Before Excavating

Before any employee or subcontractor of this company begins excavating, follow the steps below:

1. Obtain an excavation permit from the Construction observer prior to start of the following activities:
    a. Digging, saw cutting, drilling, coring, or trenching into soil, concrete sidewalks, or asphalt to a depth greater than twelve inches.
    b. Excavation of soil beneath concrete sidewalks, slabs, or asphalt to a depth greater than 2 inches.
    c. Excavation into subsurface soil in buildings beneath the slab.
    d. Scraping, blading, or excavation of any area previously undisturbed or that appears to be undisturbed, such as areas covered by native vegetation and blading or improvements to previously unimproved roads or paths.
2. Area to be excavated shall be shown on drawing, and identified in the field using white paint. Submit permit requests to the Construction Observer no more than 14 days and no less than 6 days prior to start of excavation.
3. Excavation permit process involves environmental, cultural, and ecological site review to determine if environmental site impacts will occur due to activities related to performance of work.
4. Permits are task-specific. Confine excavation activities to those areas identified on the permit.
5. Contact the utility companies or property owners and ask the companies or owners to find the exact location of the underground installations in the area.
6. If the utility companies or owners do not respond within 24 hours or the period established by law or ordinance, or if they cannot establish the location of the utility lines, the excavation may proceed with caution. In this situation, provide employees with detection equipment or other safe and acceptable means to locate utility installations.
7. Remove or adequately support the following objects (i.e., trees, rocks, and sidewalks) in the excavation area that could create a hazard to employees.
8. Using Appendix A to 29 CFR 1926, Subpart P, classify the type of soil and rock deposits at the site as either stable rock, Type A, Type B, or Type C soil.
9. Have the competent person choose the appropriate method for protective support systems, as necessary. See the Protective Support Systems section for the procedures he/she used for selecting this system.

Protective Support Systems

The company protects each employee in an excavation from cave-ins during an excavation by an adequate protective system designed in accordance with OSHA standards. Protective system options include proper sloping or benching of the sides of the excavation; supporting the sides of the excavation with timber shoring or aluminum hydraulic shoring; or placing a shield between the side of the excavation and the work area. Yearout Mechanical, LLC has the following standard operating procedures regarding protective support systems for excavations, in accordance with safe practices and procedures and OSHA excavation regulations:

• If the excavation is made entirely of stable rock, then no protective system is necessary or used.

• If the excavation is less than 4 feet in depth (provided there is no indication of a potential cave-in), then no protective system is necessary or used.

• If the excavation is less than or equal to 20 feet in depth, then * A competent person chooses the most practical design approach (that meets required performance criteria) for the particular circumstance, and/or

• A registered professional engineer designs all protective systems for use in the excavation.

Sloping

When sloping is used to protect against cave-ins, these options can be chosen for designing sloping systems:

1. If a soil classification is not made, then slope the sides of the excavation to an angle not steeper than one and one-half horizontal to one vertical (34 degrees). A slope of this gradation or less is considered safe for any type of soil.
2. Use Appendices A and B of 29 CFR 1926, Subpart P to determine the maximum allowable slope and allowable configurations for sloping systems. The soil type must be determined in order to use this option.
3. Use other tabulated data approved by a registered professional engineer.
4. Have an engineer design and approve the system to be used.

The competent person chooses the best option for sloping for the job at hand.

Benching

When benching is used to protect against cave-ins, these options can be chosen for designing benching systems:

- In Type A soil, excavations 20 feet or less with vertically sided lower portions that are supported or shielded shall have a maximum allowable slope of 3/4H: 1V the support or shield system must extend at least 18 inches above the top of the vertical side.
- In Type B soil, all excavations 20 feet or less which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. The excavation shall have a maximum allowable slope of 1H:1V.
- In Type C soil, all excavations 20 feet or less which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. The excavation shall have a maximum allowable slope of 1-1/2 H: 1V.
- When an excavation contains layers of different types of soils, the general sloping requirements do not apply. The excavation must be sloped according to Appendix B-1.4 of 29 CFR 1926, Subpart P.

The competent person chooses the best option for sloping for the job at hand.

Support Systems, Shield Systems, and Other Protective Systems

General Requirements for Excavations

The following rules are to be followed at all times by all employees working on, in, or near excavations, as applicable:

a. Employees exposed to public vehicular traffic must wear warning vests or other suitable garments made of reflectorized or high-visibility material.
b. The competent person inspects the excavation and the adjacent areas on a daily basis for possible cave-ins, failure of protective systems and equipment, hazardous atmospheres, or other hazardous conditions. Inspections are also required after the occurrence of any natural (such as rain) or man-made events (such as blasting) that could increase the potential for hazards. Employees may not begin work until after being informed by the competent person that these inspections are complete.

c. A warning system is used to alert operators of heavy equipment and other employees at the work site of the edge of an excavation.
d. Adequate protection is provided to protect employees from falling rock, soil, or other materials and equipment. Protection is provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
e. Employees are not permitted under loads that are handled by lifting or digging equipment. Employees are not allowed to work in the excavation above other employees unless the lower level employees are adequately protected.
f. While the excavation is open, underground installations are protected, supported, or removed as necessary to safeguard employees. Adjacent structures are supported to prevent possible collapse.
g. Employees are not permitted to work in excavations where water has accumulated or is accumulating unless adequate precautions have been taken. Diversion ditches, dikes, or other means are used to prevent surface water from entering an excavation and to provide drainage to the adjacent area.
h. Before an employee enters an excavation greater than 4 feet in depth, the competent person must test the atmosphere where oxygen deficiency or a hazardous atmosphere exists or could reasonably exist (i.e., excavations in landfill areas or excavations in areas where hazardous substances are stored nearby). Emergency rescue equipment is readily available and attended when hazardous atmospheric conditions exist or may develop.
i. Sufficient means for exiting excavations 4 feet deep or more are provided and are within 25 feet of lateral travel for employees.
j. Guardrails are provided if there are walkways or bridges crossing over an excavation.

Training

Our Safety Manager will identify all new employees in the employee orientation program and make arrangements with management to schedule training. A designated training organization will conduct initial training and evaluation. This instructor has the necessary knowledge, training, and experience to train excavation workers.

During an excavation worker's initial training, the instructor(s) uses classroom instruction that includes these formats: Lecture, discussion, videotape, practical training.

You may contact our Safety Manager for a current copy of the training material and the course outline.

Training Certification

After an employee has completed the training program, our company keeps records certifying that each excavation worker has successfully completed excavation training. The certificate includes the name of the worker, the date(s) of the training, and the signature of the person who did the training. The Safety Manager is responsible for keeping a copy of all training certification records. Under no circumstances shall an employee create or work in an excavation until he/she has successfully completed this company's excavation training program. This includes all new excavation workers regardless of claimed previous experience.

## Penetration Permits

1. Obtain a permit from the Construction Observer prior to the start of the following activities:

    a. Penetration into concrete slabs, floors, ceilings, roofs, or walls greater than 2 inches (50mm) in depth (does not include pre-cast concrete).
    b. Penetration into underground concrete duct banks.
    c. Penetrations where a site investigation cannot identify possible hidden hazards.

2. Area to be penetrated shall be shown on drawing. Submit permit requests to the Construction Observer no more than 14 days and no less than 6 days prior to start of penetration.
3. Permits are task-specific. Confine penetrations to those areas identified on the permit.

## Industrial Hygiene Program

Worker exposure is considered through activities generated, JSHE and internal hazard evaluation process described in this plan. If during the course of evaluation there is determination that an exposure regarding the risk of work-related disease to illness is possible, worker exposure will be addressed accordingly. The use of administrative and engineering controls will be implemented in attempt to prevent worker exposure. Levels of permissible exposure and threshold limit values will be determined based on the most recent edition of the ACGIH, BEL and OSHA. Potential exposure to chemical, biological, physical and ergonomic hazards will be considered. The two following sections of this plan will prescribe specific information regarding IH compliance in our application.

## Gases, Vapors, Fumes, Dusts, and Mists Compliance Program

The purpose of this program is to inform interested persons, including employees, that Yearout Mechanical, LLC is complying with OSHA's Gases, Vapors, Fumes, Dusts, and Mists standard, Title 29 Code of Federal Regulations 1926.55 and other OSHA rules as needed to ensure that no employee is exposed to inhalation, ingestion, skin absorption, or contact with any material or substance at a concentration above those specified in the "Threshold Limit Values of Airborne Contaminants for 1970" of the American Conference of Governmental Industrial Hygienists found in Appendix A of 29 CFR 1926.55.

To achieve compliance we must first implement all feasible administrative and engineering controls. However, when such controls are not feasible, we will use protective equipment or other protective measures to keep the exposure of employees to air contaminants within the limits prescribed in Appendix A of 29 CFR 1926.55. All equipment and technical measures used to achieve compliance will first be approved for each particular use by a competent industrial hygienist or other technically qualified person.

This program applies to all work (including alteration, repair, painting, and decorating) where one of our employees may be occupationally exposed to gases, vapors, fumes, dusts, and mists at concentrations above those specified in Appendix A of 29 CFR 1926.55. For Yearout Mechanical, LLC, these gases, vapors, fumes, dusts, and mists will be identified as jobsite specific hazards.

Administrative Duties
This written safety program is for the work site. Our Safety Manager is the program coordinator/manager and is responsible for its implementation. Copies of the written program may be obtained at the corporate office.

Recordkeeping
We know recordkeeping is critical for our gases, vapors, fumes, dusts, and mists operations. Our recordkeeping tasks, at a minimum, include:

- Material Safety Data Sheets
- Training regard hazard awareness
- Recorded analytical data provided via JSHE

Training and information
We will provide our workers with training that includes:

- HazCom
- Hazard recognition
- PPE
- CSSP review

Methods of compliance

This section contains our description of the specific means that we will employ to achieve compliance with the requirements of 29 CFR 1926.27, .51, .55. .95, .100 - .105, and .200. Methods of compliance will be evaluated for the appropriate level of protection prior to selection.

Administrative procedures, engineering controls, and good work practices

Exposures to gases, vapors, fumes, dusts, and mists can be controlled through the use of engineering controls and work practices. Engineering controls are hazard controls designed into equipment and workplaces. Work practices are procedures followed by employers and workers to control hazards. Some of the engineering controls and work practices we may use during work that generate gases, vapors, fumes, dust, and mists are:

- Alternative products
- Wet methods
- Ventilation
- Use of respiratory protection (see Respiratory Protection Plan)

Protective clothing

We will take the following steps to assure that gas; vapor, fume, dust, and mist work clothing do not contaminate cars, homes, or work sites outside the dusty area:

- Disposable clothing on top of standard PPE (e.g., Tyvek).
- Coordination with Superintendent of proper disposal of potentially contaminated clothing.
- Protective Clothing that is contaminated will be contained while being transported.

Respirators and the respiratory protection program

We know the OSHA regulation requires us to implement a respirator program when engineering, administrative, and good work practices are not enough to keep gases, vapors, fumes, dusts, and mists below their permissible exposure limit (PEL) as found in 29 CFR 1926.55. We will not use respirators as the primary means of preventing or minimizing exposures to airborne contaminants. Instead, we will use effective source controls such as:

- Substitution,
- Automation,
- Enclosed systems,
- Local exhaust ventilation,
- Wet methods, and
- Good work practices.

Such measures will be the primary means of protecting our workers. However, when source controls cannot keep exposures below the PEL, controls will be supplemented with the use of respirators.

Our Respirator Program is attached to this written program and follows the requirements of 29 CFR 1926.103.

Communication of Hazards

We will post warning signs to mark the boundaries of work areas contaminated with gases, vapors, fumes, dusts, and/or mists at or above their PEL's as well as inform employees utilizing the CSSP when required. Yearout Mechanical, LLC will only allow properly trained personnel to work in areas where the potential of exposure exists. All training will be verified prior to the start of any work.

Our Communication of Hazards program is supplemented by the requirements of 29 CFR 1926.59-Hazard Communication and is attached to this written program.

While performing welding activities a WCB Control Permit must be obtained as follows:

a. Welding, cutting and brazing operations require an approved Welding, Cutting and Brazing (WCB) Control Permit from the Industrial Hygienist supporting FMOC construction/service operations in addition to the required Hot Work Permit.

b. Display approved WCB Control Permit in a prominent location near the welding, cutting or brazing operations.

c. If a permit is approved for more than one day, Yearout Mechanical, LLC shall ensure, and document on the permit, that all permit conditions are maintained during those days when welding, cutting, or brazing is performed.

d. Yearout Mechanical, LLC or our qualified health and safety representative shall identify hazards, and select and implement effective controls to ensure worker safety and health. Control measures (e.g. full face air-purifying respirators or local exhaust ventilation) may be required.

## Silica Dust Exposure Compliance Program

Purpose

The purpose of this program is to establish guidelines and procedures for the safety and health of employees who may work in, about, or in connection with respirable crystalline silica dust generated when working with concrete and masonry. This program will emphasize Yearout's commitment to employee health through hazard awareness and minimizing worker risk to silica exposure.

Scope

This program applies to all construction work when an employee of Yearout or a subcontractor employee may be occupationally exposed to silica dust on a Yearout worksite. The intent of this program is to comply with requirements set forth in OSHA 29CFR 1926.55. This program also attempts to comply with OSHA Special Emphasis Program for Silica, as it applies to silica dust generating activities on a Yearout construction projects.

Definitions: The current OSHA permissible exposure limit (PEL) for respirable dust containing crystalline silica (quartz) for the construction industry is measured by millions of particles per cubic foot (mppcf) and is calculated using the following formula: PEL = 250 mppcf based on a 8 hour TWA (time-weighted average) % silica + 5

The NIOSH recommended exposure limit is 0.05 mg/m3 as a TWA for up to 10 hours/day during a 40 hour/week.

Definitions: For the purpose of this program and as per OSHA – a "dust mask" or filtering face piece is defined as a negative pressure particulate respirator with a filter as an integral part of the face piece or with the entire face piece composed of the filtering medium.

Note: This program will primarily address silica dust hazards associated with common construction practices involving; masonry saw cutting of brick and block, mortar mixing, saw cutting and abrasive blasting concrete, demolition of concrete and masonry materials and cleanup.

General Requirements

Yearout believes the most effective way to protect workers is to minimize exposure to silica dust through the use of engineering and administrative controls and good work practices. It is our policy that respirator use is not a substitute for effective engineering and administrative controls to reduce employee exposure to below the permissible exposure limits (PEL).

Hazard Assessment

A. Health Effects:

1. When workers inhale crystalline silica, the lung tissue reacts by developing fibrotic nodules and scarring around the silica particles. This fibrotic condition of the lung is called silicosis. If the nodules grow too large, breathing becomes difficult and death may result.

2. Types of Silicosis – Depending on the airborne concentration of silica Chronic silicosis – may occur after 10 or more years of exposure at relatively low concentrations of crystalline silica.

Accelerated silicosis – may result from exposure to high concentrations of crystalline silica and develops 5 to 10 years after the initial exposure.

Acute silicosis – may occur where exposure concentrations are highest and can cause symptoms to develop within a few weeks to 4 or 5 years after the initial exposure.

B. Potential for Exposure to Silica in Construction:

1. Concrete and masonry products contain silica sand and rock with silica. Since these products are common construction materials on most jobsites, workers can be exposed to crystalline silica dust during the following activities:

a. Saw cutting and grinding of brick and CMU block
b. Abrasive blasting using a silica containing abrasive
c. Abrasive blasting of concrete regardless of the abrasive used.
d. Demolition of concrete and masonry
e. Mixing of masonry mortar
f. Dry sweeping or pressurized air blowing of concrete, rock or sand dust

Note: Drywall joint compounds contain 0.1 to 1.5% crystalline silica according to SDS information. As such, the mixing and sanding of these construction materials do not pose a significant silica exposure hazard. Because the sanding operation can generate dust, it is recommended that adequate ventilation is maintained and dust masks be worn.

Hazard Prevention

A. General Prevention Measures for Silica Dust Control:

1. Administrative Controls:

a. Recognize when silica dust may be generated and plan ahead
b. Limit the exposure time of individuals
c. Practice good personal hygiene
d. Provide workers with training of health effects, work practices, and protective equipment
e. Post warning signs to mark boundaries of hazard areas
f. Conduct air monitoring to measure worker exposures if engineering controls are not feasible

2. Engineering Controls:

a. Water - Wet cut brick, CMU, and concrete. Water mist work areas– Use saws that provide water to the blade
b. Dust Collection/Exhaust Ventilation – remove dust at the source. Use vacuums with high-efficiency particulate (HEPA) filters or discharge to unoccupied areas.
c. Isolate or segregate work areas to minimize exposure.

Program Elements and Implementation

A. Sawing or Cutting of Masonry Block or Brick:

In addition to, appropriate Administrative and Engineering Controls:

1. Wet Cutting: (REQUIRED), unless prohibited by design specifications or masonry subcontractor elects to dry cut in compliance with dry cutting requirements)

a. Respirator protection required – Minimum of a two string NIOSH N95 particulate respirator (dust mask) Wearers must be trained and fitted as per manufacturer
b. Air monitoring is not required to determine if additional respiratory protection is needed, provided that no silica particles are allowed to go airborne during cutting and cleanup.

2. Dry Cutting: If prior air testing or support data is not available, the following is required;

a. Air Monitoring must be performed to determine the level of silica exposure and type of respiratory protection required
b. Medical Monitoring of workers exposed is required
c. Wearers must be trained and fit tested by qualified person
d. Administrative and engineering controls must be in-place to eliminate exposure to silica dust by others

Note: Occasionally, non-repetitive, short duration cuts with very minimal exposure have to be performed. In these isolated cases, the “competent person” may approve the NIOSH N95 respirator (dust mask) adequate.

B. Abrasive Blasting:

In addition to, appropriate Administrative and Engineering Controls:

1. Dry sand- blasting with silica sand is highly discouraged and should only be used if specified by contract documents or no other alternatives are feasible. If silica sand has to be used, the specialty Type CE respirators as described in (c) and (d) below may be required for some operations.

2. Copper slag, and similar non-silica products are approved blast media.

3. Type CE abrasive–blasting respirators are the only (supplied air) respirators suitable in abrasive-blasting operations. The following are certified by NIOSH:

a. A continuous-flow respirator with loose-fitting hood and an assigned protection factor (APF) of 25. The most common type on construction sites.

b. A continuous-flow respirator with a tight-fit face piece and an APF of 50.

c. A positive-pressure respirator with a tight-fitting, half-mask face piece and an APF of 1,000.

d. A pressure-demand or positive-pressure respirator with a tight-fitting full face piece and an APF of 2,000.

4. Wet blasting methods should be used when possible.

C. Demolition of Concrete and Masonry and Cleanup/Sweeping:

In addition to, appropriate Administrative and Engineering Controls:

1. Wet down or water misting of work area for dust control is preferred.

2. Minimum of NIOSH N95 two string respirator (dust mask) may be required.

3. Pressurized air blowing for clean-up of silica residue is prohibited.

Note: Various factors such as; interior or exterior, weather conditions, wind, etc., will determine the degree or extent of airborne hazard prevention required. The “competent person” onsite will assess requirements needed.

D. Mixing of Masonry Mortar:

In addition to, appropriate Administrative and Engineering Controls:

1. Minimum of NIOSH N95 two string respirator (dust mask) is required.

E. Concrete Sawing:

In addition to, appropriate Administrative and Engineering Controls:

1. Wet sawing methods or “green” cut should be used to eliminate dust.

2. If dry cut has to be performed, minimum of NIOSH N95 two string respirator (dust mask) is required.

F. Sanding and Mixing of Drywall Joint Compound:

Even though joint compound has a very low crystalline silica content (0.1 to 1.5%) and therefore a low silica exposure hazard, the sanding operation can generate a dusty work area. To minimize the dust problem:

1. Provide air circulation with strategically positioned fans or natural draft.

2. NIOSH N95 two string respirator (dust mask) may be required if conditions warrant.

<u>Other Considerations</u>

A. Hazard determination, including exposure assessment

If other hazardous contaminants such as lead are suspect, determine the level of exposure through air sampling of airborne contaminants Monitor the construction method and air sampling Establish an exposure limit baseline.

B. Engineering and work practice controls

Our intention is to eliminate all airborne contaminants (dust) generated during any construction activity by vacuuming, wetting down or water misting work areas, whenever possible. Isolating or otherwise containing work areas to confine the hazard to localized and controllable areas.

C. Respiratory Protection

Appropriate respiratory protection will be provided to exposed workers when:

1. Exposure to hazardous contaminants exceeds the PEL.
2. Where engineering and work practices cannot reduce exposures to or below the PEL.
3. When an employee requests a respirator.
4. As an interim protection during assessment testing.

D. Protective clothing and equipment

Provide materials as needed or required.

E. Housekeeping

Maintain clean work areas at all times and confine the contaminant exposure work as much as possible.

F. Medical surveillance

If required, provide and implement a medical surveillance program.

G. Training

Provide silica and other contaminant exposure awareness training as part of our HazCom program. Monitor employee activities and update training or requirements as needed.

H. Signs

Post exposure areas with appropriate warning signage

Record Keeping

Maintain employee exposure records.

Responsibilities

The Corporate Safety Director is responsible for the overall administration of this program. The Project Manager and site Superintendent are responsible for the implementation of this program on-site.

## Hearing Protection

Administration

It is the policy of this company to institute a hearing program for our construction workers to help prevent any temporary or permanent noise-induced hearing loss to employees, and to comply with the federal OSHA standard found at 29 CFR 1926.52 and the ACGIH's most recent requirements regarding TLV's or whichever of the two are most stringent.

This written hearing plan serves as a record of the details of the hearing program in place at this company. We have this program in place to help protect the hearing of all workers in the company. Elements of the hearing program include:

- Determination
- Hearing Protection,
- Training and Information, and
- Recordkeeping.

Our Safety Manager has overall responsibility for the Hearing Program and will review and update the program, as necessary.

Determination

Hazard evaluations provide a means of determining employee exposure to noise and protect employees based on excessive exposure.

When information indicates that any employee's exposure may equal or exceed an 8-hour time-weighted average of 85 decibels, the company develops and implements an appropriate monitoring program to identify all employees for inclusion in the hearing program and to select proper hearing protection.

Hearing Protection

The company makes hearing protection available to all employees exposed to an 8-hour time-weighted average of 85 decibels or greater at no cost to the employees. The company ensures use of available hearing protection by all affected employees by providing training and conduct daily safety walk of the work area observing the use of hearing protection.

Training and Information

Yearout Mechanical, LLC has a hearing protection training program for all employees exposed to noise at or above an 8-hour time-weighted average of 85 decibels.

Yearout Mechanical, LLC makes copies of the standard available to affected employees or their representatives. The company posts a copy of the standard in the workplace. The company repeats the training program as necessary or if there are repeated violations regarding noncompliance with our hearing protection policy. The company assures that the training material is updated to be consistent with changes in the protective equipment.

Yearout Mechanical, LLC also assures that each affected employee is informed of at least the following information:

- The effects of noise on hearing;
- The purpose of hearing protectors, the advantages, disadvantages, and attenuation of various types, and instructions on selection, fitting, use, and care; and

The company makes informational materials pertaining to the Occupational Noise Exposure standard that are supplied to it by OSHA available to affected employees or their representatives.

Recordkeeping

The company provides access to hazard evaluations and training records to employees, former employees, representatives designated by the individual employee, and OSHA, upon request.

## Respiratory Protection Program

Yearout Mechanical, LLC does not anticipate performing tasks that requires the use of respiratory protection at any jobsite this plan and training are strictly precautionary and in some cases a requirement under designated contracts. In the event respiratory protection is required the following procedures will be followed and only trained personnel or contractors will be allowed to conduct such tasks.

This Respiratory Protection Program specifies standard operating procedures to protect all construction site employees from respiratory hazards, according to the requirements of 29 CFR 1926.103 which simply refers to 29 CFR 1910.134 and ANSI Z88.2. Respirators are to be used only where engineering control of respirator hazards is not feasible, while engineering controls are being installed, or in emergencies.

Respirator Selection

Respirators are selected on the basis of respiratory hazards to which the worker is exposed and workplace and user factors that affect respirator performance and reliability.

Detailed procedures will be will be written addressing hazards and proper selection for respiratory protection. Outside consultation, manufacturer's assistance, and other recognized authorities will be consulted if there is any doubt regarding proper selection.

Our company's selection procedures include coverage of the following OSHA requirements:

Selection Procedure Checklist

When selecting any respirator in general:

- Select and provide respirators based on respiratory hazard(s) to which a worker is exposed and workplace and user factors that affect respirator performance and reliability.
- Select a NIOSH-certified respirator. (NIOSH stands for the National Institute for Occupational Safety and Health)
- Identify and evaluate the respiratory hazard(s) in the workplace, including a reasonable estimate of employee exposures to respiratory hazard(s) and an identification of the contaminant's chemical state and physical form. Consider the atmosphere to be immediately dangerous to life or health (IDLH) if you cannot identify or reasonably estimate employee exposure.
- Select respirators from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and correctly fits, the user.

When selecting respirators for IDLH atmospheres:

- Provide these respirators:
    - A full facepiece pressure demand self-contained breathing apparatus (SCBA) certified by NIOSH for a minimum service life of thirty minutes, or
    - A combination full facepiece pressure demand supplied-air respirator Self-contained breathing apparatus (SAR) with auxiliary self-contained air supply.
- Provide respirators NIOSH-certified for escape from the atmosphere in which they will be used when they are used only for escape from IDLH atmospheres.
- Consider all oxygen-deficient atmospheres to be IDLH. Exception: If we can demonstrate that, under all foreseeable conditions, the oxygen concentration can be maintained within the ranges specified in Table II of 29 CFR 1910.134 (i.e., for the altitudes set out in the table), then any atmosphere-supplying respirator may be used.

When selecting respirators for atmospheres that are not IDLH:

- 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.
- Select respirators appropriate for the chemical state and physical form of the contaminant.
- For protection against gases and vapors, provide:
    - An atmosphere-supplying respirator, or
    - An air-purifying respirator, provided that: (1) The respirator is equipped with an end-of-service-life indicator (ESLI) certified by NIOSH for the contaminant; or (2) If there is no ESLI appropriate for conditions in our workplace, 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. Describe in the respirator program the information and data relied upon and the basis for the canister and cartridge change schedule and the basis for reliance on the data.
- For protection against particulates, provide:
    - 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 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.

Only NIOSH-certified respirators are selected and used. Where practicable, the respirators will be assigned to individual workers for their exclusive use.

Medical Evaluations

A medical evaluation to determine whether an employee or contractor is able to use a given respirator is an important element of an effective Respiratory Protection Program and is necessary to prevent injuries, illnesses, and even, in rare cases, death from the physiological burden imposed by respirator use.

At Yearout Mechanical, LLC persons will not be assigned to tasks requiring use of respirators or fit tested unless it has been determined that they are physically able to perform the work and use the respirator.

All medical questionnaires and examinations are confidential and handled during the employee's normal working hours or at a time and place convenient to the employee. The medical questionnaire is administered so that the employee understands its content. All employees are provided an opportunity to discuss the questionnaire and examination results with their physician or other licensed health care professional (PLHCP).

Before any initial examination or questionnaire is given, we supply the PLHCP with the following information so that he/she can make the best recommendation concerning an employee's ability to use a respirator:

- Type and weight of the respirator to be used by the employee;
- Duration and frequency of respirator use (including use for rescue and escape);
- Expected physical work effort;
- Additional protective clothing and equipment to be worn;
- Temperature and humidity extremes that may be encountered.

Once the PLHCP determines whether the employee has the ability to use or not use a respirator, he/she sends Yearout Mechanical, LLC a written recommendation containing only the following information:

- 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.

Follow-up medical examination:

A follow-up medical examination will be provided if a positive response is given to any question among questions 1 through 8 in Section 2, Part A of Appendix C of 29 CFR 1910.134 or if an employee's initial medical examination demonstrates the need for a follow-up medical examination. Our follow-up medical examination includes tests, consultations, or diagnostic procedures that the PLHCP deems necessary to make a final determination.

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, our company will 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.

Additional medical examinations:

Our company provides additional medical evaluations 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 Procedures

It is axiomatic that respirators must fit properly to provide protection. If a tight seal is not maintained between the facepiece and the employee's face, contaminated air will be drawn into the facepiece and be breathed by the employee. Fit testing seeks to protect the employee against breathing contaminated ambient air and is one of the core provisions of our respirator program.

In general, fit testing may be either qualitative or quantitative. Qualitative fit testing (QLFT) involves the introduction of a gas, vapor, or aerosol test agent into an area around the head of the respirator user. If that user can detect the presence of the test agent through subjective means, such as odor, taste, or irritation, the respirator fit is inadequate.

In a quantitative respirator fit test (QNFT), the adequacy of respirator fit is assessed by measuring the amount of leakage into the respirator, either by generating a test aerosol as a test atmosphere, using ambient aerosol as a test agent, or using controlled negative pressure to measure the volumetric leak rate. Appropriate instrumentation is required to quantify respirator fit in QNFT.

Yearout Mechanical, LLC makes sure those employees are fit tested at the following times with the same make, model, style, and size of respirator that will be used:

- Before any of our employees are required to use any respirator with a negative or positive pressure tight-fitting facepiece;
- Whenever a different respirator facepiece (size, style, model, or make) is used;
- At least annually;
- Whenever the employee reports, or our company, 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; and
- When the employee, subsequently after passing a QLFT or QNFT, notifies the company, Program Administrator, supervisor, or PLHCP that the fit of the respirator is unacceptable. That employee will be retested with a different respirator facepiece.

Employees must pass one of the following fit test types that follow the protocols and procedures contained in 29 CFR 1910.134:

- QLFT (Only used to fit test negative pressure air-purifying respirators that must achieve a fit factor of 100 or less. May be used to test tight-fitting atmosphere-supplying respirators and tight-fitting powered air-purifying respirators if tested in the negative pressure mode); or
- QNFT (May be used to fit test a tight-fitting half facepiece respirator that must achieve a fit factor of 100 or greater OR a tight-fitting full facepiece respirator that must achieve a fit factor of 500 or greater OR tight-fitting atmosphere-supplying respirators and tight-fitting powered air-purifying respirators if tested in the negative pressure mode).

Proper Use Procedures

Once the respirator has been properly selected and fitted, its protection efficiency must be maintained by proper use in accordance with 29 CFR 1910.134(g). Our company ensures with written procedures that respirators are used properly in the workplace.

Our company has used the following checklist to ensure that proper use procedures include coverage of OSHA requirements:

Face piece Seal Protection

- Do not permit respirators with tight-fitting facepieces to be worn by employees who have:
    - Facial hair that comes between the sealing surface of the facepiece and the face or that interferes with valve function; or

    - Any condition that interferes with the face-to-facepiece seal or valve function.
- If an employee wears corrective glasses or goggles or other personal protective equipment, ensure that such equipment is worn in a manner that does not interfere with the seal of the facepiece to the face of the user.
- For all tight-fitting respirators, ensure that employees perform a user seal check each time they put on the respirator using the procedures in 29 CFR 1910.134 Appendix B-1 (User Seal Check Procedures) or procedures recommended by the respirator manufacturer that you can demonstrate are as effective as those in Appendix B-1.

Continuing Respirator Effectiveness

- Appropriate surveillance must 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, reevaluate the continued effectiveness of the respirator.
- 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.
- If the employee detects vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece, replace or repair the respirator before allowing the employee to return to the work area.

Procedures for IDLH Atmospheres

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 employer or designee is notified before the employee(s) located outside the IDLH atmosphere enter the IDLH atmosphere to provide emergency rescue;
- The employer or designee authorized to do so by the company, 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 self-contained breathing apparatuses (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 under the bullet item above this one.

Maintenance and Care Procedures

In order to ensure continuing protection from respiratory protective devices, it is necessary to establish and implement proper maintenance and care procedures and schedules. A lax attitude toward maintenance and care will negate successful selection and fit because the devices will not deliver the assumed protection unless they are kept in good working order.

Cleaning & disinfecting

Our company provides each respirator user with a respirator that is clean, sanitary, and in good working order. We ensure that respirators are cleaned and disinfected after each use.

Storage

Storage of respirators must be done properly to ensure that the equipment is protected and not subject to environmental conditions that may cause deterioration. We ensure that respirators are stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and they are packed or stored to prevent deformation of the facepiece and exhalation valve. In addition, emergency respirators are kept accessible to the work area; stored in designated areas that are clearly marked as containing emergency respirators; and stored in accordance with any applicable manufacturer instructions.

Inspection

Any one of our respirator inspections includes a check:

- For 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
- Of elastomeric parts for pliability and signs of deterioration.
- For self-contained breathing apparatus, in addition to the above, monthly, we maintain air and oxygen cylinders in a fully charged state and recharge when the pressure falls to 90% of the manufacturer's recommended pressure level and determine that the regulator and warning devices function properly.

Repairs

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 only with the respirator manufacturer's NIOSH-approved parts designed for the respirator;
- Repairs must 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 must be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

Discarding of respirators

Respirators that fail an inspection or are otherwise not fit for use and cannot be repaired must be discarded.

Filters, Cartridges, and Canisters:

- Ensure that all filters, cartridges and canisters used in the workplace are labeled and color-coded with the NIOSH approval label and that the label is not removed and remains legible.

Training

The most thorough respiratory protection program will not be effective if employees do not wear respirators, or if wearing them, do not do so properly. The only way to ensure that our employees are aware of the purpose of wearing respirators, and how they are to be worn is to train them.

Our training program provided by qualified vendors is two-fold; it covers both the:

1. Respiratory hazards to which our employees are potentially exposed during routine and emergency situations, and
2. Proper use of respirators, including putting on and removing them, any limitations on their use, and their maintenance.

Both training parts are provided prior to requiring an employee to use a respirator in our workplace. We do require all of our employees to be retrained 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.

Seven basic elements:

Our employees are trained sufficiently to be able to demonstrate knowledge of at least these seven elements:

1. Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator.
2. What the limitations and capabilities of the respirator are.
3. How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions.
4. How to inspect, put on, remove, use, and check the seals of the respirator. .
5. What the procedures are for maintenance and storage of the respirator.
6. How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators.
7. The general requirements of 29 CFR 1910.134.

Information for employees using respirators when not required under the standard

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.

Program Evaluation

It is inherent in respirator use that problems with protection, irritation, breathing resistance, comfort, and other respirator-related factors occasionally arise in most respirator protection programs. Although it is not possible to eliminate all problems associated with respirator use, we try to eliminate as many problems as possible to improve respiratory protection and encourage employee acceptance and safe use of respirators. An evaluation will be conducted at least annually.

Prior to the start of each workday, every Foreman shall meet with all members of their assigned crew to identify, evaluate, and communicate the tasks to be performed during that day. The purpose of this meeting shall be to identify and analyze what safety hazards and danger zones exist in the performance of those tasks. Once the safety hazards and danger zones

have been identified and discussed, the Foreman and the crew will recommend what safe work practices and procedures need to be implemented.

The following forms will be utilized and adhered to as required, pertaining to job safety hazard analysis.

1. Attachment “C” “Activity Hazard Analysis”.

## Integrated Safety Management System (ISMS)

This plan has been developed, in its entirety, based on ISMS principles. Every contract that Yearout Mechanical, LLC will consider and may include the implementation and execution of these principles. Documentation will be developed for every project to include:

1. Assigned management personnel responsible for safety of that particular project who will be accountable for the protection of the public, workers and the environment.
2. Defined, documented lines of authority for ensuring the safety of the project at all levels.
3. Only qualified and accountable personnel who have appropriate authority to make and execute decisions will be names in these roles.
4. Safety will be priority over all other goals of the project and personnel will commit to this ideal.
5. Safety standards will be acknowledged, hazards addressed and clear awareness as well as mitigation will be determined prior to the start or continuation of any/all work. The public, workers an environment will all be considered during this evaluation.
6. Administrative and engineering controls will be implemented first and foremost. Hazards will be addressed on each individual project and mitigation will be accomplished accordingly.
7. All operations requirements will be clearly communicated to all tiers of the project and commitment to understanding and execution will be received prior to the start of any activities that are affected by the ISMS principles.
8. Work will always be
    a. Planned
    b. Hazards analyzed
    c. Hazards controlled or mitigated
    d. Work will be performed
    e. Feedback requested from employees and subcontractors regarding adequacy of policy implementation, documentation, communication and necessary modifications to our process.

## APPENDIX

ATTACHMENT A

Jobsite Hazard Evaluation Checklist

ATTACHMENT B

Report of Occupational Injury/Illness

ATTACHMENT C

Activity Hazard Analysis

**ATTACHMENT-A**

## Jobsite Hazard Evaluation Checklist

This Project has been evaluated for environmental, safety, and health concerns or conditions which pre-exist on the jobsite, and which may impact the Contractor or subcontractor methods and procedures in the performance of Work.

This evaluation does not include those hazards which may be introduced by the Contractor or his subcontractors during the execution of the Work necessary to meet the Contract "Statement of Work". Hazards introduced by the Contractor in the performance of Work are required to be evaluated and mitigated by the Contractor in accordance with existing federal, state, and local regulations, including OSHA 29 CFR 1926, 29 CFR 1910.

The following pre-existing conditions have been identified on the Project site.

| **Hazard** | Not Evaluated ** **Not Applicable** | Yes * | No | **Hazard** | Not Evaluated ** **Not Applicable** | Yes * | No |
|---|---|---|---|---|---|---|---|
| 1. Flammable liquids | ☐ | ☐ | ☐ | 10. Confined Spaces | ☐ | ☐ | ☐ |
| 2. Lead paint | ☐ | ☐ | ☐ | 11. High Energy | ☐ | ☐ | ☐ |
| 3. Chemicals | ☐ | ☐ | ☐ | 12. Pressurized Gases | ☐ | ☐ | ☐ |
| 4. Radiation | ☐ | ☐ | ☐ | 13. PCB's | ☐ | ☐ | ☐ |
| 5. Buried utilities | ☐ | ☐ | ☐ | 14. Residue Material | ☐ | ☐ | ☐ |
| 6. Explosives | ☐ | ☐ | ☐ | 15. Environmental Restoration Site | ☐ | ☐ | ☐ |
| 7. Asbestos Containing Materials - permit / work release attached? | ☐ | ☐ | ☐ | 16. Environmental Site concerns (UST, soil disturbance, water discharge permits, etc.) | ☐ | ☐ | ☐ |
| 8. Traffic restrictions / lane closures required? | ☐ | ☐ | ☐ | 17. Jobsite Hazard Evaluation forms attached | ☐ | ☐ | ☐ |
| 9. Safety | ☐ | ☐ | ☐ | 18. Other: | ☐ | ☐ | ☐ |

* If checked **yes**, please see the following corresponding restrictions or conditions for each hazard identified. **DO NOT PROCEED** without full knowledge and understanding of these conditions.

** This item was not identified as a concern at the time of the hazard evaluation.

**Description & Course of Action for conditions or restrictions for each pre-existing hazard found at the jobsite:**

| Hazard Number | Description & Course of Action |
|---|---|
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# ATTACHMENT-B

## REPORT OF OCCUPATIONAL INJURY/ILLNESS

(Based on the OSHA definitions and requirements which may or may not be consistent with various state compensation laws)

*NOTICE OF ACCIDENT*

(Pursuant to Chapter 52, NMSA 1978 section 52-1-29)

Date received in Medical _____ Case No. _____ Date received in Safety _____

| Name(Last, First, MI) | Org. | Mail Stop | Sex | Date of Birth | Age | Social Security Number |
|---|---|---|---|---|---|---|
| | | | | | | |

| Date of Incident | Incident Day of Week | Time of Day | Location of Incident (Bldg/Room) | Incident was: | Service Date |
|---|---|---|---|---|---|
| | | | | | |

| Job Category (Secretary, electrician, painter, scientist, mechanical tech, etc) | Job experience [(yr(s)mo(s)] | Witness(es) |
|---|---|---|
| | | |

Briefly describe the activity you were performing and how the incident occurred ____

Employee Signature _____ Work Phone _____ Date _____

| Company Name (Contract Use Only) Phone | Name of Supervisor /Inspector Org. M.S. Phone |
|---|---|

| Workdays Lost | Workdays Restricted | Type of Injury |
|---|---|---|
| | | |

A. Was place of Incident or exposure on premises Yes ☐ No ☐

B. Was employee sent home due to incident? Yes ☐ No ☐

C. What was the employee doing when incident occurred? Be Specific
(Was employee using tools, equipment, handling material? Name them., What was employee doing with them?)

____

D. How did the incident occur? What was the cause? Describe the event in full detail.
Name any objects or substances involved and tell how they were involved.

____

E. What has been done to correct conditions causing the incident?

____

F. What remains to be done to correct such conditions? By what date?

Manager's Name (print or type) _____

Manager's Signature _____ Org _____ M.S. _____

Date _____ Phone _____

## ATTACHMENT-B

### *UCI*

| **Diagnosis** | **Treatment** | **Disposition** |
|---|---|---|
| ☐ Deferred | ☐ First Aid Only | ☐ Outside Referral |
| ☐ Fracture | ☐ Debridement | ☐ Physical Therapy |
| ☐ Loss of Consciousness | ☐ Sutures | ☐ Sent Home |
| ☐ FB Removal (Medical) | ☐ Prescription Medication | ☐ Accommodations |
| ☐ FB Removal (First Aid) | ☐ OTC Medication | ☐ None of the Above |
| | ☐ Steri-strip/Butterfly | |
| | ☐ Splint (Support) | |
| | ☐ Splint (Immobilize) | |

Examined by physician/NP/PA? Yes ☐ No ☐ Attending medical professional name: _____

DOE Case Recordable Yes ☐ No ☐ Were corrective actions discussed with Manager Yes ☐ No ☐

Investigative Comments/Corrective Action See Attachment ☐ Not Work Related ☐

| Safety and Health Representative | Org | M.S. | Phone | Date |
|---|---|---|---|---|
| | | | | |

**ATTACHMENT - C**

# SAMPLE ACTIVITY HAZARD ANALYSIS

| **ACTIVITY:** | | **ANALYZED BY/DATE:** |
|---|---|---|
| | | |
| **PRINCIPAL STEPS** | **POTENTIAL SAFETY /HEALTH HAZARDS** | **Recommended Controls** |
| **General Site Safety** | **Possible head injuries (overhead work)** | **Hard Hats are to be worn at all times** |
| | **Possible eye hazards** | **Eye protection must be worn at all times** |
| | **Foot and toe hazards** | **Steel toed work boots must be used at all times** |
| **Housekeeping** | **Slip trip and fall hazards. Being cut on material not stored properly. Sprains from stepping on something wrong. Fire hazards** | **Clean up at the end of each work day. Keep travel paths clear at all times. Erect proper barricades and warning signs and remove upon job completion.** |
| **Construction 2x4 w/1/4 plywood sheeting walls** | **Cuts, scrapes, smashed fingers etc.** | **Extra caution to be used when utilizing power tools or any other tools necessary to accomplish the task at hand. Gloves will be worn where needed.** |
| | **Fall Hazards (Erecting walls on second floor of the Hellfire structure.)** | **A warning line will be erected 6ft from the edge on all sides of the structure. Wall will be constructed within the warning line and any employee who needs to be on the other side of the warning line will be using a full body harness with a lanyard.** |
| **Installation of guardrails on the roof of the structure.** | **Fall hazards** | **A manlift will be used to accomplish this task and employees on the manlift will be wearing full body harnesses and using lanyards.** |
| **EQUIPMENT TO BE USED** | **INSEPCTION REQUIREMENTS** | **TRAINING REQUIREMENTS** |
| **Forklift** | **All equipment will be inspected before each use.** | **All employees have been trained in all equipment that will be used at this site.** |
| **Manlift** | | |
| **Powder Actuated Tools** | | |
| | | |
| | | |
| | | |

# Solid Waste Management Program

1. **Policy**
   The Solid Waste Management Program (SWMP) is intended to provide operational guidance for the safe, responsible, and ecologically sound management of solid waste. SWMP includes the practice of employing three basic strategies – reduction, reuse and recycling – to decrease and divert the amount of landfill material generated by building and construction operations.

2. **Responsible Parties**
   Office and shop waste collection, reduction and recycling are managed by the company's facilities department. Hazardous waste management is the responsibility of the Environmental Health and Safety Team.

3. **Procedures**

   A. Glass, Plastics and Aluminum
   Glass, plastic, and aluminum should be collected in centralized bins and hauled off by an outside vendor for recycling

   B. Mixed Paper
   Mixed paper should be collected from centralized bins and desk side mixed paper bins located in office areas and hauled off by outside vendor for recycling. Confidential paper shredding is available upon request.

   C. Cardboard
   Cardboard should be collected in dumpsters around the facility and hauled off by outside vendor for recycling

   D. Compostable Materials
   Compostable materials (lawn clippings and other organic materials) should be collected in bins and hauled off by an outside vendor for reprocessing

   E. Scrap Metals
   Scrap metals from the sheet metal and pipe shop shall be collected and bins located around the facility and hauled off for recycling by an outside vendor. Scrap metals from jobsites shall be returned to the shop and placed in the scrap metal recycling bins.

   F. Batteries
   Used batteries, other than auto batteries, are to be collected by facilities and hauled off by a certified hazardous waste shipper. Batteries are sent to a certified recycling/disposal processing facility.

G. Toner and Ink Cartridges
Toner and ink cartridges are collected by facilities. Cartridges manufactured by companies with return programs will be sent back to the company for recycling or remanufacturing. Cartridges that are not returned to the manufacturing company shall be hauled off by an outside vendor for recycling.

H. Florescent Lamps
Florescent lamps are collected by facilities and hauled off by an approved vendor for recycling. Records are maintained by the facilities department.

I. Recovered Refrigerant
Recovered refrigerant is to be returned to the shop and stored in approved containers. Yearout is contracted with an EPA certified refrigerant recycling vendor. The vendor collects the material monthly. Recycling records are maintained by the vendor and are available upon request.

J. Construction and Demolition Waste
Whenever possible construction waste should be left at the project location and separated for recycling. If waste is returned to the shop, scrap metal should be separated and placed in designated recycling bins. An outside vendor will haul off for recycling.

K. Spoils
Whenever possible spoils should be left at the project location and reused or hauled off to an approved landfill. Designated areas are to designed to minimize runoff. Spoils areas will comply with the projects SWPPP. If necessary, spoils will be characterized to determine the appropriate landfill. Haul off is to be done by an approved vendor.

L. Electronic Waste
Electronic waste includes computers, monitors, copiers, printers, AV equipment, etc. Working electronics should be sold. Broken electronics should be sent to an outside vendor to be recycled.

M. Customer Used Mechanical Equipment
Used mechanical equipment from project sites shall be transported to a recycling facility. In the event the equipment is returned to the shop, an outside vendor shall haul off to a recycling center.

N. Copying and Printing
Copiers and printers should be set to default to two-sided copying or printing when possible. Paper office supplies should contain a minimum of 30% post-consumer waste recycled content. Whenever possible, electronic correspondence should replace written correspondence. Forms should be made available to complete and submit electronically whenever possible. Paper shall be recycled after reuse.

# Appendix E – Key Personnel
## Project Manager

**Name:** Yearout Mechanical, LLC

**Name:** Erik Donoghue

**Title:** Project Manager

**# of Years with the Firm:** 20 years

**Experience with the Following Type of Construction Services:**

☐ General Construction ☒ Mechanical, Electrical, and Plumbing ☐ Roofing

**# of Years as a Project Manager for Type of Construction Services Selected Above:** 10 years

**Check All Relevant Experience:**

☒ Projects for Higher Education Owners ☒ Laboratory Renovations ☒ Clinical / Medical Environment

☐ General Construction ☐ Roofing Replacement/Repair ☒ Mechanical Upgrades ☐ Electrical Upgrades

☐ 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 ☐ Paintin

**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** Jesse Hart **Title** Facility Engineer - UNM

Telephone: 505-803-4990 Email Address: hartj@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** Scott Butterbaugh **Title** Project Manager

Telephone: 505-250-1468 Email Address: scott@firstmesa.net

# Erik Donoghue

## Project Manager

## CAREER SUMMARY

**20 Years with Yearout Mechanical**
**20 Years Industry Experience**
**10 Years in Current Position**

## EDUCATION

**Sheet Metal Workers Local #49**
**Apprenticeship Training Program**
**Associates in Business Admin**

## CERTIFICATIONS

**OSHA 30hr.**
**OSHA + NFPA 70E**

YEAROUT MECHANICAL

## PROJECT ROLE / RESPONSIBILITIES

- Coordinate JOC projects, utilizing RS Means and Gordian
- Coordinate Value Engineering and Budget control
- Coordinate with Pre-Construction services during Design/Assist
- Coordinate and manager all project deliverables with Preconstruction, Estimating, BIM, Prefabrication and construction services
- Continuous evaluation for VE opportunities on project
- Evaluate project plans and specifications, verify that materials and methods comply with specifications
- Understand the scope of each subcontractor and as it relates to the scope of the mechanical subcontract for total project coordination with design/build and design/assist projects
- Coordinate and manage all project aspects with Project Team
- Maintain safe working conditions for the project
- Maintain a productive working atmosphere for the project
- Coordinate project schedule and manpower to assure project is being completed in a timely manner
- Assure that each project is completed on time, including punch lists and all close out requirements
- Maintain communication with the Owner, General Contractor, Superintendents and Inspectors
- Coordinate manpower, material and equipment
- Evaluate and manage quality of construction services being performed
- LEED for mechanical systems
- Coordinate the successful completion of the project; on time and within budget.

## PROJECT EXPERIENCE

New Mexico Spaceport IT
UNM UPC Chiller
Texico Municipal Schools
SNL 840 High Bay Expansion
Santa Fe High School
KAFB CRH Refrigeration
T or C Veteran's Home Hospital
UNM Anthropology #11 HVAC Mods
UNM LA Evaporative Units Replacement
Spectra Hangers
UNMH Generator #3
Belen Middle School Gym
Belen High School Library
UNM LA 5 Conference Room HVAC
UNM Continuing Ed N Building 259 RTU
Department of Work Force Solutions Remodel
Belen Middle School RTU and Electrical Upgrades
UNM Gallup Gurley Hall Hot Water Coils
UNM Mattox RTU Upgrades

# Appendix F – Key Personnel
## Lead Superintendent

**Name:** Yearout Mechanical, LLC

**Name:** Thomas C. Baca

**Title:** Lead Foreman

**# of Years with the Firm:** 10 years

**Experience with the Following Type of Construction Services:**

☐ General Construction ☐ Electrical ☒ Mechanical ☐ Roofing

**# of Years as a Project Manager for Type of Construction Services Selected Above:** 8 years

**Check All Relevant Experience:**

☒ Projects for Higher Education Owners ☒ Laboratory Renovations ☒ Clinical / Medical Environment

☐ General Construction ☐ Roofing Replacement/Repair ☒ Mechanical Upgrades ☐ Electrical Upgrades

☐ 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 ☐ Painting

**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** Jesse Hart **Title** Facility Engineer - UNM

Telephone: 505-308-4990 Email Address: hartj@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** Scott Butterbaugh **Title** Project Manager

Telephone: 505-250-1468 Email Address: scott@firstmesa.net

# Thomas C. Baca

## Lead Foreman

## CAREER SUMMARY

**10 Years with Yearout Mechanical**
**20 Years Industry Experience**
**8 Years in Current Position**

## CERTIFICATIONS

**NM JPG License 359500**
**OSHA 30hr.**
**CPR/First Aid**
**Med Gas Installer**

YEAROUT SERVICE

## PROJECT ROLE / RESPONSIBILITIES

- Coordinate and manager all project deliverables with Preconstruction, Estimating, BIM, Prefabrication and construction services
- Continuous evaluation for VE opportunities on project
- Evaluate project plans and specifications, verify that materials and methods comply with specifications
- Work with Fabrication Manager on prefabrication of systems
- Work continuously with BIM Team
- Understand the scope of each subcontractor and as it relates to the scope of the mechanical subcontract for total project coordination with design/build and design/assist projects
- Coordinate and manage all project aspects with Project Team
- Maintain and promote a safe working conditions for the project
- Maintain and promote a productive working atmosphere for the project
- Coordinate project schedule and manpower to assure project is being completed in a timely manner
- Assure that each project is completed on time, including punch lists and all close out requirements
- Maintain communication with the Owner, General Contractor, Superintendents and Inspectors
- Coordinate manpower, material and equipment
- Evaluate and manage quality of construction services being performed
- Coordinate the successful completion of the project; on time and within budget.

## PROJECT EXPERIENCE

New Mexico Spaceport IT
UNM UPC Chiller
Texico Municipal Schools
SNL 840 High Bay Expansion
Santa Fe High School
KAFB CRH Refrigeration
T or C Veteran's Home Hospital
UNM Anthropology #11 HVAC Mods
UNM LA Evaporative Units Replacement
Spectra Hangers
UNMH Generator #3
Belen Middle School Gym
Belen High School Library
UNM LA 5 Conference Room HVAC
UNM Continuing Ed N Building 259 RTU
Department of Work Force Solutions Remodel
Belen Middle School RTU and Electrical Upgrades
UNM Gallup Gurley Hall Hot Water Coils
UNM Mattox RTU Upgrades

# Appendix G – Key Personnel
## Safety Manager

**Name:** Yearout Mechanical, LLC

**Name:** James Magoffe

**Title:** Safety Director

**# of Years with the Firm:** 19 years

**Experience with the Following Type of Construction Services:**

☐ General Construction ☒ Mechanical, Electrical, and Plumbing ☐ Roofing

**# of Years as a Project Manager for Type of Construction Services Selected Above:** 15 years

**Check All Relevant Experience:**

☒ Projects for Higher Education Owners ☒ Laboratory Renovations ☒ Clinical / Medical Environment

☐ General Construction ☐ Roofing Replacement/Repair ☒ Mechanical Upgrades ☐ Electrical Upgrades

☐ 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 ☐ Painting

**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** Jay Stimmel **Title** NM OSHA Consultation

Telephone: 505-476-8716 Email Address: jay.stimmel@state.nm.us

**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** Travis Massage **Title** Director of Safety

Telephone: 505-345-8591 Email Address: travism@jaynescorp.com

# James Magoffe, CSHO

## Safety Director

## CAREER SUMMARY

**19 Years with Yearout Mechanical**
**28 Years Industry Experience**
**15 Years in Current Position**

## EDUCATION

BA Criminal Justice & Foreign Language
Benedictine College 1992

Sheet Metal Apprenticeship Program
Sheet Metal Workers Local #49

YEAROUT MECHANICAL

## PROJECT ROLE / RESPONSIBILITIES

- Coordinate safety policy, plan and procedures for company and all projects
- Coordinate safety training for all employees
- Perform documented job site safety inspections of all projects
- Responsible for all company and employee health and safety issues
- Work closely with Project Managers and foremen to insure safe projects
- Insure that company and personnel are working within the current local, state and federal safety requirements
- Obtain and maintain up to date training in all aspects of construction safety
- Maintain training records of all employees
- Obtain and maintain safety equipment and supplies
- Chair company safety committee
- Safety Representative with various industry organizations, such as; AGC, MCA, ASA, NSC, etc.

## CERTIFICATIONS

OSHA 500 Instructor Training
40 Hr. Hazardous Waste Operations & Emergency Response
Coaching the Experienced Driver
Trainer in Infant/Child CPR
Medic First Aid & CPR Trainer
Trainer Basic Training Programs - Medic
OSHA 501 Trainer
Trainer Bloodborne Pathogens
Scaffold Safety
Trainer Automated External Defibrillation
OSHA 2045 Machinery & Machine Guarding
OSHA 2264 Permit Required Confined Space Entry
Respiratory Protection
Zero Falls Workshop 2008
OSHA 2015 Hazardous Materials
Trainer Forklifts
OSHA 510
Trainer MEPW
OSHA 3095 Electrical Standards
Trainer Aerial Lifts
OSHA 7845 Injury & Illness Recordkeeping
Safe Excavator Certification
OSHA 502
Portable Fire Extinguisher – Incipient Fire Fighting
OSHA 502 Instructor Training
AGC Focus Four Hazards in Construction
Certified Sheet Metal Instructor
Trench Shoring Safety Excavation
Effective Construction Communication
Certified Safety & Health Official – Construction (CSHO)
Certified Safety & Health Official – General Industry (CSHO)

# Appendix I – Comparable Construction Experience
# Mechanical, Electrical, and Plumbing (MEP) Projects

***Applicable to Firms Submitting a Proposal for the Mechanical, Electrical, and Plumbing (MEP) Contract***

**Proponent's Name:** _____

**Agency / Client Name:** Belen Consolidated School District

**Project Name:** **Belen Mid School 500 Wing**

**Project Number:** _____ **Project Value: $141,047.00**

**Achieved or Anticipated Final Acceptance after January 1, 2021** Yes ☒ No ☐

**Company Role:** ☐ Sub Contractor X Prime / JV Contractor

**Agency:** ☒ Public ☐ Private

**Location:** ☐ On a UNM Campus ☒ Within State of New Mexico

**Estimated Self Performance (%): 8 5 %** ___
(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply**.)

**Project Type:** (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

☐ General Construction ☒ Mechanical, Electrical, and Plumbing ☐ Roofing ☐ Painting

**Project Scope:** (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

Replacement of 6 RTUs and duct work modifications on the 500 wing at Belen Mid School

**Client Reference 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 Justin Gillagos** _____ **Title Facilities Manger** _____

Telephone: _____ Email Address: _____

**Briefly describe the project: Attached additional page, if necessary.**

# Appendix I – Comparable Construction Experience
# Mechanical, Electrical, and Plumbing (MEP) Projects

***Applicable to Firms Submitting a Proposal for the Mechanical, Electrical, and Plumbing (MEP) Contract***

**Proponent's Name:** _____

**Agency / Client Name:** City of Rio Rancho

**Project Name:** **Rio Rancho City Hall Cooling Tower Install**

**Project Number:** _____ **Project Value: $283,170.00**

**Achieved or Anticipated Final Acceptance after January 1, 2021** Yes ☒ No ☐

**Company Role:** ☐ Sub Contractor X Prime / JV Contractor

**Agency:** ☒ Public ☐ Private

**Location:** ☐ On a UNM Campus ☒ Within State of New Mexico

**Estimated Self Performance (%): 8 5 %**
(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply**.)

**Project Type:** (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

☐ General Construction ☒ Mechanical, Electrical, and Plumbing ☐ Roofing ☐ Painting

**Project Scope:** (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

Installion of new cooling tower with chill water piping, pumps and controls

**Client Reference 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 Bj Gottlieb** **Title Director of Public Works & City Engineer**

Telephone: _____ Email Address: _____

**Briefly describe the project: Attached additional page, if necessary.**

# Appendix I – Comparable Construction Experience
# Mechanical, Electrical, and Plumbing (MEP) Projects

***Applicable to Firms Submitting a Proposal for the Mechanical, Electrical, and Plumbing (MEP) Contract***

**Proponent's Name:** _____

**Agency / Client Name:** University of New Mexico

**Project Name:** **UNM Ceria Cryo Lab** _____

**Project Number:** _____ **Project Value: $260,799**

**Achieved or Anticipated Final Acceptance after January 1, 2021** Yes ☒ No ☐

**Company Role:** ☐ Sub Contractor X Prime / JV Contractor

**Agency:** ☒ Public ☐ Private

**Location:** ☒ On a UNM Campus ☐ Within State of New Mexico

**Estimated Self Performance (%): 8 5 %** ___
(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply**.)

**Project Type:** (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

☐ General Construction ☒ Mechanical, Electrical, and Plumbing ☐ Roofing ☐ Painting

**Project Scope:** (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

New RTU Upgrades with duct work modifications in Cryo Lab

**Client Reference 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 Jesse Heart** _____ **Title Project Engineer** _____

Telephone: 505-803-4990 Email Address: hartj@unm.edu

**Briefly describe the project: Attached additional page, if necessary.**

# Appendix I – Comparable Construction Experience
# Mechanical, Electrical, and Plumbing (MEP) Projects

***Applicable to Firms Submitting a Proposal for the Mechanical, Electrical, and Plumbing (MEP) Contract***

**Proponent's Name:** _____

**Agency / Client Name:** University of New Mexico

**Project Name:** **UNM Gallup Gurley Hall Hot Water Coils**

**Project Number:** _____ **Project Value: $197,503**

**Achieved or Anticipated Final Acceptance after January 1, 2021** Yes ☒ No ☐

**Company Role:** ☐ Sub Contractor X Prime / JV Contractor

**Agency:** ☒ Public ☐ Private

**Location:** ☒ On a UNM Campus ☐ Within State of New Mexico

**Estimated Self Performance (%): 1 0 0 %**
(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply**.)

**Project Type:** (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

☐ General Construction ☒ Mechanical, Electrical, and Plumbing ☐ Roofing ☐ Painting

**Project Scope:** (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

Demo of existing hot water coils on (5) AHU's and Installation of new with mechanical pipping.

**Client Reference 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 Jesse Heart** **Title Project Engineer** _____

Telephone: 505-803-4990 Email Address: hartj@unm.edu

**Briefly describe the project: Attached additional page, if necessary.**

# Appendix I – Comparable Construction Experience
# Mechanical, Electrical, and Plumbing (MEP) Projects

***Applicable to Firms Submitting a Proposal for the Mechanical, Electrical, and Plumbing (MEP) Contract***

**Proponent's Name:** _____

**Agency / Client Name:** University of New Mexico

**Project Name:** **UNM Mattox** _____

**Project Number:** _____ **Project Value: $247,903**

**Achieved or Anticipated Final Acceptance after January 1, 2021** Yes ☒ No ☐

**Company Role:** ☐ Sub Contractor X Prime / JV Contractor

**Agency:** ☒ Public ☐ Private

**Location:** ☒ On a UNM Campus ☐ Within State of New Mexico

**Estimated Self Performance (%): 8 5 %** ___
(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply**.)

**Project Type:** (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

☐ General Construction ☒ Mechanical, Electrical, and Plumbing ☐ Roofing ☐ Painting

**Project Scope:** (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

Demo of existing Heating system, Electrical and HVAC upgrades. New MDP Installation

**Client Reference 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 Jesse Heart** _____ **Title Project Engineer** _____

Telephone: 505-803-4990 Email Address: hartt@unm.edu

**Briefly describe the project: Attached additional page, if necessary.**

# Appendix K – Indefinite Quantity Contract Experience

## General

1. Agency Name: C.E.S Cooperative Educational Services
2. Contract Number: 2020 - 8B.G3505 - All

## Reference Information

3. Reference Name, Position: David Chavez
4. Address: 10601 Research Rd. SE
5. City, State, Zip Code: Albuquerque, NM 87123
6. Phone Number: 505-344-5420
7. Email Address: david@ces.org

## Contract Time:

8. Potential Maximum Time:* 6 years
9. Award Date: 11/2019
10. Expiration/Termination Date(or still active): 11/2023

## Contract Amounts:

11. Potential Maximum Amount:** 10MM Aggregate
12. Total Amount of Work Issued ($): 2 million
13. Total Number of Job Orders Issued (#): 20+

## Key Personnel

14. Name and Position: Sal Tortorici - Vice President Field Operations
15. Name and Position: John Lowe - General Manager HVAC Service
16. Name and Position: Kieth Welch - General Manager Boiler Service
17. Name and Position: Mark Gonzales - Service Manger
18. Yes or No, Did any of the key personnel proposed for this contract work on the contract referenced? Yes
19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

***Potential Maximum Time** shall mean the entire possible duration of the contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

****Potential Maximum Amount** shall be the sum of the potential Maximum for the base term and all possible option terms

Expressed as a dollar amount.

## 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. 2363
Resident Contractor's Preference Certificate No. L0072759984
Contractor's New Mexico Gross Receipts Tax No. 01-706807-00-0
Contractor's Federal Employee Identification No. 85-0169119
Dept. Workforce Solutions Registered Contractors Number 28501691192016

**UNM** Job Order Contracting (JOC)

**Request for Proposals No.** 2379-23

Bid (Price Proposal) of (company name): Yearout Mechanical, LLC
(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? No

Business Size / Classification:

| | |
|---|---|
| ___Small Business Concern | ___Disadvantaged Business Concern |
| _X_Large 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 this schedule of Prices to Appendix L

**OFFEROR'S NAME:** Yearout Mechanical, LLC

**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 proposes 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:

| UNM Job Order Contracting Program | | CONTRACT TYPES | | |
|---|---|---|---|---|
| **Campus / Region** | **Adjustment Factor Name** | **General Construction** | **Mechanical, Electrical, Plumbing** | **Roofing** |
| **Main Campus (Albuquerque)** | Normal Working Hours (60%) | | 1.42 | |
| | Other Than Normal Working Hours (30%) | | 1.47 | |
| | Non Pre-Priced (10%) | | 1.47 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.4400 | 0.0000 |
| **Campus / Region** | **Adjustment Factor Name** | **General Construction** | **Mechanical, Electrical, Plumbing** | **Roofing** |
| **Northern New Mexico Branch Campuses** | Normal Working Hours (60%) | | 1.42 | |
| | Other Than Normal Working Hours (30%) | | 1.47 | |
| | Non Pre-Priced (10%) | | 1.47 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.4400 | 0.0000 |
| **Campus / Region** | **Adjustment Factor Name** | **General Construction** | **Mechanical, Electrical, Plumbing** | **Roofing** |
| **Southern New Mexico Branch Campuses** | Normal Working Hours (60%) | | 1.42 | |
| | Other Than Normal Working Hours (30%) | | 1.47 | |
| | Non Pre-Priced (10%) | | 1.47 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.4400 | 0.0000 |

**NOTES TO OFFERERS**

1. **The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.**

2. **The Non Pre-Priced Adjustment Factor must be greater than or equal to 1.000**

3. 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 weightede persentages abouve. The Award Criteria Figure is only used for the purpose of determing the Bid.

4. When.s ubmitting 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:**

**By: Same Name and title Printed or typed:** Sal Tortorici

**Date:** 11/15/2022

**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 propose 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:

| 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%) | | 1.48 | |
| | Other Than Normal Working Hours (30%) | | 1.53 | |
| | Non Pre-Priced (10%) | | 1.53 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.5000 | 0.0000 |
| **Campus / Region** | **Adjustment Factor Name** | **General Construction** | **Mechanical, Electrical, Plumbing** | **Roofing** |
| **Region #2** | Normal Working Hours (60%) | | 1.48 | |
| | Other Than Normal Working Hours (30%) | | 1.53 | |
| | Non Pre-Priced (10%) | | 1.53 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.5000 | 0.0000 |
| **Campus / Region** | **Adjustment Factor Name** | **General Construction** | **Mechanical, Electrical, Plumbing** | **Roofing** |
| **Region #3** | Normal Working Hours (60%) | | 1.48 | |
| | Other Than Normal Working Hours (30%) | | 1.53 | |
| | Non Pre-Priced (10%) | | 1.53 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.5000 | 0.0000 |
| **Campus / Region** | **Adjustment Factor Name** | **General Construction** | **Mechanical, Electrical, Plumbing** | **Roofing** |
| **Region #4** | Normal Working Hours (60%) | | 1.48 | |
| | Other Than Normal Working Hours (30%) | | 1.53 | |
| | Non Pre-Priced (10%) | | 1.53 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.5000 | 0.0000 |
| **Campus / Region** | **Adjustment Factor Name** | **General Construction** | **Mechanical, Electrical, Plumbing** | **Roofing** |
| **Region #5** | Normal Working Hours (60%) | | 1.48 | |
| | Other Than Normal Working Hours (30%) | | 1.53 | |
| | Non Pre-Priced (10%) | | 1.53 | |
| | ***Award Criteria Figure*** | 0.0000 | 1.5000 | 0.0000 |

**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.

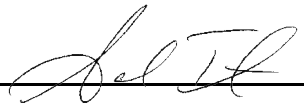
Has the Part 1: Schedule of Prices been attached to this Appendix L: ☒ Yes ☐ No

**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)  Date: 11/17/2022

By:(Same Name, Printed or Typed) Sal Tortorici

Title: Vice President Field Operations

Company: Yearout Mechanical, LLC

Address: 8501 Washington St. NE, Albuquerque, NM

Zip: 87113

Phone: 505-884-0994 Fax: 505-883-5073 Email: stortorici@yearout.com

(Affix Corporate Seal if response by Corporation):

# 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: Yearout Mechanical, LLC Telephone: 505-884-0994

Street Address: 8501 Washington St. NE County: Bernalillo

City: Albuquerque State & Zip: New Mexico, 87113

Is this firm a (please check): ☒ Division ☐ Subsidiary ☐ Affiliated? Primary NAICS Code: 238220

If an item above is checked, please provide the name and address of the Parent Company below:

Legence Company

---

*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:*

Marni Goodrich, Director Business Operations

*Date* 11/16/2022

| **Please return this form to:** | **NOTE:** |
|---|---|
| The University of New Mexico<br>Purchasing Department<br>MSC01 1240<br>Albuquerque, NM 87131<br>505-277-2036 (voice)<br>505-277-7774 (fax) | 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)

# 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, disable 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: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2022

**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**<br>MARSH RISK & INSURANCE SERVICES<br>FOUR EMBARCADERO CENTER, SUITE 1100<br>CALIFORNIA LICENSE NO. 0437153<br>SAN FRANCISCO, CA 94111<br><br>CN 10246455-XS1-GAUWX-22-23 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Yearout Mechanical, LLC<br>8501 Washington St. NE<br>Albuquerque, NM 87113 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Zurich American Insurance Company — 16535<br>**INSURER B :** Endurance American Specialty Insurance Company — 41718<br>**INSURER C :** American Guarantee and Liability Insurance Company — 26247<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** SEA-003874622-00 **REVISION NUMBER:** 0

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 | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | GLO 4340749 – 01 | 06/20/2022 | 06/20/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | X | X | BAP 4340750 – 01 | 06/20/2022 | 06/20/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,000<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | X | X | AUC 4340745-01 | 06/20/2022 | 06/20/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC 4340748 – 01<br>Deductible: $100,000 | 06/20/2022 | 06/20/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Contractors Professional<br>and Pollution / Mold Liability | | | PNV10014981902 | 06/20/2022 | 06/20/2023 | Limit:<br>SIR: | 10,000,000<br>50,000 |

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

**CERTIFICATE HOLDER**

University of New Mexico-
Purchasing Department
700 Lomas Blvd. NE #2600
MSC01 1740
Albuquerque, NM 87131-0001

**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**
**of Marsh Risk & Insurance Services**

*Marsh Risk & Insurance Services*

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| MARSH RISK & INSURANCE SERVICES | Yearout Mechanical, LLC<br>8501 Washington St. NE<br>Albuquerque,NM 87113 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Layer Liability:
Policy Number: EXNA2110000044-02
Carrier: Ascot Specialty Insurance Company
Policy Dates: 06/20/2022 - 06/20/2023
Limit (xs of $10,000,000): $15,000,000

# Coverage Extension Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| BAP4340750 01 | 06/20/2022 | 06/20/2023 | 06/20/2022 | 18232000 | ----- | ----- |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

**c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**2.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

**1.** If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

**2.** If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

**1.** The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

**1.** Breakdown;

**2.** Repair;

**3.** Servicing;

**4.** "Loss"; or

**5.** Destruction.

**2.** The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant

or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: BAP 4340750 01

**CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: LEGENCE HOLDINGS, LLC**

**Endorsement Effective Date: 06/20/2022**

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
| --- |
| Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** LEGENCE HOLDINGS, LLC

**Endorsement Effective Date:** 06/20/2022

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| **ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| **ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# Waiver Of Subrogation (Blanket) Endorsement

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 4340749 01 | 06/20/2022 | 06/20/2023 | 06/20/2022 | 18232000 | $----- | $----- |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

# Additional Insured – Automatic – Owners, Lessees Or Contractors

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 4340749 01 | Effective Date: 06/20/2022 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. WC4340748-01 Endorsement No. Insured : LEGENCE HOLDINGS, LLC Premium $

Insurance Company: ZURICH AMERICAN INSURANCE COMPANY

Countersigned by

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

# RESIDENT CONTRACTOR CERTIFICATE

Issued to: **YEAROUT MECHANICAL, INC.**

DBA: **YEAROUT MECHANICAL**
**8501 WASHINGTON ST NE**
**ALBUQUERQUE, NM 87113-1679**

Expires: **13-Mar-2023**

Certificate Number:

**L0072759984**

Stephanie Schardin Clarke
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE