

CONTRACT

This CONTRACT made and entered this ____ day of April, 2016, by and between the **CITY OF CLEARWATER, FL (d/b/a Clearwater Gas System)**, a municipal corporation of the State of Florida, 400 North Myrtle Avenue, Clearwater, FL, hereinafter called "CGS", and **HEATH CONSULTANTS INCORPORATED**, having hereinafter called the "CONTRACTOR".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreement on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successor, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by CGS and to the Contractor, shall and will at their own cost and expense perform all labor, furnish all materials, tools, electronics, devices and equipment for the following:

"Natural Gas Distribution Main & Service Line Locating"
As defined in **Bid 15-16** in the amount of **\$400,000.00**

In accordance with such proposal and such other special provisions and drawings, if any, which will be submitted by CGS, together with any advertisement, instructions to bidder, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of CGS, the provision of the services including but not limited to those services as described in Invitation to Bid #15-16, attached hereto as Exhibit "A" and incorporated herein.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then CGS, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein. CGS shall recover all costs of such remedial action from the contractor for their failure to perform.

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST CGS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES OR RELATED DEFICIENCIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD CGS FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST CGS OR THE CONTRACTOR OR THE CONTRACTOR'S SUB-CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB-CONTRACTOR, AGENT SERVANTS OR EMPLOYEES. UNLESS SUCH CLAIMS ARE A RESULT OF THE CITY'S NEGLIGENCE. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE OR MODIFY THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, OR THE DOCTRINE OF SOVEREIGN IMMUNITY.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

1. The initial term of this agreement shall begin April 1, 2016 and terminate on March 31, 2017. Thereafter, this agreement may be renewed for two (2), one-year term extensions. Any amendment must be made in writing and agreed to by both parties.
2. The Contractor agrees to receive the compensation/rates stated in the bid proposal "Detailed Specifications", in full compensation for furnishing material, tools, equipment and labor necessary to perform Locate Services within CGS's Service Territory. CGS and Contractor agree that there are no minimum requirements for purchase in this Agreement; the Contractor, for such consideration, shall be responsible for all claims, causes of action,

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Program has been included in the response to the Invitation to Bid. The contractor will also furnish quarterly statistical reports to CGS to show active compliance.

10. Should the Contractor default in any of the provisions of this contract and CGS employs an attorney to enforce or construe any provision hereof or to collect damages for breach of the agreement or to recover on any bonds provided for herein, the Contractor and/or his surety agree to pay CGS such reasonable attorney's fees as CGS may expend therein. As against the obligations contained herein, the Contractor and his surety waive all rights of exemption.
11. The undersigned Contractor has carefully reviewed and familiar all contract documents, and is responsible for having heretofore, or shall be responsible at such time as it becomes necessary, examined the location and route of all proposed work, and is satisfied as to the character of said route, the location of surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and the work site in order that he may include in the price which he has bid and the price of this contract all costs pertaining to the work.
12. This contract shall not be construed for or against any party because that party wrote it.
13. The Contractor and CGS for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to the full performance of the covenants herein contained. Assignment by the Contractor of any portion or all of this Contract or Contractor's obligations and rights under this Contract shall not be effective without the written or email consent of CGS, which, may be withheld at CGS's discretion.
14. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
15. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.
16. It is mutually agreed between the parties hereto that time is of the essence of this contract, particularly in light of the mandatory timeframes as set forth in Florida Statute 556 (Underground Facility Damage Prevention and Safety Act), as may be amended from time to time, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that CGS may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which CGS has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract or CGS may terminate this Contract immediately, being obligated to Contractor only for compensation duly earned for work completed, minus any amounts provided for in this paragraph.
17. It is further mutually agreed between CGS and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that CGS shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at its own expense, within ten (10) days after receipt of written, or email, notice from CGS to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to CGS. If such an event occurs, no further payment shall be made to the

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Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

18. NOTICES AND CHANGES OF ADDRESS

Any notice requires or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered, or emailed, to such party at the contact information as indicated below (or at such other address as such party shall specify to the other party in writing/email), or on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

COMPANY INFO

Clearwater Gas System (CGS)

Contracts Administration
Name

Brian Langille
Name

Title

Operations Manager
Title

Address:
9030 Monroe Road
Houston, TX 77061

**400 N Myrtle Ave
Clearwater, Florida 33755**

713-844-1300
Telephone #

727-562-4911
Telephone #

713-844-1309
Facsimile #

727-562-4902
Facsimile #

Email: contractsadmin@heathus.com

Email: brian.langille@clearwatergas.com

19. TERMINATION OF CONTRACT

If Contractor shall fail to fulfill any of its obligations hereunder, this Contract shall be in default, the City may terminate the Contract, and Contractor shall be paid only for work completed.

20. CONFORMANCE WITH LAWS

Contractor agrees to comply with all applicable federal, state and local laws during the life of this Contract, including but not limited to Florida Statute 556 under which a material portion of this Contract will be fulfilled.

21. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

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IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Contract, in duplicate, the day and year first above written.

(CONTRACTOR SEAL)



HEATH CONSULTANTS INCORPORATED

By: *Gary Lape*
Name: Gary Lape
Title: Vice President-Operations

Samela Mickel
Witness for the Contractor

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

APPROVED AS TO FORM:

ATTEST:

Laura Mahony
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

Exhibit A



INVITATION TO BID Natural Gas Distribution Main and Service Line Locating # 15-16

February 1, 2016

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Clearwater (City) until **10:00 A.M., Local Time, February 18, 2016** to provide **Natural Gas Distribution Main and Service Line Locating Services**.

Brief Description: The Clearwater Gas System (CGS) seeks qualified bidders to provide all labor, materials, incidental items and equipment necessary for Natural Gas Distribution Main and Service Line Locating Services.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at <http://www.myclearwater.com/apps20/cityprojects/invitationtobid.aspx>.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Issued by:

Alyce Bengé, CPPO, C.P.M.

Purchasing Manager

City of Clearwater

Questions concerning this solicitation should be directed, IN WRITING, to:

Alyce Bengé, CPPO
Purchasing Manager
Finance Department
Alyce.Benge@myclearwater.com

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing Buyer as indicated. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No
Mandatory Attendance: Yes No

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: February 18, 2016
Time: 10:00 A.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting Purchasing. .

i.5 **BID FIRM TIME:** 60 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** Yes equal to 10% of bid amount No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Clearwater should the bidder selected fail to execute a contract when requested.

PERFORMANCE SECURITY: Yes: equal to the annual of bid amount

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and

INSTRUCTIONS

conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

- i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

City of Clearwater
Attn: Purchasing
100 S Myrtle Ave, 3rd Floor, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater, FL 33758-4748

Bids will be received at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a bid that is not properly addressed and identified.

- i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.
- i.9 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.11 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.12 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

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Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

- i.13 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.14 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.
- i.15 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.16 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.17 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.18 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

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- i.19 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.20 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting Purchasing.

ADDRESS PROTESTS TO:

Alyce Benge, CPPO, C.P.M.

Purchasing Manager

100 S Myrtle Avenue, 3rd Floor

Clearwater, FL 33756-5520

or

PO Box 4748

Clearwater, FL 33758-4748

INSTRUCTIONS – EVALUATION

- i.21 **EVALUATION PROCESS.** Bids will be reviewed by Purchasing and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.22 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.23 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Price.** We will then evaluate the bids that have met the requirements above.
- i.24 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.25 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.26 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the bidder's responsibility to check the City of Clearwater's Purchasing website at <http://www.myclearwater.com/apps20/cityprojects/invitationtobid.aspx> to view relevant bid information and notices.**
- i.27 **BID TIMELINE. Dates are tentative and subject to change.**
Release ITB: February 1, 2016
Advertise Tampa Bay Times: February 3, 2016
Bids due: February 18, 2016
Review bids: February 18 - 24, 2016
Award recommendation: February 24, 2016
Council authorization: March 17, 2016
Contract begins: April 2016

STANDARD TERMS AND CONDITIONS

- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Clearwater, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City’s satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

STANDARD TERMS AND CONDITIONS

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter “Contractor Immigration Warranty”).
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor’s personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES.** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor’s services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor’s responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

STANDARD TERMS AND CONDITIONS

- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

- S.17 **DEFAULT.**

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

STANDARD TERMS AND CONDITIONS

- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally

STANDARD TERMS AND CONDITIONS

available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements,

STANDARD TERMS AND CONDITIONS

- but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent

STANDARD TERMS AND CONDITIONS

such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida in the Tampa Bay region. It is the third largest city in the region with an estimated population of 110,000 residents. The City of Clearwater is also a major tourist destination – Clearwater Beach was recently named “Florida’s Best Beach Town 2013” by USA Today and was on the “Top Ten List of Best Beaches from Maine to Hawaii”. The City of Clearwater is home to the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball and hosts several sports tournaments through the year that attract visitors from across the country. Clearwater is home for Winter the Dolphin and the Clearwater Marine Aquarium. Winter’s story has made it all the way to Hollywood in the motion pictures “Dolphin Tale” and “Dolphin Tale 2”, both filmed in Clearwater.

2. **BACKGROUND.** The City of Clearwater (“City”), doing business as the Clearwater Gas System (“CGS”), owns and operates a natural gas distribution system (“System”) within portions of Pinellas and Pasco County, Florida that serves approximately 19,000 natural gas customers . CGS has approximately 875 miles of distribution gas mains that operate between 8 – 60 PSI. The 330 square mile service territory of CGS extends from north Pinellas County (north of Ulmerton Road) to Southwest Pasco County (the Pinellas/Pasco county line to State Road 52 and Ehren Cutoff Road) and includes the beach communities starting from Clearwater and traveling south to Redington Beach. The awarded vendor will work independently to complete the services for CGS, with minimal assistance or supervision from CGS.

Below is some general information on our distribution system, along with a company profile.

A. HISTORICAL ANNUAL SERVICE:

<u>LOCATE TICKETS FROM OCTOBER 2014 – SEPTEMBER 2015</u>					
County	Miles of Main	Number of Service Lines	Sunshine Tickets		
			Received	Located	Emergency Locate
Pinellas	715	17,000	29,000	6,000	1,100
Pasco	170	4,000	9,000	2,100	350
Total	885	21,000	38,000	8,100	1,450

Additional information, such as GIS shapefiles, depicting the exact location of our main and service locations can be made available to the awarded vendor.

B. CLEARWATER GAS SYSTEM – OVERVIEW:

It is recommended that Bidder review the proposed work area and become familiar with local conditions which may in any manner affect the work to be performed, or affect the equipment, materials, and labor required. The Bidder shall carefully evaluate the service area and the specifications, conditions, and requirements of this contract. No additional allowances shall be made because of lack of knowledge of any site conditions.

CLEARWATER GAS SYSTEM - OVERVIEW

(A DEPARTMENT OF THE CITY OF CLEARWATER)
SERVING THE COMMUNITY ENERGY NEEDS FOR 92 YEARS
(SINCE 1923)



KEY SERVICE CHARACTERISTICS & DATA

- NATURAL & PROPANE GAS SERVICE
- GAS APPLIANCE SALES & SERVICE
- INSTALLATION OF INSIDE CUSTOMER GAS PIPING
- DOMESTIC AND COMMERCIAL GAS APPLIANCE & EQUIPMENT SERVICE
- 330 SQUARE MILES OF SERVICE TERRITORY
- 885 MILES OF MAIN PIPELINES

SERVE 20 MUNICIPAL AREAS:

BELLEAIR	INDIAN ROCKS BEACH	PINELLAS PARK (LP)
BELLEAIR BEACH	INDIAN SHORES	PORT RICHEY
BELLEAIR BLUFFS	LARGO	REDINGTON BEACH
BELLEAIR SHORE	MADEIRA BEACH (LP)	REDINGTON SHORES
CLEARWATER	NEW PORT RICHEY	SAFETY HARBOR
DUNEDIN	NORTH REDINGTON BEACH	SEMINOLE (LP)
	OLDSMAR	TARPON SPRINGS

AND UNINCORPORATED NORTHERN PINELLAS & SOUTHWESTERN & CENTRAL PASCO COUNTIES:

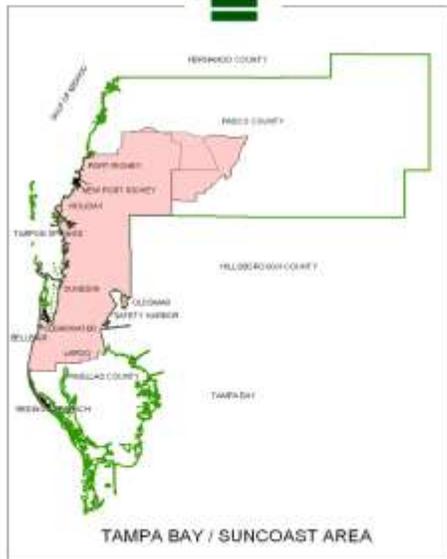
PINELLAS COUNTY AREAS SERVED

CRYSTAL BEACH
EAST LAKE
FEATHER SOUND (LP)
HARBOR BLUFFS
HIGHPOINT
OZONA
PALM HARBOR

PASCO COUNTY AREAS SERVED

ANCLOTE
BEXLEY RANCH
CONNERTON
ELFERS
HOLIDAY
LAND O' LAKES
MOON LAKE
ODESSA
SERENOVA
TRINITY

- 21,000 CUSTOMERS
- 92 EMPLOYEES (BUDGETED)
- \$41.1 MILLION ANNUAL OPERATING REVENUES
- 12,455 MMBTU/DAY PEAK DEMAND (1/9/2010)
- 12,000 MMBTU/DAY PEAK CONTRACT DEMAND
- SUPPLIER: FLORIDA GAS TRANSMISSION (FGT)



Last Updated: 10/23/2015

DETAILED SPECIFICATIONS

C. U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 2014, PHMSA 7100-1.1 Annual Report

2.MILES OF MAINS IN SYSTEM AT END OF YEAR							
MATERIAL	UNKNOWN	2" OR LESS	OVER 2" THRU 4"	OVER 4" THRU 8"	OVER 8" THRU 12"	OVER 12"	SYSTEM TOTALS
STEEL	0	101.4	29.3	52.5	0	0	183.20
DUCTILE IRON	0	0	0	0	0	0	0.00
COPPER	0	0	0	0	0	0	0.00
CASTWROUGHT IRON	0	4.3	3.1	0	0	0	7.40
PLASTIC PVC	0	0	0	0	0	0	0.00
PLASTIC PE	0	525.9	89.5	68.4	0	0	683.80
PLASTIC ABS	0	0	0	0	0	0	0.00
PLASTIC OTHER	0	0	0	0	0	0	0.00
OTHER	0	0	0	0	0	0	0.00
TOTAL	0.00	631.60	121.90	120.90	0.00	0.00	874.40

3.NUMBER OF SERVICES IN SYSTEM AT END OF YEAR					AVERAGE SERVICE LENGTH: 0		
MATERIAL	UNKNOWN	1" OR LESS	OVER 1" THRU 2"	OVER 2" THRU 4"	OVER 4" THRU 8"	OVER 8"	SYSTEM TOTALS
STEEL	0	2857	58	9	0	0	2924
DUCTILE IRON	0	0	0	0	0	0	0
COPPER	0	0	0	0	0	0	0
CASTWROUGHT IRON	0	0	0	0	0	0	0
PLASTIC PVC	0	0	0	0	0	0	0
PLASTIC PE	0	15877	1433	13	0	0	17323
PLASTIC ABS	0	0	0	0	0	0	0
PLASTIC OTHER	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0
TOTAL	0	18734	1491	22	0	0	20247

4.MILES OF MAIN AND NUMBER OF SERVICES BY DECADE OF INSTALLATION											
	UNKNOWN	PRE-1940	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2019	TOTAL
MILES OF MAIN	0	63	54	54	59	78	116	215	185	50.4	874.4
NUMBER OF SERVICES	0	1164	252	1680	2605	4017	2907	2304	4021	1287	20247

DETAILED SPECIFICATIONS

3. **SCOPE OF WORK.** The Awarded Bidder (Vendor) shall provide underground facility locating services for CGS. Locating services will include regular, emergency, and short notice work requests. The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Vendor's Bid Pricing. A copy of the proposed standard contract is included as Attachment A, Standard Contract.

A. REGULATIONS:

1. All services shall be performed to meet the requirements and intent of the Code of Federal Regulations (CFR) 49 Part 192.801, 192.803, 192.805, 192.807 and 192.809 relating to "Operator Qualification" in conformance with the intent of Federal Operator Qualification Regulations that is equal to and applicable to Clearwater Gas System's ASME B31Q Operator Qualification Plan.
2. All work shall be performed in accordance with the standards defined in accordance with Florida Statute 556, the Underground Facility Damage Prevention and Safety Act. (F.S. 556).

B. SERVICE REQUIREMENTS:

1. All Locate Ticket records are the property of Clearwater Gas System. CGS will notify Florida Sunshine State One Call ("Sunshine 811") of its engagement with the vendor. CGS shall pay ticket fees assessed by 'Sunshine 811' directly.
2. Vendor shall receive and record Locate Requests from both CGS and 'Sunshine 811' during normal business days and within normal business hours. Locate Requests may be issued to the vendor during non-business hours on an emergency basis only and must be approved by CGS, either in writing or email, prior to start of service.
3. Vendor must provide sufficient qualified staff, administrative capabilities, and field locating equipment to adequately perform the required locating services for CGS.
4. Vendor shall provide compatible two-way communication with existing or future communication systems between office, staff and 'Sunshine 811'.
5. For each Locate Request, vendor will review the CGS facilities maps, provided online and in paper copy format, to determine where conflicts exist between proposed excavation and CGS facilities and locate those areas in the timeframe (two full business days) per F.S. 556.
6. Vendor shall respond and complete a site visit for each Locate Request from 'Sunshine 811' to locate any and all facilities belonging to CGS that are included in the description on the Locate Request. Service shall be completed in the timeframe (two full business days) as specified by F.S. 556.
7. Vendor shall complete all Locate Requests within the timeframe per requirements of F.S. 556 (two full business days) and close out these Locate Requests by submitting the proper response to 'Sunshine 811'.
8. At the request of CGS, Vendor shall provide one free follow-up site visit, per each completed locate ticket, to verify locate with the excavator to ensure the safety and accuracy of the work performed.
9. Vendor shall use equipment capable of distinguishing CGS facilities from that of other underground utilities.

DETAILED SPECIFICATIONS

- 10. Vendor shall locate service lines, from the main to the meter location on private property, and other facilities in right of ways and easements in compliance with the most recent edition of the FL Department of Transportation Maintenance of Traffic (MOT) rules and regulations.
- 11. Vendor shall shovel or vacuum excavate pipelines and segments that are difficult to locate, repair broken wire segments, and install and maintain locate stations to complete locate tickets.
- 12. Vendor will use a marking medium such as: paint and/or flags. Colors are to be in accordance with state law and industry standards. Vendor is responsible for providing all marking material.
- 13. Vendor shall designate a single point of contact between Vendor and CGS to serve as a liaison for receipt of CGS facility maps. Vendor shall be responsible for requesting revised copies of CGS facility maps.
- 14. Vendor shall retain and safeguard CGS system maps and records. Maps and records shall not be disclosed to or made available to any entity without the expressed written consent of CGS.
- 15. Vendor shall contact CGS for assistance after having exhausted reasonable efforts to locate any identifiable, but un-locatable facilities, notify the Excavator of the presence of CGS's facilities and inform Excavator to suspend any digging activities until CGS personnel are on site. Obtain name, phone number and other pertinent information of Excavator person or persons notified of locates not being completed for any reason, whether responded to with Positive Response Codes (i.e. when Sunshine 811 ticket is closed concerning the status of locating an underground facility).
- 16. Notify CGS of any discrepancies or omissions in the records or other information provided to Vendor by CGS to the extent such discrepancies and omissions can be determined by Vendor. Vendor will draw simple as-builts when the main is found in a different location than CGS records depict.
- 17. Establish positive working relationships with other contractors and maintain clear communication channels to ensure the safety of the system and the public.
- 18. Gas locates shall include propane tanks and related underground piping systems. Allow CGS to back charge for locates passed-on that were accomplished with minimal effort. Vendor is responsible for any late ticket charges to Sunshine 811 and may be charged for any missed locate damages, pending investigation.

C. SERVICE TYPES:

- Regular Request: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days, per F.S. 556.
- Short Notice Request: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); and work completed within one (1) full business day.
- Emergency Request: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); respond to the location within two (2) hours and work completed within one (1) full business day.

DETAILED SPECIFICATIONS

D. WORK REQUIREMENTS: Per F.S. 566 Vendor shall respond within two full business days and shall include the following to complete the Locate Request Ticket:

1. Provide an all clear code to the positive response system when CGS does not have underground facilities within the excavation site.
2. Physically mark the excavation site per low-impact marking practices, (such as paint and flags), and update the positive response system in the Sunshine 811 website.
3. Contact the excavator to reschedule the locate. If the excavator's voicemail is reached, leave a message explaining the situation and your need to re-schedule. Enter positive response code 3F **only after** the excavator has been reached and the new schedule arranged.
4. Enter the appropriate positive response code when one of the above three are not true.
5. If underground utilities cannot be located, Vendor must provide the best information available at that time.

E. SERVICE HOURS:

1. Natural Gas Distribution Main and Service Line Locating Services shall be performed between the hours of 7:00 AM to 3:30 PM, Monday through Friday, with the following exceptions:
 - a. Major City Arterial Streets, including State Roads and County Roads: Work permitted between the hours of 9:00 AM – 3:00 PM, to include establishing the MOT for the project.
 - b. Right of ways, within 1000 feet of schools: No work is permitted during the hours when children are arriving or leaving school properties (beginning or ending of school days).
2. Vendor shall contact the City to obtain permission to conduct services on Saturdays and shall observe the same hours as listed above. No work shall be performed on Sundays.
3. Emergency locating services may be conducted upon approval by the City for any day or time, as needed. Vendor shall provide supplemental pricing for hourly rate for emergency services on the Bid Pricing pages.

F. WORK SCHEDULE:

1. The Vendor will adhere to a work schedule as specified in Section C, Service Types and Section E, Service Hours. Any schedule variation requested by either the City or the Vendor must be accepted by the other entity in writing.
2. The City intends for the work of this contract to impact the public as little as possible. The Vendor must provide the City with a written schedule (email is acceptable) of the services prior to the start of work to ensure that notification can be provided to any citizen who may be affected by services.

DETAILED SPECIFICATIONS

G. PERSONNEL REQUIREMENTS:

1. All work crews will be required to wear approved company uniform, use appropriate Personal Protection Equipment (PPE), abide by any and all company and OSHA (Occupational Safety and Health Act) safety standards, and behave in a well-mannered, orderly fashion while on the City properties.
2. Vendor shall conduct a safety briefing with employees each day prior to beginning operations.
3. The Vendor shall supply competent and physically capable employees and provide appropriate supervision to the work. All personnel will be skilled in the field in which they work; that is, no unskilled laborers will perform the work.
4. All equipment shall be in optimum operating conditions, free from oil and fluid leaks and properly maintained for safety of Vendor personnel, City personnel, and City residents.

H. TRAFFIC CONTROL AND PEDESTRIAN SAFETY:

1. The Vendor shall fully acquaint and comply with Maintenance of Traffic (MOT) safety requirements. If requested, the MOT plan must be submitted to and approved by the City prior to partial lane closure and commencement of the work. All necessary lane closures shall be approved by the City's Transportation and Parking Services a minimum of forty-eight (48) hours in advance of scheduled operations.
2. The Vendor shall coordinate maintenance operations in certain high pedestrian use areas and peak time periods with the City. The winter tourist season is generally not an acceptable time to close traffic lanes for maintenance. The City reserves the right to limit the hours of operation in certain high pedestrian use areas
3. Any and all proposed traffic control shall conform to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation Roadway and Traffic Design Standards, 2009 (600 Series) and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The Vendor shall use Index 627 whenever equipment is relocated or driven on existing open travel lanes.
4. For work to be completed within the right-of-ways, the Vendor shall set up Maintenance of Traffic (MOT) per FDOT specifications and shall have an MOT certified individual on site. If the Vendor does not have the MOT certified individual at the bid date he may utilize a contract agency performing the MOT; however, within thirty (30) days of contract award the Vendor must have an MOT certified individual on staff.
5. MOT services shall be provided by the Vendor for the duration of the contract and shall be included in unit pricing.

I. REPORTING:

1. The parties will mutually determine an appropriate set of periodic reports to be issued by the Vendor to the City in support of this contract.
2. The Vendor shall meet with the designated City representative, at a frequency determined by the City, to review the vendor's performance, work schedule, discuss issues, and/or address any related problems.

DETAILED SPECIFICATIONS

J. SPECIAL CONDITIONS:

1. All Bidders must submit proof of applicable licenses, with their bid submittal, and when requested thereafter.
2. The Vendors may be requested to provide a list of equipment to be used in the performance of the contract. Such equipment must be available for inspection by the City designee, prior to award of the contract or as requested during the contract term.
3. The Vendors may be required to provide a list (name and position) of employees it has assigned to provide the services on this contract to the City.
4. The Vendor will assist the City in reporting vandalism, graffiti, damage or public and private property in need of repair/refurbishing. For example, traffic or directory signs, structures, site furnishings, monuments, fences, lighting, utilities and paving.
5. The Vendor will be responsive to special conditions or unexpected problems that may occur during the course of the contract. The City expects the full cooperation and prompt response by the Vendor.

- K. ALL-INCLUSIVE PRICING:** Prices bid shall be inclusive of all labor, equipment, material, tools, incidentals and any other service or charge necessary to complete the project. There shall be no additional charges for mobilization, demobilization, equipment transport, fuel, fuel surcharges, disposal fees/increases, travel time, wait time, labor or insurance charges/increases, or any other charge not listed.

The all-inclusive parameters of a locate ticket (unit/ ticket), are as follows;

1. One (1) Sunshine 811 ticket can cover a linear distance of up to one mile on a street and up to 150 feet in either direction along crossing streets that are identified in the ticket.
2. One ticket can include up to five individual addresses as long as the linear distance from the first address to the last is one mile or less. For example, a single ticket can cover work being done at these addresses: 2000, 2003, 2004, 2006 and 2009 Main Street.
3. One locate ticket may cover an area of undeveloped land of no more than one square mile, provided that the boundaries of the undeveloped land area where the work is to be performed are described on the ticket. This ticket may also include work to be performed on any single street or right-of-way bordering the area of undeveloped land. Work to be performed on an additional bordering street or right-of-way requires a separate ticket.

Work exceeding the linear or numerical unit requirements outlined above will be billed for the initial hour and then in quarter hour (¼) hour increments.

CGS must approval any emergency or after hours requests prior to start of service.

L. MONITORING:

The Department's Contract Manager shall monitor the Contractor's performance in accordance with the terms and conditions set forth in this ITB and as defined in Florida Statutes and the Florida Administrative Code. To assist the Department in monitoring the resultant contract, the Contractor shall permit the Department to inspect its facilities, equipment, or data at any time during regular business hours at the discretion of the Department.

DETAILED SPECIFICATIONS

M. PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, AND CORRECTIVE ACTION PLANS:

Liquidated damages will be assessed for breach of any contract term or condition, including failure to meet defined performance standards. The Department's Contract Manager will monitor the Contractor's performance in accordance with the monitoring requirements of the Contract and may determine the level of sanction to be assessed based upon an evaluation of the severity of the deficiency. Failure by the Contractor to meet any contract term, including the established minimum performance standards, may result in the Department finding the Contractor to be out of compliance with the terms of the contract, and all remedies provided in the Contract and under law, shall become available to the Department. The Department reserves the right to impose liquidated damages in the amount of **\$1,000.00** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified and for failure to comply with the performance standard requirements as set forth in the resulting contract

- 4. MINIMUM QUALIFICATIONS.** Bidder shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. The Bidder shall be licensed and competent in the required discipline of locating gas mains, services and underground customer piping systems and related gas meter connections.
- A. Bidders shall have successfully completed two (2) contracts for similar work during the past three (3) years, in an amount comparable (within 25%) to the amount of the proposed bid total.
 - B. Bidder employees and CGS approved subcontractors must meet the requirements and intent of the Code of Federal Regulations (CFR) 49 Part 192.801, 192.803, 192.805, 192.807 and 192.809 relating to "Operator Qualification" (OQ) with mandatory knowledge, skill and abilities, training to be completed by March 1, 2016. OQ and all training documentation shall be furnished, via email, upon request. The Bidders's Operator Qualification Plan must also explain how their employees have the ability to identify and react to natural gas related Abnormal Operating Conditions that may be encountered while working on the gas pipeline facility. Contractor Employee Operator Qualification, Knowledge, Skill and Ability records will be kept for a five (5) year period. Failure to provide proof of Operator Qualification compliance, and successful maintenance will disqualify the bidder from performance of the awarded bid. Training records shall be made available to CGS for auditing.
 - C. The Bidder agrees that it has in place, or will implement a Drug and Alcohol Training and Testing Program for their employees that comply with the requirements of the United States Department of Transportation, Title 49, Pipeline Safety Regulations, Part 199. The awarded bidder will furnish quarterly statistical reports to CGS's Operations Manager, or designee, to show active compliance.
 - D. Vendor must attest to the Certification regarding Scrutinized Companies List, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), Florida Statutes. The Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

DETAILED SPECIFICATIONS

5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Purchasing Department, ITB # 15-16
P.O. Box 4748
Clearwater, FL 33758-4748**

DETAILED SPECIFICATIONS

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** April 2016 through March 2017.
If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **CONTRACT.** The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Awarded Vendor's Bid Pricing. A copy of the proposed standard contract containing all requirements is included as Attachment A, Standard Contract. The prospective vendor should closely review the requirements contained in the proposed standard contract. Modifications proposed by the prospective vendor may not be considered. This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful vendor's response shall be incorporated by reference in the final contract document.

3. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.
One (1), two (2) year renewal possible at the City's option.

5. **PRICES.** All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.
 - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
 - b. During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the **Producer Price Index for Non-Residential Construction Trades**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
 - c. No fuel surcharges will be accepted.

RESPONSE ELEMENTS

1. **BID SUBMISSION** – Submit in a sealed container:
 - one (1) signed original bid,
 - one (1) copy of the bid, and
 - one (1) copy in a digital format on a CD or flash drive.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation’s Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
 - Bid security included (page 2, paragraph i6)
 - Original and proper number of copies with electronic format included
 - Bid container properly labeled
 - Bid Pricing form completed and included
 - W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - Exceptions/Additional Materials/Addenda form completed and included
 - Vendor Information forms (references, qualifications) completed and included
 - Offer Certification form completed and included
 - Scrutinized Companies and Business Operations with Cuba and Syria Certification Form

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Natural Gas Distribution Main and Service Line Locating Services** to the City of Clearwater at the price(s) stated below.

Item No.	TYPE OF LOCATE TICKET	Unit Price	Unit of Measure	Estimated Annual Quantity	Total Price
REGULAR REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days, per F.S. 556.					
1	Regular Request ticket received from Florida Sunshine (including all ticket revisions and updates); it is estimated that 9,000 tickets will require field visit	\$ 8.93	Per Ticket	40,000	\$ 357,200.00
SHORT NOTICE REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within one (1) full business day.					
2	Short Notice Request ticket received from Florida Sunshine (including all ticket revisions and updates); it is estimated that 100 tickets will require field visit	\$ 8.93	Per Ticket	500	\$ 4,465.00
EMERGENCY REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); respond to the location within two (2) hours; and work completed within one (1) full business day.					
3	Emergency Request ticket received from Florida Sunshine (including all ticket revisions and updates); it is estimated that 200 tickets will require field visit	\$ 8.93	Per Ticket	1,700	\$ 15,181.00

OTHER SERVICES			
4	Hourly Rate for other services – minimum 1 hour charge (i.e. Work exceeding linear or numerical unit requirements and other services outside of the locate ticket scope of work)	\$ 44.00	Per Initial Hour
5	Quarter Hour Rate for other services (after initial hour)	\$ 11.00	Per Quarter Hour

Will you accept a procurement card at time of purchase? Yes No

Will you accept ePay for invoices over \$2,500? Yes No

Vendor Name Heath Consultants Incorporated

Date: 2/11/16

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.

No exceptions

Exceptions taken (describe--attach additional pages if needed)

[Standard Terms and Conditions, Pg. 10, S.20](#) - Termination for Convenience: Heath would like to request mutual language in the paragraph. Example: "The City and the Contractor reserve the right to terminate this agreement..."

[Standard Terms and Conditions, Pg. 11, S.25](#) - Indemnification: Heath would like to request consideration of Mutual Indemnification language. A sample is attached behind this page.

[Standard Terms and Conditions, Pg. 15, S.41](#) - Notices: Heath would like to include email notifications. Sample language: "...(ii) sent via certified mail, registered mail, or email [...] If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof."

Additional Materials submitted (mark one):

No additional materials have been included with this bid

Additional Materials attached (describe--attach additional pages if needed)

Addenda

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.myclearwater.com/apps20/cityprojects/invitationto bid.aspx/ prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt
1	

Vendor Name Heath Consultants Incorporated

Date: 02/11/16

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ -

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS # _____

Remit to Address (if different than above):

Order from Address (if different from above):

Address: _____

Address: _____

City: _____ State: ____ Zip: _____

City: _____ State: __ Zip: _____

Contact for Questions about this bid:

Name: _____

Fax: _____

Phone: _____

E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____

Fax: _____

Phone: _____

E-Mail Address: _____

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

REFERENCES

Instructions: The bidder shall submit a minimum of two (2) customer references for which the vendor has recently performed similar services. Additional pages may be added, if needed.

Complete and return with bid submittal.

Reference # 1

Project Name:		Contract Value:	
Date Began:		Date Completed:	
Address			
City / State / Zip			
Contact Person:		Email:	
Phone:		Fax:	
Notes:			

Reference # 2

Project Name:		Contract Value:	
Date Began:		Date Completed:	
Address			
City / State / Zip			
Contact Person:		Email:	
Phone:		Fax:	
Notes:			

Vendor Name _____

Date: _____

VENDOR INFORMATION

QUALIFICATIONS

Instructions: The bidder shall indicate certified staff, as required, below. Additional pages may be added, if needed. Awarded vendor(s) will be required to provide proof of all certifications throughout the contract term.

Complete and return with bid submittal.

Operator Qualification Information: List the Operator Qualification Trainer / Program who will perform or is responsible for direct supervision of the program, minimum one (1).

<u>Name</u>	<u>Certification No.</u>	<u>Date of Certification</u>

Maintenance of Traffic Requirement: List the Certified Maintenance of Traffic instructor who will be responsible for MOT requirements services performed within right-of-ways, minimum one (1).

<u>Name</u>	<u>MOT Certification No.</u>	<u>Date of Certification</u>

Vendor Name _____

Date: _____

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA
CERTIFICATION FORM**

PER DETAILED SPECIFICATIONS, ITEM 4, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) _____ (title) of _____ (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name
My Commission Expires: _____

NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Clearwater agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Heath Consultants Incorporated

Signature: 

Printed Name: Gary Lape

Title: VP Operations

Date: February 11, 2016

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED BID

Submitted by: Company Name:
Address:
City, State, Zip:

ITB # 07-16, Natural Gas Distribution Main and Service Line Locating
Due Date: February 18, 2016, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
PO Box 4748
Clearwater, FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED BID

Submitted by: Company Name:
Address:
City, State, Zip:

ITB # 07-16, Natural Gas Distribution Main and Service Line Locating
Due Date: February 18, 2016, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
100 S. Myrtle Ave., 3rd Floor
Clearwater, FL 33756-5520

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----



Exhibit B Proposal

A Certified Woman Owned Business

Heath Consultants Incorporated

January 20, 2016

Alyce Bengel, CPPO, C.P.M.
City of Clearwater
Purchasing
100 S. Myrtle Ave.
Clearwater, FL 33756-5520

RE: Natural Gas Distribution Main and Service Line Locating ITB # 07-16

To Ms. Bengel:

Heath Consultants Incorporated is pleased to submit the following proposal for the City of Clearwater's 2016 Service Line Locating.

This technical proposal contains specific information about our operations so our clients can determine the value of our service. Heath is committed to providing high quality service to our clients at a competitive price.

Please note that all Bid Bond and Insurance documents are in the proposal for your convenience.

Thank you for the opportunity to submit this proposal. If you have any questions or choose to contract our services, feel free to contact our offices at 713-844-1300 or me directly at 713-844-1303.

Sincerely,
HEATH CONSULTANTS INCORPORATED

A handwritten signature in blue ink that reads "Gary Lape". The signature is stylized and cursive.

Gary Lape
Vice President of Operations

cc: Paul D. Wehnert
Pam Mickel
Jessie Spires
William Luttrell
File



City of Clearwater

ITB #07-16

Natural Gas Distribution Main and Service Line Locating

Due: January 22, 2016-10am



COPY

HEATH CONSULTANTS
INCORPORATED
1-800-HEATH-US
www.heathus.com



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SECTION ONE
STATEMENT OF QUALIFICATIONS

STATEMENT OF QUALIFICATIONS

Heath Consultants Incorporated (Heath) was founded in 1933, since that time we have been committed to continually improving our field techniques with an in-house training department focused on providing the best field training in the industry for our technicians. Heath is recognized as the premier world class provider of services to the utility protection markets. We have extensive experience in the natural gas industry providing services related specifically to underground natural gas systems.

Heath provides accurate, on-time utility locating to protect your underground infrastructure from third party damages. We serve a variety of industries including gas, electric, telephone, water and cable throughout the United States.

Our services include full project management including electronic ticket receiving and utility verification. Heath has the ability to receive One Call tickets directly, eliminating your labor costs of processing the tickets. Utility verification is one of the most crucial tools in preventing utility damage therefore Heath provides a source of knowledge to accurately update your mapping database.



Heath's Services Business Unit (SBU) concentrates on underground utility locating, natural gas leak detection, full engineered corrosion services and meter services with direct Project Management. Our extensive experience, local presence and dedicated regional recruiters allow us to meet project coordination, scheduling needs and staffing requirements. Currently, we employ approximately 1,200 technicians in the United States who specialize in the utility services industry.

Heath strives to maintain a positive and respectable employee image for both our clients and us. All employees are given employee photo ID cards. These are replaced when they begin to show signs of wear.



All Heath vehicles have logos on both doors and an 800 number on the back asking, "How is my driving?" with the unit number. The equipment provided to our technicians is the most technologically advanced equipment on the market today, if necessary we will employ a number of instruments and methods to ensure the most accurate locate to our clients.

ASSOCIATIONS

Heath Consultants Incorporated has active memberships in all the associations listed below. Our employees serve as Board and/or Committee Members where indicated.

Association	Membership, Board & Committee Information	Provide Training	# of Individual Memberships	Company Membership
1. Alabama Natural Gas Association	Mike Koby		2	X
2. American Gas Association	Paul D. Wehnert – Distribution Operations & Maintenance Committee (DCM); World Gas Conference 2018 Task Force for Operations Engineering and Service Associates Committee; World Gas 2018 Organizing Committee Jim Rutherford – Distribution Measurement & Maintenance Gerald V. Sims – Corrosion Committee, Operations Engineering and Service Associates Committee			X
3. American Public Gas Association	Gerald V. Sims			X
4. Arkansas Gas Association	Mike Koby	X	1	X
5. Carolina Public Gas Association	Adam Hooper			X
6. Energy Association of Pennsylvania	George Lomax, Ken Cowher		2	
7. Florida Natural Gas Association	Adam Hooper		1	X
8. Gas Piping Technology Committee	George Lomax – Manufacturers Division; Operations & Maintenance Subcommittee; Damage Prevention/Emergency Response Subcommittee Jim Rutherford – Damage Prevention/Emergency Response Subcommittee		2	
9. Gas Technology Institute	Paul D. Wehnert – Task Force Member			X
10. Georgia Municipal Association	Adam Hooper		1	
11. Guild of Ancient Suppliers	Paul D. Wehnert – Past Mayor (District #3) Gerald V. Sims – District #3 George Lomax – District #7 Milton Heath III – District #3 Roy Montemarano – District #3		6	
12. Gulf Coast Measurement Society	Paul D. Wehnert	X	2	
13. Houston Pipeliner's Association	Paul D. Wehnert Milton Heath, III Gerald V. Sims		3	

Association	Membership, Board & Committee Information	Provide Training	# of Individual Memberships	Company Membership
14. Illinois Municipal Utilities Association	Drew Yando		1	X
15. International Gas Union (IGU)	Paul D. Wehnert – WOC4 Distribution Committee Member			
16. Interstate Natural Gas Association of America	Paul D. Wehnert, Milton W. Heath, III	X	1	
17. Iowa Association of Municipal Utilities	Drew Yando	X		X
18. Kentucky Gas Association	Mike Koby – Board of Directors, Education Committee	X		X
19. Louisiana Gas Association	Robert Botello – Damage Prevention Committee, Board of Directors		1	X
20. Middle Tennessee Gas Distributor Association	Mike Koby		1	
21. Midwest Energy Association	Drew Yando - Associates Advisory Committee	X	1	X
22. Mississippi Natural Gas Association	Mike Koby		1	X
23. Missouri Association of Natural Gas Operators	Mike Koby		1	X
24. Northeast Gas Association	George Lomax Ken Cowher Eric Six – Customer Service Committee	X	3	X
25. Ohio Gas Association	Eric Six – Board Member	X	1	
26. Oklahoma Gas Association	Robert Botello – Board of Directors		1	X
27. Southern Gas Association	Paul D. Wehnert – Board or Directors, Chairman Associates Committee Gerald V. Sims – Associate Member Committee	X	5	X
28. Tennessee Gas Association	Mike Koby – D&O Committee, Affiliate Committee, Membership Committee		2	X
29. Texas Gas Association	Paul D. Wehnert – Member (Past Treasurer and Board of Director) Gerald Sims – Board Member Robert Botello – Education Committee	X	3	X
30. West Tennessee Gas Association	Mike Koby		2	
31. Western Energy Institute	Patrick Jacobs – Executive Planning Committee, Service Company Committee		1	X

VENDOR INFORMATION

REFERENCES

Instructions: The bidder shall submit a minimum of two (2) customer references for which the vendor has recently performed similar services. Additional pages may be added, if needed.

Complete and return with bid submittal.

Reference # 1

Project Name:	Atmos Energy		Contract Value:	\$2,600,000.00
Date Began:	2009		Date Completed:	Current
Address	P.O. Box 650205			
City / State / Zip	Dallas, TX 75265			
Contact Person:	Pete Pedersen	Email:	peter.pedersen@atmosenergy.com	
Phone:	214-206-2791	Fax:		
Notes:	Heath does locating for Atmos in Mississippi, Tennessee, and Kentucky. We also have leak survey contracts with them.			

Reference # 2

Project Name:	Florida Public Utilities		Contract Value:	\$2,000,000.00
Date Began:	2014		Date Completed:	Current
Address	404 S. Dixie Highway			
City / State / Zip	West Palm Beach , FL 33401			
Contact Person:	Doug Moreland	Email:	dmoreland@fpuc.com	
Phone:	561-838-1827	Fax:		
Notes:	Heath also carries leak survey contracts with FPU.			

Vendor Name Heath Consultants Incorporated

Date: 1/15/16



SECTION TWO
DAMAGE PREVENTION
REFERENCES

DAMAGE PREVENTION REFERENCES

ATMOS ENERGY

Pete Pedersen
P.O. Box 650205
Dallas, TX 75265
(214) 206-2791
peter.pedersen@atmosenergy.com

FLORIDA PUBLIC UTILITIES

Doug Moreland – Operations Manager
404 S. Dixie Highway
West Palm Beach, FL 33401
(561) 838-1827
dmoreland@fpuc.com

MIDDLE TENNESSEE GAS

Ed Kelley – Vice President
1036 West Broad Street
Smithville, TN 37166
(615) 597-4300
ekelley@mtng.com



SECTION THREE
FULL PROJECT COORDINATION
& ADDITIONAL SERVICES

FULL PROJECT COORDINATION

Heath Consultants Incorporated's damage prevention services are designed to fit your specific needs. Our service includes full project coordination with an emphasis on customer communication.

Damage Prevention

Heath provides accurate, on-time utility locating to protect your underground infrastructure from third party damages. Our services include full project management including electronic ticket receiving and utility verification. Heath has the ability to receive One Call tickets directly, eliminating your labor costs of processing the tickets. Utility verification is one of the most crucial tools in preventing utility damage therefore Heath provides a source of knowledge to accurately update your mapping database.

Underground mark-out services include:

- Underground Locating Services
- DOT 192.614 Damage Prevention Program
- Sign and Marker Replacement
- Sub-Surface Engineering
- Field Audit and Complaint Verification
- Damage and Claims Management
- Ticket Management
- Training Programs

Safety

Safety is a key element with all the employees and management at Heath. We use the Bill Sims Company/Award of Excellence (Recognition Program) to enhance our safety message at Heath. Our program is designed around a positive behavior reinforcement system. We encourage employees to look for ways to improve not only their working environment but to think safety 24/7 and we reward this positive attitude immediately. Heath has dedicated safety coordinators across the country along with a safety committee at the corporate office.

In addition to the Recognition Program we also utilize the Smith System® for our fleet vehicle drivers. The Smith System is the leading provider of collision avoidance driver training. Their instructors continue to study and master techniques that are essential to understanding driver behavior. With a focus on collision prevention through hands-on training, the program concepts help fleet drivers to see, think and react to driving challenges no matter where they drive or what type of vehicle they operate.

Supervision

Heath provides experienced supervisors to oversee daily operation, maintain communication with you - the client, conduct field assessments of the technicians' job performance and conduct quality control inspections of field personnel.

Staffing and Training

Heath maintains full time area recruiters and a dedicated field training department. All employees must complete classroom and field training plus Operator Qualification testing.

Company Vehicles

Heath technicians are required to participate in the Smith Driving System program before they are allowed company vehicles. The Smith System® is the leading provider of collision avoidance driver training. Their

instructors continue to study and master techniques that are essential to understanding driver behavior. With a focus on collision prevention through hands-on training, the program concepts help fleet drivers to see, think and react to driving challenges no matter where they drive or what type of vehicle they operate.

Our Technicians drive easily identified late model company vehicles. We take pride in presenting a professional image to your customers, on your behalf.

Quality Assurance

Regular on site evaluations are done with the Field Technician to assess a number of areas such as knowledge of line locating procedures, client relations, equipment calibration and vehicle maintenance.

Quality Control

Re-surveys are done on portions of a Field Technician's work. The re-survey confirms that all detectable facilities have been located appropriately and within the compliance dates. The results are then reviewed with the Field Technician.

Customer Satisfaction Surveys

Heath's corporate office periodically conducts customer satisfaction surveys which provide a means for customers to directly evaluate our performance and provide us with feedback on our overall operation.

The surveys are sent to customers within the organization that deal with projects and our employees on a first-hand basis. When the results have been tabulated Heath can then determine the areas of operation where we are strong and where there is room for improvement.

Drug and Alcohol

Heath Consultants follows the drug and alcohol testing requirements outlined by the Department of Transportation.

Employee Well Being

Heath's technicians are full time employees with benefits including medical, dental, 401K, accident insurance, voluntary benefits and more.

One Call Center Interfacing

Heath has the ability to receive One Call tickets directly, eliminating your labor costs of processing the tickets.

Positive Response

Heath provides an automated positive response directly from our ticket management system to the appropriate one-call center. A response is issued immediately on completion of the locate for each of the parties on the ticket for which we are responsible. The positive response is provided in whatever format and via whatever transfer mechanism has been requested by the one-call center. The positive response will be repeated until an acknowledgement message has been received from the one-call center.

ADDITIONAL HEATH SERVICES

Heath Consultants Incorporated also offers a wide variety of services to the utility industry, including but not limited to the following:

Gas Leakage Survey

Heath offers portable and mobile surveys to the midstream, upstream and downstream marketplaces. We also offer advanced leak screening services for the detection of greenhouse gas emissions (GHG). Since our inception we have committed to continually improving our field techniques with an in-house training department focused on providing the best field training in the industry to our technicians.

Meter Reading & Data Collection Services

Heath utilizes the latest handheld devices and data collection software to accurately manage our clients meter data. Heath has a qualified and experienced management team that provides strong direction that focuses on customer service and satisfaction. We have an excellent track record with utilities throughout the United States.

Meter Maintenance, Installation & Replacement

Heath technicians inspect meters for signs of atmospheric corrosion, verify meter numbers, check seals and other items that need auditing. Meter audit and change-out services ensure utilities are capturing the maximum revenue per meter installed. Depending on our client's needs, Heath can design a maintenance, installation and meter change-out program that fits your specifications including the transition to and installation of AMR/AMI ERT devices.

Instrument Repair

The experienced staff at Heath will keep your field instruments in prime condition. We repair all heath products, manufactured and distributed. We also repair most competitor combustible gas indicators, multi-function gas detectors, flame ionization detectors, odor analysis equipment, mobile units, and pipe, cable and valve locators. We have repair facilities conveniently located across the United States.

Training

Heath is able to provide the utility industry with the highest quality of training provided by dedicated professionals. We can offer "hands on" field training and testing can be performed in conjunction with either classes or field training in order to meet company, state or federal requirements. Leakage Program Management, First Response, Gas Leak Pinpointing, and Utility Locating are just a few of the courses offered.



Certificate of Completion

Awarded to

Brian Persenaire

For Successful Completion of

OQ/HCI How to Conduct Skill Performance Evaluations

September 24th, 2013

A handwritten signature in black ink, appearing to read "Kevin Krisko", written over a horizontal line.

Kevin Krisko – Instructor

Brian Persenaire

VENDOR INFORMATION

QUALIFICATIONS

Instructions: The bidder shall indicate certified staff, as required, below. Additional pages may be added, if needed. Awarded vendor(s) will be required to provide proof of all certifications throughout the contract term.

Complete and return with bid submittal.

Operator Qualification Information: List the Operator Qualification Trainer / Program who will perform or is responsible for direct supervision of the program, minimum one (1).

<u>Name</u>	<u>Certification No.</u>	<u>Date of Certification</u>
Brian Personaire	Certificate attached	9/24/13

Maintenance of Traffic Requirement: List the Certified Maintenance of Traffic instructor who will be responsible for MOT requirements services performed within right-of-ways, minimum one (1).

<u>Name</u>	<u>MOT Certification No.</u>	<u>Date of Certification</u>

Vendor Name Heath Consultants Incorporated

Date: 1/15/16



SECTION FOUR
TRAINING PROGRAM &
OPERATOR QUALIFICATION PLAN

TRAINING PROGRAM



In compliance with the Operator Qualification Rule and DOT Regulations Heath's training protocol varies as to the types of services being provided. Based upon the function that a technician is hired to perform technicians will receive varying degrees of the following training:

- Up to forty hour classroom
- Up to six weeks field training
- Possible qualification test(s)

Quality Assurance Program

- Tagging program
- Survey audit
- On site supervision - Monthly, quarterly and annual review process

Refresher Training

Heath Consultants Incorporated maintains both a full time recruiter and education training and development manager to maintain a reservoir of qualified and trained technicians prepared to meet and exceed client expectations.

OPERATOR QUALIFICATION PLAN

Purpose: The purpose of this plan outlines the process Heath Consultants Incorporated (hereto fore referred to as the "company") utilizes to comply with 49 CFR 192 "Operator Qualification" (OQ Rule). The effective date of this written plan is April 27, 2001.

1. Definitions

1.1. Abnormal operating conditions – defined in 49 CFR 192.803 as a condition that indicates a malfunction of a component or deviation from normal operations that may indicate a condition exceeding design limits or result in a hazard(s) to persons or the environment.

1.2. Evaluation – defined in 49 CFR 192.803 as a process established by the company to determine an individual's ability to performed a covered task by any of the following methods:

- 1.2.1. Written examination
- 1.2.2. Oral examination
- 1.2.3. Work performance history review
- 1.2.4. Direct observation during the job
- 1.2.5. Performance on the job
- 1.2.6. On the job training
- 1.2.7. Simulations

1.2.8. Other forms of assessment

- 1.3. **Integrity** – the pipelines ability to operate safely and to withstand stresses imposed during operations.
- 1.4. **Qualified** – defined in 49 CFR 192.803 as an individual who has been evaluated and can perform assigned covered tasks and can recognize and react to abnormal operating conditions encountered on the job.
- 1.5. **Transitional** – qualification completed by October 28, 2002 of individuals who have been performing a covered task on a regular basis prior to August 27, 1999 (and have continued to do so).
- 1.6. **Pipeline facility** – defined in 49 CFR 192.3 as new and existing pipeline, rights-of-way, and any equipment, facility, or building used in the transportation of gas or in the treatment of gas during the course of transportation.
- 1.7. **Covered task** – defined in 49 CFR 192.803(a) as an activity identified by the company as meeting all of the following: (**Four – part rule**)
 - 1.7.1. The activity is performed on the pipeline facility.
 - 1.7.2. Is an operations and maintenance task.
 - 1.7.3. Is performed as a requirement of 49 CFR 192.
 - 1.7.4. Affects the operation or integrity of the pipeline.

2. Identification of covered tasks – 49 CFR 192.805(a)

- 2.1. This program includes a list of performed covered task(s) identified by the company using criteria set forth in the OQ Rule and as shown in 1.7 above. Regulatory Agencies and Operators, the company provides service for, can request amendments to the list. (Amendment 1)

3. Evaluations – 49 CFR 192.805(b)

- 3.1. Company personnel currently performing “covered tasks” on the Implementation Date of the OQ Rule (August 27, 1999) qualify under “Transitional” clause or “Work History” **Note:** “Work History” will not be used as the sole evaluation method after October 28, 2002.
- 3.2. Any person not previously qualified shall qualify according to guidelines set forth in the company’s training and development programs. The program(s) involving “covered tasks” includes at least one method of evaluation described in the OQ Rule and as shown in 1.2 above.
- 3.3. Evaluation methods and evaluators include management designated internal personnel and materials, approved outside resources, and Operators we provide service for; along with Regulatory Agencies’ recommendations.

4. Non-Qualified Individuals – 49 CFR 192.805(c)

- 4.1. Non-Qualified individuals can perform covered tasks only under direct supervision of a qualified person(s) of the company or operator. The qualified person assumes responsibility, ensuring safe performance of covered task: including being in position to take **immediate** corrective action in necessary.

5. Evaluations Following Incidents – 49 CFR 192.805(d)

- 5.1. If determined by the company, Operator or Regulatory Agency, qualified person(s) contributed to an incident involving a covered task, the company ensures involved person(s) will no longer perform covered tasks without direct supervision until evaluated and deemed qualified by company and or Operator.
- 5.2. If company or Operator reasonably deems person(s) is no longer qualified to perform covered task, identified person(s) may no longer perform covered task without direct supervision until evaluated and qualified by company and or Operator.

6. Evaluations Related to Performance – 49 CFR 192.805(e)

- 6.1. The company or Operator requires an individual to be evaluated if there is reason to believe that the individual is no longer qualified to perform a covered task. This could occur if the individual displays unsatisfactory performance of the task or there is any reason to believe the individual can no longer perform the covered task in a qualified manner.
- 6.2. If the company or Operator has reason to believe that an individual is no longer qualified to perform a task due to unsatisfactory performance or any other reason, the individual's status will be revised to non-qualified, and will be restricted from independently performing the covered task until evaluated and qualified in accordance to 1.2 above.
- 6.3. The company will be responsible for determining if an individual is no longer qualified to perform a covered task due to unsatisfactory performance or other reasons and will ensure that the individual is evaluated and qualified before resuming performance of the covered task. Evaluation methods and evaluators include management designated internal personnel and materials, approved outside resources, and Operators we provide service for: along with Regulatory Agencies' recommendations.

7. Communication of Changes – 49 CFR 192.805(f)

- 7.1. The company realizes the constant changes in the industry impacting the performance of covered tasks. These changes shall be communicated to the qualified personnel in the most efficient and effective manner available to the company. Channels of communication include, but are not limited to: redesign of internal program(s) and material including evaluation if necessary, written bulletins, electronic generated notices, amendments to the OQ Plan, and/or recommendations from Regulatory Agencies or Operators.

8. Evaluation Intervals – 49 CFR 192.805(g)

- 8.1.** All personnel performing covered tasks and participating in the company's quality program shall subsequently re-qualify no later than the end of the third calendar year since their last recorded qualification. The evaluation shall include at least one of the methods described in 1.2 above. Any person(s) who has not performed a specific covered task during a rolling twelve month period, must qualify before performing specific task; evaluation to include at least one method indicated in 1.2 above.

9. Record Keeping – 49 CFR 192.807

- 9.1.** The company will provide documentation of qualified personnel including identification of the person, covered task qualified to perform, date of qualification and method of evaluation.
- 9.2.** The company shall maintain these records for no less than a five-year period following the last qualification date of each person, including person(s) leaving the company.
- 9.3.** This information is available to Regulatory Agencies and Operators having a vested interest.
- 9.4.** The current method of maintaining records are electronic data and hard copy: at corporate headquarters and regional locations. Programs and locations may change as technology improves.

10. Implementation – 49 CFR 192

The company complies with the dates and requirements stated in the OQ Rule. (Work History cutoff date, August 27, 1999; Effective date of the rule, October 26, 1999; Publication date of written plan, April 27, 2001; Date after which all persons performing covered tasks are qualified under this plan, October 28, 2002.)

Covered Task List

1. Leak Survey

- 1.1. Perform leakage surveys: Transmission lines – 49 CFR 192.706
- 1.2. Perform leakage surveys: Distribution lines – 49 CFR 192.723

2. Patrolling

- 2.1. Patrolling transmission lines – 49 CFR 192.705
- 2.2. Patrolling distribution lines – 49 CFR 192.721

3. Line Locating

- 3.1. Locate and temporarily mark buried pipelines in an excavation area – 49 CFR 192.614(c)(5)
- 3.2. Standby for prevention of damage to pipelines – 49 CFR 192.614(c)(6)

4. Corrosion Control

- 4.1. Monitor/test for cathodic protection – 49 CFR 192.465(a)
- 4.2. Monitor/test for atmospheric corrosion – 49 CFR 192.481

5. Valve Maintenance

- 5.1. Operate valve to discontinue service to a customer – 49 CFR 192.727(d)
- 5.2. Inspect/maintain distribution valves – 49 CFR 192.747



Pre-Productive Field Test

Date: _____

Locator's Name: _____

YES

NO

N/A

SAFETY

Does locator know what confined space is?

Does locator know our confined space policy?

Does locator know to wear safety vest and face oncoming traffic when working in or near roadway?

Does locator know to stay away from blowing gas and not to use electronic equipment or telephones near blowing gas?

Does locator know the flammable limits of natural gas?

Does locator know to wear hard hat in construction areas?

PAPERWORK

Does locator know how to fill out log sheets properly?

Does locator know how to fill out time sheets properly?

Does locator know how to communicate with Contractor and document?

Does locator know how to fill out tickets properly?

PROCEDURES

YES

NO

N/A

Does locator know proper marking procedures for the following:

Paint

Flags

Offset

Safe Dig

Does locator know proper grounding procedures?

Does locator know the procedures for an emergency locate?

LOCATING

Does locator know how to hook up conductively?

Does locator know how to use the inductive clamp?

Does the locator know how and when to locate inductively?

How?

When?

Does locator know not to ground over other utilities?

Does locator know how to read tickets and determine locate area?

Does locator know how to take pictures and document pictures properly?

	<u>YES</u>	<u>NO</u>	<u>N/A</u>
Does locator know to look for services crossing road when work is in roadway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does locator know how to spot valve and manholes, test stations, pedestals, reg stations, transformers, etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does locator know where gas lines are insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can locator identify an anode less riser?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can locator read utility mapping for the following:			
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CATV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EQUIPMENT

Can locator properly change batteries in all equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the locator know the proper operation of the following:			
LS-800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LS-990	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LS-300	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sure-Lock 8.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YES **NO** **N/A**

Sure-Lock 81		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sure-Lock 480		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50-60 cycles		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pipe Horn		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ball Locator		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PAINT

Does locator know the utility paint color codes?

Electric	Red	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	Orange	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	Yellow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	Green	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	Blue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CATV	Orange/Purple	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VEHICLE

Does locator know when and how to check oil in truck?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does locator know when to have oil in truck changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does locator know how to use the Wright Express Card?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What is your Write Express pin number?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



SECTION FIVE
QUALITY ASSURANCE PROGRAM

QUALITY ASSURANCE PROGRAM

The Quality Assurance Program was developed to help reduce the frequency of damages incurred by underground facilities. Each of Heath Consultants Incorporated Damage Prevention Division's locating projects is staffed with a Q.A. leader. It is this person's responsibility to assure that all field personnel are following proper locating procedures. This is accomplished by performing field audits and on sight training.

The purpose of these audits is to help prevent the same situation from occurring again. The frequency of the audits will be determined by specs included in specific project contracts or if none are included, by Divisional, Field Services and Quality Assurance Managers. Along with verifying the accuracy of locates the Q.A. leader will also check for proper and accurate documentation of all field paperwork.

The Quality Assurance Leaders will also monitor all training being done on their specific projects. All locators must pass both a written and a field test before they are allowed to complete one-call tickets on their own.

All of the information collected by the Q.A. Leader is sent to the Q.A. Manager, who then completes the monthly reports. These reports are then sent to the specific customer contacts and the project managers for further follow up with their field supervisors.

The members of the Quality Assurance Department are not responsible for the profit/loss of the projects; however, they must be mindful of productivity, efficiency and cost when reviewing field technicians and project operations. Their quality assurance efforts provide key support to the Project Managers in their efforts to provide a quality service in a profitable manner.

In addition to Quality Assurance Audits, the QA Team is responsible for the tracking and maintenance of Damages. In a perfect world, damages would not occur; unfortunately it is an every day part of life in this industry. Our best efforts must be made to eliminate "at-fault" damages and educate the excavators in the process. Overseeing and auditing damages will help us develop and efficient operation with a minimized liability.

RISK ASSESSMENT / QUALITY EVALUATION

Procedure

A supervisor physically walks with the field technician on a regularly scheduled basis to observe performance.

Schedule

All field technicians are evaluated once per month.

Evaluation

Field technicians are evaluated for personal, public and client relations, ability, knowledge of leak survey procedures, properties of natural gas, equipment calibration and vehicle maintenance.

Summary

A conclusion is drawn and follow-up improvement goals are set with the employee. The information is then documented on the "Risk Assessment / Quality Assurance forms".



Heath Consultants Incorporated
Risk Assessment Form

Employee Name: _____ Employee Number: _____ Date: _____ Start/End Time: _____ / _____
 Division & Project: _____ / _____ Weather Conditions: Fair ___ Rain ___ Wet ___ Ice ___ Snow ___ AOE Pin# _____

STEP #1 Evaluation: The person conducting the risk assessment will observe the technician for 30 minutes to see the hazards encountered. The auditor will note those hazards below.

STEP #2 Coaching: For the next 30 minutes the auditor will coach the technician on hazard awareness. The auditor will draw attention to the hazards the technician encounters and how to avoid them.

STEP #3 Recognize and React: For the next 30 minutes the technician will verbally point out the hazards encountered and react in a safe manner. The auditor will check those hazards below.

	[STEP # 1]				[STEP # 3]				
	SAFE		AT RISK		RECOGNIZE & REACT				
Walking:									
Snow/Ice									_____
Loose Gravel/Dirt									_____
Wet Grass/Mud									_____
Overgrown Vegetation									_____
Poison Ivy/Oak/Sumac									_____
Surface Transition									_____
Change in Elevation									_____
Holes									_____
Debris [boards, nails, etc.]									_____
Tripping Hazards									_____
Fences									_____
Poor Visibility									_____
Vehicular Traffic									_____
Hand Tools									_____
Lifting									_____
Other:									_____
Inside Survey:									
Basement/Attic Debris									_____
Stairs/Ladders									_____
Low Ceilings									_____
Other:									_____
Animal/Insects:									
Dogs									_____
Bees									_____
Tick/Fleas									_____
Ants									_____
Snakes									_____
Spiders									_____
Livestock									_____
Other:									_____
Driving:									
Did the Technician:									
Look ahead 15 Seconds									_____
4 Second Following Distance									_____
Scan a mirror 5 to 8 Seconds									_____
Move Eyes Every 2 Seconds									_____
Surround Vehicle with Space									_____
Seek Eye Contact									_____
Avoid Backing if Possible									_____
Backing Slowly									_____
Backing Upon Arrival									_____
G.O.A.L.-Get out and look									_____
Drive Distracted									_____
Drivers License Check									_____

NOTE: At Risk Behavior. Use back of page if necessary.

SIGNATURE: I, _____ will continue to abate the hazards using today's assessment as an example.

Auditor (print name): _____

SIGNATURE: Auditor: _____

AUDITING PROCEDURES

General

Quality Assurance Leaders will perform audits on a random rotation that ensures that every locator is audited. Re-auditing may occur at any time when problems occur and it is deemed necessary. Request for a locator to be audited can be made at any time.

Audit Procedure:

1. Audits will be conducted in a consistent, unbiased manner.
2. Crew Leaders, Team Leaders, QA Leaders, Trainers and Project Managers may conduct audits.
3. A minimum of 3% of locates per year will be audited unless a contract specifies a higher percentage.
4. Every technician will be audited a minimum of once each quarter. Technicians with less than 6 months with Heath will be audited a minimum of once each month.
5. Audits shall be documented at each damage site.
6. The field technician will be evaluated on a minimum of the following items:
 - Accuracy of the facility locate
 - Clarity of the locate marks
 - Complete coverage of the instructions on the ticket
 - Daily production
 - Proper locate documentation
7. The QA Leader will meet with the technician to discuss the audits in a timely manner.
8. The QA Leader will submit a memo with recommendations to a Manager at the Project office.

THE FIELD AUDIT

The field audit will be the prime resource in the expected success of our Quality Assurance Plan.

Audit Evaluation

The field technician will be evaluated on a minimum of the following items:

- Accuracy of the facility locate
- Clarity of the locate marks
- Complete coverage of the instructions on the ticket
- Daily production
- Proper locate documentation

Unacceptable Audit

An unacceptable audit represents a locate where facilities were in danger of being damaged due to poor field performance. A score of this nature would result in any one or a combination of the following:

- Employee suspension or dismissal
- Written reprimand
- Additional training
- Training report

Below-Standard Audit

Where facilities were not in danger of being damaged, due to field practices where the field locate lacked important attention to detail in some manner, the following will occur:

- Verbal coaching or counseling
- Additional training
- Training report

Acceptable Audit

An acceptable audit represents a locate where all efforts were made to protect all customer facilities. In addition, the locator has gone above standards and provided extra information to the excavator involved.
Audit Scores

Audit Scoring

The following scores for each locate and an overall audit score will be used:

- Excellent (E)
- Satisfactory (S)
- Needs Improvement (N)
- Unsatisfactory (U)

Note: The above scores will be based on the QA Audit Procedure item number 6.

The overall audit score will be at the discretion the auditor based on overall audit scores and severity of any inadequate scores. For tracking purposes, an 'E' or 'S' will be considered Adequate ('pass' on the old form), while 'N' or 'U' will be considered Inadequate ('fail' on the old form). I will send a new Daily Summary form to your office with the next envelope from Houston.

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SECTION SIX
DAMAGE PROCEDURES

Damage Procedures

(Client Level)

The client shall notify Heath Consultants' project office of all occurrences of damages. A meeting between client member and Heath Consultants' project member will determine responsibility for the damage. At this time, a damage investigation report (field portion) is completed by a Heath Consultants' project member. Any damage determined to be the responsibility of Heath Consultants should be invoiced to the project office and sent to the Division office in Houston within 10 working days. Establish monthly meetings to discuss questionable damages.

Damage Procedures

(Division Office Level)

Clients should mail invoices to the Houston office where a log of damages is kept as to date received, amount of invoice, date invoice is faxed to project office. At this point, the invoice is logged as pending. At the project level, the faxed invoice is reviewed and approved for payment. The appropriate back-up is attached to the faxed invoice and sent to the Houston office. When the Houston office receives the invoice from the project offices, the log of damages is completed as to date received from project office, and date purchase order is processed.

Damage Procedures

(Project Level)

- Heath (project level) gets call about damaged utility
- Damage is documented on damage log
- First alert--office notifies closest field personnel to respond for initial investigation
- Office personnel begins research for ticket
- Upon arrival to damaged utility scene, 1st responder asks office personnel for ticket research findings
- If 1st responder is not a member of management, member of management should be called to document actual damage
- Heath personnel should complete field part of damage report
- Damage report is turned in to designated Heath personnel for completion of damage report
- Damage report is signed by appropriate project level management
- AT FAULT DAMAGE REPORTS ONLY--Copied and sent to QA Dept.
- NOT AT FAULT DAMAGE REPORTS kept at project level

QA Leader will provide locators with training and a training report for all at fault damages.

DAMAGE PROCEDURES

1. The client shall notify Heath Consultants' Project office of all occurrences of damages.
2. The Project office will give the client the next number in the damage log and fill in all available information in the log.
3. A Crew Leader or above will be dispatched to the damage site by the Project office.
4. A 'Damage Investigation Report' is completed at the damage site. (A QA report will also be generated.)
5. For at fault damages, training of the technician shall be conducted on-site and a training report generated.
6. Remaining information for the damage log is filled in when the damage investigation is turned in to the Project office. **In most cases this should occur the same day as the damage but no later than one working day after the damage.**
7. A project supervisor will fill out the damage close out section of the 'Damage Investigation Report'.
8. The original damage log and all original damage information will be turned in to the Division office weekly. Any damages not received with the log will be followed up with a call to the Project office.
9. The Division office will make a folder for each damage with the damage number on the tab of the folder and file them by Project and number.
10. The damages will be entered into a database from the damage log. The log will be filed at the front of the file with the damages for each Project.
11. A meeting between the client and Heath Consultants may be needed to determine responsibility for the damages.
12. Damage invoices are sent to the Division office in Houston and will be copied to the project office if they came from the client to the Houston Office.
13. Invoices will be matched to the damage file to determine responsibility. If Heath is at fault, Project Manager approval is required if over \$2000.00
14. If Heath is at fault, the invoice will be forwarded to the QA Manager and then the Corporate Accounting Department for payment.

If an invoice is received for a damage where Heath was determined not to be at fault, the Project office will be informed and further discussions with the client will need to take place.

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SECTION SEVEN
FIELD EQUIPMENT

FIELD EQUIPMENT

Heath Consultants has a unique competitive advantage over other service providers because we not only manufacture the equipment that is utilized in the field but we also perform services with our equipment which gives our in-house field experts the opportunity to provide us with valuable input and feedback on the products design and function in the field.

Heath utilizes the latest technology in the field. Depending on the survey, conditions, and contract requirements, all or select equipment as described below may be used in the performance of your survey.

Sure-Lock™ All Pro

This multi-frequency pipe and cable locator is designed to increase locating accuracy and productivity. With a broad spectrum of frequencies, ranging from 8.1K to 480 kHz, a field technician can easily locate audio, radio, and ultra-high frequencies. The All Pro even finds poor conductors such as bare steel, cast iron, unbonded cable, broken tracer wire and helps verify dead end utilities. One unique feature is continuous depth reading, which helps us from straying off the intended target.

Sure-Lock™ Utility Pro

The Utility Pro radio frequency locator works well on all buried utilities with conductive capabilities. The Utility Pro has an active 81 K hertz frequency with depth and left-right, it also has a passive frequency of 50-60 hertz without depth or left-right. This model can be used both conductivity (connected directly to the utility) or inductively (setting the transmitter over the path of the utility). Excellent results have been achieved on gas, water, electric, telephone, and cable TV.

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**SECTION EIGHT
DRUG AND ALCOHOL POLICY**



Heath Consultants Incorporated

Policy Manual - EXCERPT

Policy Subject:

Drug and Alcohol Abuse Prevention

Issued By: HR

Approved By: CHH

Updated: 10/2014

Complying with U.S. Department of Transportation Regulations 49 CFR Parts 40 and 199

In order to protect employees, the public and Company property from any danger that may result from the use of drugs, and to meet our obligations under applicable federal regulations, Heath is committed to assuring that all employees perform their duties free from the influence of illegal or inappropriately used drugs, and we will consider any job applicant who illegally uses drugs to be ineligible for employment with Heath. It is our objective to provide and maintain a safe, drug-free work environment. All employees are required to abide by this policy as a condition of employment.

Alcohol Use/Illegal Drug Use/Criminal Drug Convictions: Employees who inappropriately use alcohol or who use, distribute, buy, sell, transfer or possess illegal or prohibited drugs in any amount, at any time on Company premises, in a Company vehicle or while performing any work-related activities, whether on or off Company premises, will be subject to disciplinary action up to and including termination. For purposes of this policy, an “illegal drug” is any controlled substance that cannot be legally obtained, or that, although available legally, has been obtained illegally. A “controlled substance” is any substance listed on Schedules I through V of the federal Controlled Substances Act. “Prohibited drugs” are marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP), the five drugs that the United States Department of Transportation (“DOT”) has specifically named under Federal regulations (49 CFR Part 40 and Part 199). The conduct prohibited by this policy includes use of any illegal or prohibited drug not only during working time, but also prior to reporting to work and during breaks and meal periods. Violation is grounds for immediate termination of employment.

Under the authority of the Federal Drug-Free Workplace Act, this policy requires employees to report any conviction for a criminal drug violation in our workplace, within five days after the conviction. The steps the Company takes next will depend upon the nature of the conviction, the employee’s record with the Company and whether or not the employee is in a safety-sensitive position. Discipline, up to and including termination will be imposed.

Use of Prescription Drugs: Employees who are undergoing medical treatment with a prescribed drug or controlled substance, or who are taking an over-the-counter drug that may alter their physical or mental ability, must report or have their physician report this fact to their supervisors. An employee may be required to provide the Company with a copy of the prescription and/or other medical verification. It may be necessary to change an employee's job assignment while the employee is undergoing such treatment, or, if no suitable position is available, the employee may be placed on a medical leave of absence. Purchase, sale or transfer of a prescription drug by one employee to or from another while on Company premises or while performing any work-related activities, whether on or off Company premises, is prohibited. Violations may result in termination of employment.

Drug Testing: All offers of employment for any position with the Company will be conditioned upon the satisfactory results of a NON-DOT drug test or a test for the five DOT-specified "prohibited drugs." The physical and drug test will be done at Company expense.

In addition, under the DOT regulations all employees in the following Service Business Unit (SBU) "covered" positions will be subject to random testing for the five prohibited drugs:

Quality Assurance Manager	Team Leader	Field Services Manager
All Field Technicians	Project Manager	Quality Assurance Leader
Technical Services Specialist	Sales Consultant	Safety Director
Meter Readers/Service Techs	Fleet Manager	

Other positions may be added in the future if it is determined that the duties of the position include safety-sensitive activities under DOT regulations.

Whenever the Company determines that there is reasonable basis to suspect that an employee has violated the policy regarding use of any illegal or prohibited drug while on Company premises or while performing any work-related activities, whether on or off Company premises, that employee will be required to undergo drug testing. Covered employees will also be required to undergo drug testing following certain kinds of accidents as defined in the DOT regulations.

Employees who are performing non-covered positions must first pass a pre-placement drug test for the five prohibited drugs before being promoted to, transferred into, or otherwise allowed to perform the duties of a covered position. Such employees immediately become subject to the random, reasonable cause and post-accident testing requirements of these positions.

Drug Testing Procedures: All Company-required drug testing will be by urinalysis and will be performed at Company expense. Testing will be conducted by a laboratory certified under the Guidelines for Federal Workplace Drug Testing of the US Department of Health and Human Services. Test specimens will be

subject to an initial screening test and, if the result is positive, will be subject to a second, confirmatory test by gas chromatography/mass spectrometry or an equally reliable methodology.

Any employee to be tested for drugs is required to give written consent to the testing and to sign a release authorizing the testing laboratory to provide the test results to the Company. Failure to give consent or to sign the release is grounds for immediate termination of employment.

Test results will be maintained by the Company's Medical Review Officer (a physician with specialized training in substance abuse detection and treatment), who will advise the Company only as to whether the test results were negative or positive. A copy of the results of a Company- required test will be provided to the employee tested upon written request. An employee whose drug test result is positive may request that the original sample be retested, at the employee's expense, if that request is made within sixty days.

Consequences of a Confirmed Positive Drug or Alcohol Test or Refusal to Submit to a Drug or Alcohol Test: *An employee who has a positive drug and/or alcohol test result, or who refuses to submit to a drug and/or alcohol test, is subject to immediate termination of employment.*

Drug and alcohol testing for vehicle accidents and work related injury or illness:

Employees will be required to take a NON-DOT drug and alcohol test after any vehicle accidents and any work related incidents.

Employee Assistance Program: The Company will periodically display and distribute educational materials to all employees regarding the dangers and consequences of drug use. In addition, in the Heath Anti-drug Plan and in the Employee Manual issued to each employee will be printed a list of NATIONAL HOTLINE NUMBERS that employees can use to seek assistance for drug and alcohol abuse and related problems. Finally, supervisors will receive additional, specialized training in identifying symptoms of probable drug use for making "reasonable cause" determinations.

Each employee will receive a copy of the Company's Anti-Drug Plan, together with a copy of the anti-drug policy, and will be required to sign a statement acknowledging that he/she has received and read these documents and that he/she understands the consequences of any violation of this policy.

Distribution:
All employees

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**SECTION NINE
SAFETY POLICY MANUAL**

Safety Policy Manual
For
Heath Consultants Incorporated
Services Business Unit

HEATH SAFETY

starts with

YOU!



Safety Policy

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Heath Consultants Incorporated

Safety Policy

I. OBJECTIVE

The Safety Policy of **Heath Consultants Incorporated** is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace. A copy of the OSHA Safety and Health Standards 1926 and 1910 are available for all employees use and reference. These Standards shall be available in the home office at all times and will be sent to the jobsite on request. (Also available on OSHA web site at “<http://www.osha.gov/index.html>”)

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of the company. The authorization and responsibility for enforcement in the services business unit has been given primarily to the vice president of operations through the training & development department. The directors of services and project managers share in this responsibility as well.

II. POLICY

It is company policy that accident prevention be a prime concern of all employees. This includes the safety and well being of our employees, subcontractors, and customers, as well as the prevention of wasteful, inefficient operations, and damage to property and equipment.

It is the policy of Heath Consultants to provide and maintain safe and healthful working conditions, and to follow operating practices that will safeguard all employees and other persons involved, and result in safe working conditions and an efficient operation. Every employee, supervisor and management member is personally responsible for reporting hazardous conditions and unsafe work procedures that can cause injury to fellow employees or damage property. Each employee also has a personal responsibility to act in a safe and responsible manner in all phases of our company's operations, and at all times while on company property.

Special policy note regarding entry to "confined space:" Heath requires its employees to have proper training and equipment prior to entering a **confined space**. If you have not received the confined space training, or if you are trained, but do not have the required safety equipment, **you must not enter a confined space. Doing so will result in the immediate termination of your employment with Heath.** Total compliance to all rules and regulations set forth in the special and separate confined space training will be adhered to. A Heath identification card with an expiration date will be issued that indicates that the employee has had confined space training.

III. APPLICABILITY

This Safety Policy applies to all employees of Heath Consultants Incorporated, regardless of position within the company. The Safety Rules contained herein apply to all subcontractors and anyone who is on a company project site.

Every employee is expected to comply with the Safety Policy, as well as OSHA Health and Safety Standards.

IV. IMPLEMENTATION

This Safety Policy supports six fundamental means of maximum employee involvement:

- A. Management commitment to safety.
- B. Minimum frequency of monthly “tool box” safety meetings at all jobsites.
- C. Effective job safety training for all categories of employees.
- D. Job hazard analysis provided to all employees.
- E. Audio and/or visual safety presentations given at jobsites or project meetings by the project manager.
- F. Various incentive awards for exemplary safety performance where applicable.

The project manager will meet with project employees at least once a month to evaluate all areas of safety and make recommendations to the company vice president of operations.

V. ADMINISTRATION

The Safety Policy will be carried out according to guidelines established and published in this and other related procedures. Specific instructions and assistance will be provided by the training and development department as requested. Each supervisor will be responsible for meeting all of the requirements of the Safety Policy, and for maintaining an effective accident prevention effort within his or her area of responsibility. Each supervisor must also ensure that all accidents are thoroughly investigated and reported to the corporate human resources department on the same day of the occurrence. Violations of the Safety Policy, such as not following verbal or written safety procedures, guidelines, rules, horse play, failure to wear selected PPE, abuse of selected PPE, etc., will result in disciplinary actions up to and including termination.

VI. NOTIFICATIONS

A. In Case of Serious Injury or Death

After the injured has been taken to the hospital, the supervisor shall notify the corporate human resources office and the project manager as soon as possible. Statements from witnesses shall be taken. Statements are to be signed by witnesses and should include the time and date. Photographs of the area where the incident occurred and any other relevant items are to be taken. The project manager will assist in the investigation. The completed accident report form will be sent to the corporate human resources office.

B. In Case of Inspection by OSHA Inspector

The supervisor must notify the training and development department that an OSHA Inspector is on the jobsite. It is the responsibility of all employees to make the inspectors visit on the jobsite as pleasant and timely as possible.

VII. REPORTING OF INJURIES

While all incidents should be investigated, the extent of such investigation shall reflect the seriousness of the incident utilizing a root cause analysis process or other similar method.

Required incidents must be verbally reported to OSHA within 8 hours of their discovery. Incidents must also be reported to the owner client as soon as possible or in a timely manner (within 24 hours of incident).

Individual responsibilities for reporting and investigation must be pre-determined and assigned prior to incidents.

Personnel must be trained in their roles and responsibilities for incident response and incident investigation techniques. Training requirements relative to incident investigation and reporting (Awareness, First Responder, Investigation, and training frequency) should be identified in the program.

Equipment may include some or all of the following items; writing equipment such as pens/paper, measurement equipment such as tape measures and rulers, cameras, small tools, audio recorder, PPE, marking devices such as flags, equipment manuals, etc.

Initial identification of evidence immediately following the incident might include a listing of people, equipment, and materials involved and a recording of environmental factors such as weather, illumination, temperature, noise, ventilation, etc. Evidence such as people, positions of equipment, parts, and papers must be preserved, secured, and collected through notes, photographs, witness statements, flagging, and impoundment of documents and equipment.

Witness interviews and statements must be collected. Locating witnesses, ensuring unbiased testimony, obtaining appropriate interview locations, and use of trained interviewers should be detailed. The need for follow-up interviews should also be addressed.

Incident investigations should result in corrective actions.

Written incident reports should be prepared and include an incident report form and a detailed narrative statement concerning the events. The format of the narrative report may include an introduction, methodology, summary of the incident, investigation board member names, narrative of the event, findings and recommendations. Photographs, witness statements, drawings, etc. should be included.

Lessons learned should be reviewed and communicated. Changes to processes must be placed into effect to prevent reoccurrence or similar events.

All employees will be held accountable for filling out a "Supervisor's Report of Accident" (Attachment D) with their supervisor, immediately after an injury occurs, even if medical treatment is not required. (Notice must be made at or near the time of the injury and on the same day of the injury.) Employees must report the injury to their supervisor. A casual mentioning of the injury will not be sufficient.

Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of the Safety Policy, and may result in immediate termination, in accordance with company policy.

Supervisors are required to submit the report of accident to their division offices as soon as possible. Notification must be made to the HR department of the injury. If the employee needs medical attention, the supervisor will assist the employee in arriving at a medical facility for treatment (if needed). The supervisor will remain with the employee until the treatment has been completed or employee is admitted into a treatment facility (i.e. hospital). It is the supervisor's responsibility to ensure the employee gets home safely. Once an employee has been released by the treatment facility, the supervisor may be required to drive the employee to his/her home to ensure their safe arrival.

Vehicle accidents where no employee injury has occurred, should be reported on an "Automobile Loss Report"

VIII. PROCESS SAFETY MANAGEMENT/ CONTRACTOR RESPONSIBILITIES

Each contract employee must be trained in the work practices necessary to perform his/her job by Heath Consultants Inc.

Each contract employee must be instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the process and the applicable provisions of the emergency action plan.

Records which contain the identity of the contract employee, the date of training & the means used to verify that the employee understood the training must be maintained.

The purpose of Process Safety Management is to prevent or minimize consequences of catastrophic releases of toxic, reactive, flammable or explosive chemicals in various industries such as refineries, etc.

Contractor employees shall abide by employers safe work practices during operations such as lockout/tagout, confined space entry, opening process equipment or piping and controls over entrance to facility.

The contract employer shall advise the employer of any unique hazards presented by the contract employer's work, or of any hazards found by the contract employer's work.

Contract employees shall not perform hot work until a hot work permit is obtained from employer. The permit shall document that the fire prevention and protection requirements in have been implemented prior to beginning the hot work operations.

Employees must immediately report all accidents, injuries and near misses. An incident investigation must be initiated within 48 hours. Resolutions and corrective actions must be documented and maintained 5 years.

All contract employers must respect the confidentiality of trade secret information when the process safety information is released to them.

IX. HAZARD IDENTIFICATION & RISK ASSESSMENT

The hazard identification process will identify potential hazards by the use of JSA's, JHA's, facility wide or area specific analysis/inspections. The program is to ensure the following:

- Ensure employees and/or sub-contractors are actively involved in the hazard identification process and hazards are reviewed with all employees concerned.
- Is used for routine and non-routine activities as well as new processes, changes in operation, products or services as applicable.
- Identify hazards are classified/prioritized and addressed based on the risk associated with the task / (Risk analysis matrix outlining severity and probability).
- Demonstrate how identified hazards are addressed and mitigated. This can be accomplished by dedicated assignment, appropriate documentation of completion, and implemented controls.
- State employees will be trained in the hazard identification process including the use and care of proper PPE.

X. WORKING ALONE

A hazard assessment shall address hazards and identify control measures in order to minimize risk associated with working alone.

To establish an effective means of communication between the lone employee and designated check, radio, cellular or satellite phones, electronic monitoring devices or other forms of direct, reliable correspondence will be used.

Individuals must be monitored at regular intervals, or the individual contacts the employer at pre-determined intervals based on determinations made in the risk assessment.

The management staff is responsible for check-in with the lone employee at regular intervals. A backup form of communication in the event primary correspondence is unavailable will be established using one of the effective means of communication. Documentation of the employee status at the check in intervals must be obtained.

Specific procedures for emergency response including provisions for contacting appropriate local officials will be established based on determinations made in the risk assessment. Employee search will be necessary based on the following criteria: 1) Lone employee check-in not obtained for more than two intervals. 2) Primary and back-up forms of communication failure.

XI. HAZARD COMMUNICATIONS

The company has established a written Hazard Communication program. All current and newly hired employees potentially exposed to chemicals must attend a HAZCOM training program. The program was developed to inform and train employees concerning the use and dangers associated with hazardous chemicals, controlling hazards, proper labeling of containers and understanding the use of Material Safety Data Sheets (MSDS). (See Hazard Communication Manual)

XII. NOISE EXPOSURE/HEARING CONSERVATION

Heath Consultants shall institute a training program for all employees who are exposed to action level noise. The training shall be repeated annually for each employee. Training shall be updated consistent to changes in PPE and work processes. Heath shall make available to affected employees copies of the noise exposure procedures and shall also post a copy in the workplace. Heath shall also allow the Assistant Secretary and the Director access to records.

Heath shall administer a continuing effective hearing conservation program when employees are exposed to sound levels greater than 85 dbA on an 8 hour time-weighted average basis. When information indicates that employee exposure may equal/exceed the 8 hr time-weighted avg. of 85 decibels, the employer shall implement a monitoring program to identify employees to be included in the hearing conservation program. The employer shall establish & maintain an audiometric testing program by making audiometric testing available to all employees whose exposures equal or exceed an 8-hr. time-weighted avg. 85 decibels. Within 6 months of an employee's first exposure at or above the action level, the employer shall establish a valid baseline audiogram against which future audiograms can be compared. When a mobile van is used, the baseline shall be established within 1 yr. Testing to establish a baseline audiogram shall be preceded by at least 14 hours without exposure to workplace noise. Hearing protection may be used to meet the requirement. Employees shall also be notified to avoid high levels of noise.

At least annually after obtaining the baseline audiogram, the employer shall obtain a new audiogram for each employee exposed at or above an 8-hour time-weighted average of 85 decibels. Each employee's annual audiogram shall be compared to that employee's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift has occurred. If a comparison of the annual audiogram to the baseline audiogram indicates a standard threshold shift, the employee shall be informed of this fact in writing, within 21 days of the determination. If a threshold shift has occurred, use of hearing protection shall be re-evaluated and/or refitted and if necessary a medical evaluation may be required.

Hearing protection shall be provided at no cost to employee(s). Hearing protection shall be replaced as necessary. Employers shall ensure that hearing protectors are worn. Employees shall be properly trained in the use, care & fitting of protectors. Heath shall evaluate hearing protection for the specific noise environments in which the protector will be used, shall maintain accurate record of all employee exposure measurements and that all records are maintained as required by the regulation

XIII. BASIC SAFETY RULES

Your safety and health are very important. Some ways that you can avoid injury are:

- Learn to recognize the hazards that cause accidents and the ways to get hazards corrected.
- When you see an unsafe condition or work method, tell your supervisor so that action can be taken before someone gets hurt.
- If there is doubt about the safety of a job, ask questions. Your supervisor or other employees can help.
- Become knowledgeable about all the safety practices of your job. The performance of every job must always be based on the safest practice to protect you, your coworkers, and the general public. A person(s) who has a valid certificate in first aid training, the American Red Cross or equivalent shall be available at work sites to render emergency first aid
- Protect yourself. Wear the personal protective equipment required to do the job safely.
- Provisions shall be made prior to commencement of a project for prompt medical attention in case of serious injury
- First aid supplies shall be easily accessible when required
- First aid kits shall consist of appropriate items which will be adequate for the environment in which they are used. For construction operations, items shall be stored in a weather proof container with individual sealed packages of each type of

item. Employers should ensure the availability of adequate first-aid supplies, and periodically reassess the demand for supplies and adjust their inventories. For construction operations, first aid kits shall be checked before being sent out to each job and at least weekly.

- Proper equipment for prompt transportation of the injured person to a physician or hospital or a communication system for contacting necessary ambulance service shall be provided.
- In areas where 911 is not available The telephone numbers of the physicians, hospitals or ambulances shall be conspicuously posted.
- Support safety efforts at your location, get involved; you can make the program work.
- You have the primary responsibility for your own safety.

A. General Safety

1. Compliance with applicable federal, state, county, city, client, and company safety rules and regulations is a condition of employment.
2. All injuries, regardless of how minor, must be reported to your supervisor and the corporate human resources department immediately. An employee who fails to fill out a " Supervisor's Report of Accident " (Attachment D) with their supervisor, and send it to the corporate human resources department can be issued a safety violation notice (Employee Warning Notice - Attachment B) and may be subject to termination, in accordance with company policy. In the event of an at fault accident involving personal injury or damage to property, all employees involved in any way will be required to submit to drug testing.
3. Field technician's clothing must provide adequate protection to the body. Heath uniform shirts with sleeves (short or long) and long pants will be worn at all times. No shorts are to be worn on projects. Closed toe shoes are required.
4. All personnel will be required to attend safety meetings and record attendance on the Safety Meeting Report (Attachment C) as stipulated by project requirements in order to meet OSHA Safety Standards.
5. Firearms, alcoholic beverages or illegal drugs are not allowed on company property or in company vehicles at any time. When drugs are prescribed by a physician, the immediate supervisor must be informed. The use or possession of illegal drugs or alcoholic beverages on the jobsite will result in immediate termination.
6. Housekeeping shall be an integral part of every job. Supervisors and employees are responsible for keeping their work areas clean and hazard-free. This may in some cases be your company vehicle.
 - a. For Field Office/Shop.
 - Keep work area clean and organized.
 - Keep walking areas free from tripping hazards (carpets/cords)
 - Stack material safely and neatly.
 - Do not let objects protrude from a stack, pile, etc.
 - Keep sidewalks, corridors, and aisles clear.
 - Use trashcans for debris only.
 - Keep oily shop rags and other flammables in a separate safety container.
 - Clean up spills immediately.
 - Clean and pick up debris, tools, or other materials regularly and frequently.
 - Be familiar with appropriate evacuation route.
 - Guards shall be in place and operable at all times while the tool is in use. The guard may not be manipulated in such way that will compromise its integrity or compromise the protection in which intended. Guarding shall meet the requirements set forth in ANSI B15.1.
 - Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities shall be provided within the work area
 - b. For Field.
 - Keep a clear path where walking.
 - Wear safety vest.
 - Watch for traffic when in street.
 - Wear work boots or shoes (tennis shoes are not permitted).
 - Watch every step especially on unstable ground.
 - Keep the cab and bed of truck free of trash.

7. Ergonomics:
 - Adjust chair height so that your upper legs are horizontal and feet are flat on floor, adjust chair to sit up straight and obtain proper back support.
 - Avoid tilting or turning head to view computer monitor or to hold telephone.
 - Ensure forearms and wrists are level and not resting on hard or sharp edges.
 - Ensure that computer table is just below forearm/wrist height and that the work station provides adequate legroom.
 - Place keyboard and mouse at a comfortable distance from body.
 - Alternate tasks to break up extended periods on the computer. Be sure to stretch and exercise the neck, shoulder, and back muscles if sitting for long periods of time at a desk or computer. Stretching releases tension and reduces the chances of muscle strain and fatigue.
8. Drinking water containers if provided are to be used for drinking water and ice only. Tampering with or placing items such as drink containers in the water cooler may result in immediate termination. The "common drinking cup" is not allowed. Only disposable cups will be used.
9. Material Handling and Lifting: Many injuries are caused by improper lifting, carrying too heavy a load, failure to observe proper foot and hand clearances and failure to wear proper protective equipment.
 - Inspect materials for splinters, jagged edges, burrs, and rough and slippery surfaces before handling.
 - Clear path of hazards.
 - Size up the load and plan before lifting. Know where and when you will let the load down.
 - Keep hands clean of oil or grease when handling material.
 - Get help when moving heavy loads. Request assistance in moving office furniture and files.
 - Be sure you have a secure grip when picking up or lifting. Let the other persons know what you are going to do, get their response, and then do it.
 - Break a load into smaller parts, if possible, to make carrying easier.
 - Do not perform awkward lifts, unnecessary bending, or long reaches.
 - Do backbends before lifting.
 - Stand close to the load.
 - Have firm footing.
 - Spread your feet apart with one foot in front of the other.
 - Face the object.
 - Bend your knees.
 - Straddle the load as best you can.
 - Grasp the load firmly.
 - Tighten stomach muscles.
 - Take a deep breath.
 - Lift slowly and smoothly without jerking.
 - Do not twist body - move feet instead.
 - Beware of pinch points.
 - Keep the "S" curve (hollow) in your back by arching the back.
 - If the load slips from your hands, don't attempt to catch it!
 - Hold the load firmly. Keep the load close.
 - Don't lift the load higher than needed.
 - Don't twist with the load. Pivot on your feet if you must turn with the load.
 - Keep one foot in front of the other in order to maintain your balance.
 - Set the load down easily.
10. Hand and Power Tools: Whether furnished by the employer or the employee, the tools shall be maintained in a safe condition. Any tool which is not in compliance with any applicable requirement of this part is prohibited and shall be identified as unsafe by tagging or locking the controls to render them inoperable. Employees using hand and power tools and exposed to the hazard of falling, flying, abrasive, and splashing objects, or exposed to harmful dust, fumes, mists vapors, or gases shall be provided with particular PPE necessary to protect them from the hazard.
11. "Horseplay" on a jobsite is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.
12. Glass containers or bottles of any kind are not permitted on jobsites or in company vehicles.
13. Fire Prevention: The best fire protection is fire prevention. Observe the following basic rules for a good fire prevention

program.

- a. Control Ignition Sources
 - Maintain good housekeeping and observe smoking policy.
 - Keep electrical equipment in good working order.
 - No smoking around flammables or excavations.
 - Ignition sources include but not limited to: Matches, flames, open lights, electrical switches, arcs, static electricity, excessive heat or friction, lightning, and cigarettes.
- b. Pour flammable and combustible liquids from UL approved containers when filling and servicing gasoline powered compressors, generators, and diesel powered engines. Avoid spilling fuel onto hot engines, and keep other ignition sources away from fuel.
- c. Familiarize yourself with the location, operation, and proper application of all fire extinguishers. Supervisors will ensure that fire extinguishers have an inspection tag and are inspected as required.
 - Type/size of extinguisher is suitable for intended use.
 - Unit fully charged.
 - When possible, check to see if the extinguishing powder is not caked on the bottom of the unit.
 - Extinguisher has been hydrostatically tested and tagged per recommended code.
 - Readily accessible and at correct location.
- d. Flammable liquid storage and transfer
 - Keep all flammable or combustible liquids, gasoline, thinners, etc., in UL or FM approved containers. For quantities of one gallon or less, only the original container or approved metal safety cans shall be used for storage and handling of flammable liquids. No more than 25 gallons of these type liquids will be stored in a building outside a fire resistant cabinet. The cabinet will be labeled "Flammable - Keep Fire Away."
 - Flammable liquids will not be used for cleaning or washing.
 - When pumping flammable or combustible liquids by hand from portable containers or drums, bond with the storage and the fill container by attaching alligator clips with a copper wire between the two containers.
 - Do not punch nail holes in the top of the storage containers. Use an appropriate flammable liquid transfer pump or drum vent.
 - Do not allow persons with lighted tobacco products to enter the area where flammable liquids are stored or transferred.

14. Driving Vehicles: (See also Company Vehicle Policy Manual)

- Only authorized employees will drive a motor vehicle in the course and scope of work or operate a company-owned vehicle.
- Drivers should be appropriately assessed, licensed, and trained to operate the vehicle.
- Drivers shall not operate a motor vehicle while under the influence of alcohol, illegal drugs, or prescription or over-the counter medications that might impair their driving skills.
- Authorized drivers will report any collision or traffic violation while driving on company duties to the appropriate personnel (refer to the Vehicle Safety Policy).
- Loads shall be secure and shall not exceed the manufacturer's specifications and legal limits for the vehicle.
- The vehicle shall be fit for its purpose.
- The vehicles shall be maintained in safe working order.
- Seatbelts shall be worn by all occupants at all times whenever a vehicle is in motion.
- Authorized drivers will follow safe driving practices utilizing the Smith System Driving techniques. Drivers must be certified in the Smith System Driving techniques prior to operating a company owned vehicle.
- Cell phones shall be used only when safe driving techniques can be followed in accordance with state and local laws.
- When parking, "pull through" or back into the space, unless doing so would create a greater hazard. When backing your vehicle, get help if possible. Check behind your vehicle before getting in the driver's seat.
- When fueling your vehicle leave all potential ignition sources in the vehicle. i.e. cell phones, pagers, lighters. Never talk on the phone while fueling as this could, in unique circumstances, cause fuel vapors to ignite resulting in a fire or explosion and serious injury.

15. Report all unsafe conditions and near accidents to the project manager so corrective action can be taken.

16. All OSHA Safety Standards concerning confined space entry will be followed. **SEE SEPARATE CONFINED**

SPACE SAFETY PROGRAM IF APPROPRIATE.

B. General Field Safety

1. Poison Plants:

- a. Poison Ivy: Vine or low shrub. Triple leaflets, edges smooth or irregularly toothed. Berries white or cream colored. Loses leaves for winter. Like sumac and oak, the poison remains on branches and roots.
- b. Poison Oak: Shrub 12 to 30" high; sometimes a vine. Triple leaflets; short, smooth hair underneath. Early, berries fuzzy and white; later, dun colored. A plant is dark green spring and summer, bright red in fall and loses leaves for winter.
- c. Poison Sumac: Shrub, 3 to 15" high. Seven to 13 leaflets per stem, smooth edged. Usually in swampy area
- d. If you suspect you have been exposed to any poisonous plants, apply the appropriate lotion as soon as possible. Always follow the directions when applying. Clean equipment and clothing with the appropriate lotion making sure you follow the directions.



2. Dog Bites:

It's rare to find a Heath field employee who has never encountered an unfriendly dog while performing his or her daily work. While some field employees have managed to avoid unhappy encounters with canines, others have not been so fortunate. This section will help you to identify and minimize possibly threatening situations. It is especially true in regard to dog bite prevention that it is better to be armed with information and never need to use it, than the other way around. Heath Field employees are provided with an umbrella used to create a barrier between themselves and canines. A video demonstration will display the proper use of an umbrella to fend off a dog. Remember the following to help prevent dog bites.

a. Dog Bite Prevention:

- Remember, any dog is a potential biter.
- Look for "Bad Dog" signs on gates or fences.
- Do not enter a customer's premises if there is a bad dog unless the dog has been securely restrained or is removed from the area.
- Never believe a dog's owner who says: "but he won't bite" or "I can hold him, don't worry."
- Be prepared when entering any premises where a dog is located, never turn your back on the dog and have your umbrella ready.
- Shout to attract a dog's attention.
- Be cautious of dogs on a leash.
- Look for dogs in shaded areas in the summer.
- Stay calm but be aggressive in defending yourself from a dog with the umbrella.
- Talk to others along your route to learn about the locations of bad dogs.
- Don't agitate a dog.
- Don't offer your hand to a dog or turn your back on a dog.
- Dogs always see you as an intruder.
- With a firm, crisp, steady voice, tell the dog "No," "Down," or "Go Home."
- Kick your knee into its chest or head if the dog leaps at you.
- If you are being attacked, stand your ground and brace yourself by turning to the side. This will prevent the dog from knocking you over.
- The dog umbrella is your best protection. If the dog is attacking, deploy the umbrella --this sound and visual barrier will distract and confuse him. The dog may retreat, not knowing what has just occurred. If the dog continues attacking, continue holding the umbrella in his face and back away toward the gate or a place of refuge. DO NOT TRY TO RUN! In most cases the dog will be faster than you. Remember, a torn umbrella is much easier to repair than an injured leg, etc.
- Assume a fetal position with hands over your neck and head if the dog knocks you down.

- When you are leaving the yard, do not turn your back on the dog as you are going out the gate. The dog (even a "friendly" dog) may think it has you "on the run" and turn ferocious.

b. If Bitten:

- Wash a dog bite wound with soap and water, rinse with warm water, cover with sterile gauze and see a doctor as soon as possible.
- All dog bites should be reported to the police as a safety measure.
- Observe details when bitten by a strange dog, such as: What color is the dog? Does it have a collar? What size is the dog? Does the dog have any wounds? Where did the attack occur? In what direction did the dog head? Did the dog behave strangely before the attack?
- It's important to find the dog so that the doctor can determine whether the victim needs anti-rabies treatment. If possible, restrain the dog for animal-control authorities. If there is no possible way to restrain the animal, make sure you can describe the animal and the events.

3. Feet, Footwear and Walking

- a. The most common cause of injury for field technicians is injury to the feet or ankles. **USE PROPER FOOTWEAR. Work boots are required. Work boots will be a minimum of 6" in height, leather, non slip, thick sole and lace up type (no slip-ons).** In addition, use caution in walking. Do not step on an object, especially if you can step over it with no extraordinary effort -- you may not be able to tell if it is sturdy enough to hold you until it is too late. If you are not certain about your footing, i.e. a possible slick surface, etc., make an effort to safely walk around the hazard or choose a safer path.
- a. Walking Into Yards -- Homeowners are becoming more cautious about strangers coming into their yards. Shout "GAS COMPANY" or something akin to that before going into the yard. This will alert the owner of your presence as well as inform them as to who you are. This has been known to reduce the number of negative encounters with people. REMEMBER, THE HOMEOWNER EXPECTS YOU TO ACT LIKE A UTILITY WORKER. If the homeowner comes out of the house while you are in the yard, a friendly greeting or a cheerful voice telling them something like "checking or locating the gas lines" or "reading your meter" will answer the inevitable question, plus keeping the conversation on a positive note. In addition, while in the yard, avoid at all cost looking in the windows. A homeowner who thinks you are "peeping" will at least be panicky or irritated -- and this may net a call to the police, or worse. If a homeowner does not want you to come into the yard, do not try to force the issue -- back off, and report it to the utility company.
- b. Chemicals on Lawns -- More and more people are using lawn services to spray chemicals on their lawns. Use caution, as these chemicals, especially the insecticides, are toxic. If you are required to walk across yards that you suspect have been treated with dangerous chemicals, consider the use of rubber soled footwear.
- c. Head -- When you are watching where you are walking and where you are placing your instrument probe, it is easy to overlook obstacles that are head-high, such as window air conditioners, branches, or boats or campers, etc. **WATCH WHERE YOU ARE GOING! Hard hats are required for anyone working in the field.** One will be provided for you as a part of the personal protection equipment issued to each employee. Management must wear a hard hat when working in the field.
- d. Working in Traffic -- If you are walking in or on streets or in high traffic areas, the use of a safety vest and other high visibility clothing is required. Although in some instances it may be necessary to work out in the street, the majority of your work can be done safely and effectively along the curb. In cases where it is necessary to work out in the street, make certain you are FACING TRAFFIC and watching out for cars. A passing driver could get distracted by watching you and not watch where he/she is driving.
- e. Ankle sprains and strains.
- Consider all ankle injuries as serious.
 - Immobilize the ankle, use ice, and contact your supervisor for further help and instructions.
 - If the ankle is sprained or strained, reduce swelling and pain by: Elevating the injured ankle above the heart by about 4 -5 inches. Applying an ice pack for the first 24 hours (5 minutes every 30 minutes). Do not allow your foot to dangle over a chair or bed. Excessive fluid can collect in the ankle, which increases the pain and slows the healing.

4. Working Outside:

a. Heat:

- Your body is designed to operate within a fairly narrow temperature range. If your body temperature goes too high, you get sick.
- Heat exhaustion is a risk when it is hot. You'll probably get dizzy and sweaty, but it's not life-threatening.
- Heat stroke is much more serious. It is also a hazard in hot conditions, and can send your body temperature high enough to cause confusion, irrational behavior, convulsions, unconsciousness, coma and even death.
- Another problem is sunburn or sunstroke from getting too much sun when you are not use to it.
- Knowing the symptoms of heat stress can keep those symptoms from getting out of hand. The symptoms that indicate heat stress can also be symptoms of other health problems, but if it's hot and you are working outside, heat stress is probably your prime hazard.
- You usually start by feeling hot, uncomfortable, and just not ready to do much. That's not serious, but it is probably a sign that you should rest out of the heat for a minute.

Here are the symptoms that could indicate a serious problem:

- Dizziness
- Rapid heartbeat
- Nausea
- Cramps
- Headache
- Excessive sweating
- Chest pain
- Breathing problems
- Great weakness
- Diarrhea

Even worse are these signs of heatstroke:

- High temperature
- Hot red, dry skin
- Rapid pulse

- If you have, or see someone with, heatstroke or sunstroke symptoms, assume that any of these symptoms mean a serious problem. Take immediate action if it's hot and you feel weak, dizzy, sweaty or nauseous. Pay attention to cramps and to anyone who tells you that you look pale.
- In any of those circumstances, get to a cooler area – shade or a cool building. Lie down, loosen your clothing, and put cool compresses on your skin. Drink fluids.
- Action is a must. Get medical help. And get yourself – or any victim – to a cool spot and loosen clothing.
- It is important to cool the body down quickly. Use cool compresses, water, even a hose for the job. Don't try to give fluids to an unconscious person.
- If you get sunburned, rinse or soak with cool water or cold compresses. If you're sunburned, but haven't blistered, you can use a mild non-medicated cream. But blisters can be serious; see a doctor.

To help prevent heat problems you can:

- Wear loose clothing
- Cover as much of your body as possible
- Wear a brimmed hat in the sun
- Use sun block and apply it often
- Eat regular, well-balanced meals
- Avoid hot or heavy food
- Don't take salt tablets without a doctor's permission
- Drink lots of fluids, avoiding alcohol or caffeine
- Be aware that water, sand and concrete reflect the sun and make it stronger.

b. Cold:

- Very cold temperatures, like very hot ones, can be hazardous to your health. But most of the problems associated with cold can be prevented by proper dress and some sensible practices.
- The two most common hazards in the cold are frostbite and hypothermia. Both are caused by exposure to the cold long enough that your body temperature gets dangerously low.
- Hypothermia can take you by surprise because you can get it even when the temperatures are above freezing. Windy conditions, physical exhaustion, and wet clothing can all make you more prone to hypothermia.
- With hypothermia, you first feel cold, then pain in the extremities. You'll shiver, which is how the body tries

to raise its temperature. Other symptoms include:

- Numbness and/or stiffness
 - Poor coordination
 - Drowsiness
 - Slow or irregular breathing or heart rate
 - Slurred speech
 - Cool skin
 - Puffy face
 - Confusion
 - Apathy
- As you can see, many of these symptoms are not unusual and could mean different things. But if you are exposed to cold conditions, take them seriously and take steps to relieve them.
 - The first thing to do is to get where it is warm. Get out of any frozen, wet, or tight clothes and into warm clothes or blankets. Drink something warm, decaffeinated, and nonalcoholic.
 - For hypothermia, call for medical help and keep covered with blankets or something similar. Don't use hot baths, electric blankets, or hot water bottles.

To help prevent cold problems you can:

- Wear layers of loose dry clothing
- Cotton or wool under layers / waterproof top layer
- Be sure to cover head, hands, feet and face
- Dry or change wet clothing immediately
- Keep moving in the cold
- Take regular breaks in warm areas
- Move to a warm area if you feel very cold or numb
- Drink warm nonalcoholic decaffeinated beverages
- Limit exposure to the cold, especially if it's windy or humid

5. Personal Protective Equipment (PPE):

- Proper training includes at least, when PPE is necessary, what PPE is necessary; how to properly don, doff, adjust & wear PPE; the limitations of PPE; the proper care, maintenance, useful life & disposal of PPE.
- Retraining of the employee is required when the workplace changes, making the earlier training obsolete; the type of PPE changes; or when the employee demonstrates lack of use, improper use, or insufficient skill or understanding. The certification must include the employee name, the dates of training, and the certification subject.
- PPE is provided, used and maintained in a sanitary and reliable condition, required by reasons of hazards of processes or environment to protect body parts from inhalation, absorption or physical contact.
- If employee-owned equipment is permitted, the employer must be responsible for the assurances of its adequacy, maintenance & sanitation.
- (Performance of a written and signed hazard assessment.) The hazard assessment must indicate a determination if hazards are present or are likely to be present, which necessitate the use of PPE. Certifier's name, signature, date(s) & identification of assessment documents.
- If hazards are present or likely to be present, selection of, and reasons for selection of PPE should be given to the employee.
- Selected PPE must be fitted to each affected employee, (fitting, including proper donning, doffing, cleaning, and maintenance.)
- Defective or damaged PPE shall NOT be used.
- Employees using hand and power tools and exposed to the hazard of falling, flying, abrasive, and splashing objects, or exposed to harmful dust, fumes, mists vapors, or gases shall be provided with particular PPE necessary to protect them from the hazard.

C. Leak Survey (Gas)

1. Flame Ionization equipment shall be checked daily before being used. All fuel and calibration gas shall be shut off and hoses disconnected from bottles and manifolds at the end of the work day. Caps shall be replaced on bottles when gauges are removed.
2. Compressed Gas Cylinders:

In working with the Hydrogen Flame Ionization equipment, you are continually exposed to the use of compressed gasses, such as the "Mother Tank" for the 40/60 Hydrogen/Nitrogen fuel, the lecture bottles for the portable instrument and the bottles of calibration gas. Remember, FAMILIARITY BREEDS DISRESPECT. Always maintain your

respect for these bottles, as they contain very high pressures of highly flammable fuel. If treated properly, however, they should never present a hazard to you.

- Keep valve closed and protective caps on cylinders not in use.
 - Keep cylinders away from direct flame, heat and sources of ignition.
 - Regulators are to be removed from cylinders when not in use.
 - Use proper lifting methods for cylinders. Do not lift by the valve or protective cap.
 - Do not use oil or grease as a lubricant on valves or regulators.
- a. Transfilling -- In transfilling your lecture bottles, always make sure you are using the transfiller that was designed for your instrument. The transfiller has an orifice inside to keep the lecture bottle from filling too fast -- if it fills too fast, it may present a hazard due to heat build-up. Make certain you use a wrench to tighten both fittings snug -- to not try to hand tighten them. SEE YOUR INSTRUMENT PROCEDURE MANUAL FOR INSTRUCTIONS AS TO HOW TO TRANSFILL. The use of safety glasses while transfilling is recommended.
 - b. Pressure - Your lecture bottles are certified at 1750 PSI - DO NOT EXCEED THIS PRESSURE. In order to maintain their certification, mother tanks must be re-tested on a periodic basis. The lecture bottles do not need recertification.
 - c. Transporting - You may be required to transport your mother tank in your vehicle on a periodic basis, at least while transferring from one work location to another. NEVER TRANSPORT THE TANK WITHOUT THE CAP IN PLACE. The tank should be anchored in a vertical or horizontal position in a location that will be protected. In any case, transport the tank in your vehicle so that it will not roll or slide around, and it will be protected in the event of an impact. (Also remember that it is illegal and dangerous to carry any compressed or flammable gas cylinders on board an airplane or checked with luggage.)
 - d. Handling the Tanks - The most dangerous possibility of a tank accident is the top or valve assembly on a mother tank getting broken off. The greatest likelihood of this happening would occur from dropping the tank. A FULL TANK WITH THE TOP BROKEN OFF HAS BEEN KNOWN TO TRAVEL, IN A ROCKET-LIKE FASHION WITH NOTHING STANDING IN ITS WAY!
 - e. Temperature -- Avoid storing the tanks in an area in which they could be exposed to high temperatures. The aluminum mother tanks, which are becoming popular for our use because of their relatively light weight, can become distorted if they are exposed to a temperature of 140 degrees Fahrenheit (WHICH CAN OCCUR IN AN ENCLOSED VEHICLE IN DIRECT SUNLIGHT!) The aluminum tanks have a strip of heat-sensitive paint on them, either around the neck or vertically along the side. If the tank is exposed to high enough heat to be a danger to the tank, this paint will change color. IF THIS HAPPENS, DO NOT USE THE TANK UNDER ANY CIRCUMSTANCES. IF IT IS POSSIBLE, RELIEVE THE PRESSURE BY EMPTYING IT INTO AN OPEN AND SAFE ATMOSPHERE, AND HAVE IT REPLACED IMMEDIATELY.
 - f. Threads - Routinely inspect the threads on your lecture bottles, transfiller and lecture bottle regulator. If the threads are partially stripped or "pulled" or bent toward the end of the threaded orifice, there is a danger of the fitting coming apart while under pressure. In addition, if one tank, for example, has damaged threads, it will damage the threads on the transfiller and regulator, which in turn will damage the threads on any other tank which it comes in contact with. In addition, BE CAREFUL OF TURNING A FITTING TOO TIGHT. THE FITTINGS ARE BRASS (RELATIVELY SOFT) AND CAN EASILY BE DAMAGED BY TIGHTENING THEM TOO MUCH. Also on DP3s and DP4s, check the "O" rings on the bottles and replace if damaged.
 - g. Carrying the Tanks -- The steel mother tanks weigh around 66 pounds and the aluminum tanks weigh around 35 pounds. When it is necessary to move the tanks, especially when carrying them, be careful to avoid back injury. Use a hand truck whenever possible. WHEN LIFTING A TANK, USE WISDOM. KNEEL DOWN, KEEPING THE BACK UPRIGHT: GRASP THE TANK, AND DO THE LIFTING WITH YOUR LEGS. DO NOT BEND OVER WHILE CARRYING A TANK. (See section on "Material Handling and Lifting.")

3. Leak Survey (Water)

- a. Misuse of the Heath AQUA SCOPE can cause permanent damage to the ear drums. When using the AQUA SCOPE, be sure to have the microphones firmly placed and stationary prior to depressing the "Listen" control switch. Also, be certain that the volume control is set properly so that high volume noise is not directed into the ear through the head set when the "Listen" control switch is depressed. The position of "4" to "6" is recommended. It is also wise to keep in mind that when using the AQUA SCOPE, your ability to hear other noises, such as

approaching traffic, is severely restricted. For that reason, be sure to visually check your surroundings constantly while surveying. It is also required to always wear a safety vest when working in traffic areas.

4. Plunger Bar Safety:

The plunger bar is designed to make it easy for you to put your test holes in the ground during the course of the leak survey. But misused it can inflict great injury on you or someone around you -- **DO NOT TAKE THIS INSTRUMENT FOR GRANTED.**

- a. Make sure the guide plug is tight -- On most of the plunger bars, the insulated coating extends 1/4 to 1/2 inch below the steel threads inside the handle. **MAKE CERTAIN THAT THE GUIDE PLUG IS TURNED INTO THE STEEL HANDLE, NOT JUST THE INSULATED COATING.** Failure to do this can cause the bar to come apart when taking it out, and can very easily cause injury.
- b. How to put in bar holes. Place the end of the rod on the ground at the point where you want the hole, then position the rod in a vertical position. **(DO NOT TRY TO "STAB" THE GROUND AND LOWER THE HANDLE IN ONE MOTION. A MIS-AIMED BAR CAN GLANCE OFF A CURB OR ROCK AND GO THROUGH YOUR FOOT.)** Raise the bar with one or both hands then bring the handle down, allowing the weight of the handle to drive the rod into the ground. Do not try to force the bar into the ground by the strength of your shoulders or back -- at the very least you will be working much harder than you have to; and you run the risk of straining a muscle in your shoulders or back, to say nothing of raising blisters on your hands.
- c. How to take the bar out of the ground -- Place your feet firmly on the ground, knees slightly bent, and your back straight. Raise the handle with your hands, allowing the weight of the handle to pull the rod out of the ground. Be sure to keep your head clear -- people have been known to knock themselves out by hitting themselves in the chin.
- d. How to put in expanded holes. If the ground is very hard, it may require several downward strokes of the handle to put the hole in as deep as you may want it. If this is the case, it may be difficult to pull back out. You can make it easier by bending or "swirling" the bar around every few strokes, to make the hole larger than the diameter of the rod. This will reduce the "drag" on the side of the rod and make it easier to take out of the ground.
- e. Looking for other utilities. -- In determining where to put your test holes, make certain you watch for any other underground utilities. **"READ" THE STREET!** The presence of telephone manholes surely indicates the presence of underground cables; these may or may not run straight between the manholes. No overhead power line, or a drop at a power pole, or splice box or transformer, indicates the presence of underground power lines. Watch for curb boxes on the gas and water lines, or any other indications of underground utilities, including TV Cable, street lights, traffic lights, hidden "dog fences", sprinkler systems, heated sidewalks, to name a few. **IN PUTTING YOUR BAR INTO THE GROUND, BE WATCHFUL FOR ANY UNDUE RESISTANCE IN THE GROUND WHICH MAY BE CAUSED BY AN UNDERGROUND UTILITY, AND INSTANTLY RESPOND BY NOT POUNDING ANYMORE.**
- f. Looking for Test Locations -- In addition to watching for other utilities, look for appropriate locations to insert the rod into the ground by noting 1) expansion joints in concrete 2) broken asphalt or concrete, often indicating a soft underlayment 3) trenches which may be softer than the surrounding area but will probably have a utility underneath.
- g. How to carry the bar -- The most practical way to carry the bar is to place the handle on the ground, grasp the handle about 6 to 8" from the bottom of the handle, then rest the rod on your shoulder, the bar should be upside-down at this point. **MAKE CERTAIN YOU GRASP THE BAR SECURLY.** By doing this, you have the bar parallel and to one side of your body, where you can control it. **DO NOT PLACE THE HANDLE OVER YOUR SHOULDER WITH THE ROD BEHIND YOU. YOU WILL BE UNABLE TO WATCH IT, AND YOU RUN THE RISK OF INJURING SOMEONE AROUND YOU.**
- h. Straightening the bar -- If you bend the rod, make certain you straighten it. This may be done by placing it into a previous hole in the pavement, or in a trailer hitch, etc. on a vehicle bumper, etc. Do not use a bent rod -- you may be risking injury by doing so, plus the bar may not go into the ground in the direction you want. Take note, that if you bend the rod once it causes it to lose some of its "temper" and it will bend more easily a second time

D. Contract Locating

1. Equipment:

- a. Connecting the transmitter—NEVER connect the transmitter directly to power carrying cables without first checking for and turning off any power sources if possible.
- b. If connecting to a power source with a SURE-LOCK- be certain the model of SURE-LOCK used is capable of being directly connected to live 50-60 hertz power sources up to 240 VAC. All models do not have this capability (Hot Box).
- c. Be certain the transmitter POWER is off before handling the clips on the conductive assembly. Some transmitters can deliver over 100 volts of signal which is capable of producing electrical shock if not carefully handled.
- d. Grounding Rod—When using the grounding spike, it should be firmly driven into the soil. When driving the spike always bend at the knees, facing the area you will be working. DO NOT drive or remove the spike while bending at an awkward angle or while having to make a long reach. Always remove the spike slowly and smoothly, without jerking.
- e. Shovel Safety:
 - Shovel edges shall be kept trimmed and handles checked for splinters and cracks.
 - Gloves should be worn to help prevent blisters or splinters.
 - Workers should wear safety shoes with sturdy soles.
 - You should have your feet well separated to get good balance and spring in the knees. The leg muscle will take much of the load.
 - To reduce the chance of injury, the ball of the foot (not the arch) shall be used to press the shovel into the ground.
 - If you cannot press the shovel into the ground with one foot, DO NOT attempt jumping on the shovel with both feet to drive the tip in.
 - DO NOT TRY AND “STAB” THE GROUND. The shovel can glance off of a curb, rock or riser and cut into your foot.
 - When digging, be watchful for any undue resistance in the ground which may be caused by an underground utility. Verify that it is not before continuing to dig.
 - Work with a gentle prying action and dig at an angle, so the shovel will slide along the surface of the wire, conduit or pipe.
 - When lifting dirt out of the hole, don’t grip close to the bottom of the shovel or too far at the end of the handle, because this causes strain on your back. Grip in the middle and continue the upward motion of lifting the dirt, ALWAYS KEEPING YOUR BACK STRAIGHT.
 - Don’t shovel a heavier load than you can lift.

2. Safe Driving: (Also see section VIII.A.14)

- a. Locators clock many hours on the road between locates. Often locators find themselves trying to read a map, read the locate request and drive all at the same time. This is the number one cause of rear end collision involving Utility Locators. YOU SHOULD ALWAYS TAKE THE TIME TO PULL OVER AND GET YOUR BEARINGS STRAIGHT BEFORE PROCEEDING.
- b. Never leave your vehicle running while out on a job site. The vehicle transmission could somehow engage causing the vehicle to start rolling. This could result in property damage or injury. It could also result in vehicle theft.

3. On-site Hazards:

When arriving at a requested location a visual inspection of the worksite is important to first identify any safety hazards in the work area. There are many safety obstacles that may be encountered on the locators work site.

- a. Work is often performed in and around roadways, and around construction equipment. Look for vehicles or equipment moving in your work area and make sure you are visible to the operator. Wearing a brightly colored safety vest is required. A hard hat is also required when working around construction sites.
- b. Always be on the lookout for any work being performed overhead. This could be cranes being used, workers in boom lifts, roofers working on top of buildings and workers on scaffolding, where the danger is being struck by dropped or falling objects. A hard hat can help prevent serious injury.
- c. A locator may face unfriendly dogs on the work site. (See section on “Dog Bites”.)

- d. Be aware of the many tripping hazards that you might encounter on the work site. Especially while trying to get away from other dangers.

E. Meter Reading

1. Refer to bullets A & B in this section.

XIV. LADDER SAFETY

- Ladder rungs, cleats, and steps shall be parallel, level, and uniformly spaced, when the ladder is in position for use.
- Ladders shall be inspected by a competent person for visible defects on a periodic basis and after any occurrence that could affect their safe use. Defective ladders shall be tagged and placed out of service.
- Place ladders on stable, level surface. Do not stand on top two rungs, or top of step ladders. Do not carry anything in hands that could cause injury in case of fall, and face the ladder when ascending or descending.
- The ladder side rails shall extend at least 3 feet (.9m) above the upper landing surface. When ladders are not able to be extended then the ladder shall be secured at its top to a rigid support that will not deflect. Extension ladders should be placed at a 4:1 ratio.
- Ladders shall not be loaded beyond the maximum intended load for which they were built, nor beyond the manufacturer's rated capacity.
- Ladders shall be used only for the purpose for which they were designed.

XV. EMERGENCY ACTION PLAN

An emergency action plan must be in writing, kept in the workplace, and available to employees for review. However, companies with 10 or fewer employees may communicate the plan orally to employees.

An emergency action plan must include at a minimum:

- Procedures for reporting a fire or other emergency.
- Procedures for emergency evacuation, including type of evacuation and exit route assignments.
- Procedures to account for all employees after evacuation.

The alarm system shall be distinctive and recognizable as a signal to evacuate the work area or perform actions designated under the emergency action plan. For those employers with 10 or fewer employees in a particular workplace, direct voice communication is an acceptable procedure for sounding the alarm provided all employees can hear the alarm.

Review of the emergency action plan with employees will occur:

- 1) When the plan is developed or the employee is assigned initially to a job.
- 2) When the employee's responsibilities under the plan change.
- 3) When the plan is changed.

Employees who need more information about the plan or an explanation of their duties under the plan can contact the Health Safety Department for assistance.

XVI. FIRE EXTINGUISHER PROGRAM.

Corporate Policy Statement

The Occupational Safety and Health Act of 1970 clearly states our common goal of safe and healthful working conditions. The safety and health of our employees continues to be the first consideration in the operation of this business.

Safety and health in our business must be a part of every operation. Without question it is every employee's responsibility at all levels.

It is the intent of this company to comply with all laws. To do this we must constantly be aware of conditions in all work areas

that can produce injuries. No employee is required to work at a job he or she knows is not safe or healthful. Your cooperation in detecting hazards and, in turn, controlling them is a condition of your employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct.

The personal safety and health of each employee of this company is of primary importance. The prevention of occupationally-induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

We will maintain a safety and health program conforming to the best management practices of organizations of this type. To be successful, such a program must embody the proper attitudes toward injury and illness prevention not only on the part of supervisors and employees, but also between each employee and his or her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing, the best experience of operations similar to ours. Our goal is nothing less than zero accidents and injuries.

STANDARD PRACTICE INSTRUCTION

DATE: July 3, 2008

SUBJECT: Fire Extinguisher Program

REGULATORY STANDARDS: OSHA - 29 CFR 1910.157
NFPA 10

BASIS: Over 150 major fires occur in workplaces on an annual basis. Fire is the third leading cause of accidental deaths in the United States. The Occupational Safety and Health Administration (OSHA) has established Federal regulations in 29 Code of Federal Regulation (CFR), §1910.157 for portable fire extinguishers and their use. OSHA has a general directive for employers to maintain a work place free of hazards. Under authority of this directive, OSHA requires that "employers shall provide portable fire extinguishers and shall mount, locate, and identify them so that they are readily accessible to employees without subjecting employees to possible injury." OSHA requires that education and training be provided to employees as well.

GENERAL: Heath Consultants Inc (HCI) will ensure that potential fire hazards within our facility(s) are evaluated. This standard practice instruction is intended to address comprehensively the issues of; evaluating and identifying potential fire hazards, providing fire fighting equipment, and providing training concerning these hazards to employees.

RESPONSIBILITY: The company Safety Manager is Boyd Goodman. He is solely responsible for all facets of this program and has full authority to make necessary decisions to ensure success of the program. The Safety Manager is the sole person authorized to amend these instructions and is authorized to halt any operation of the company where there is danger of serious personal injury.

Contents of the Fire Extinguisher Program for Incipient Fires

- 1. Written Program.**
- 2. Selection and Distribution of Fire Extinguishers.**
- 3. Labeling Of Fire Extinguishers.**
- 4. General Requirements.**
- 5. Inspection, Maintenance, And Testing.**
- 6. Training And Education.**

Heath Consultants Inc Fire Extinguisher Program for Incipient Fires

1. Written Program. HCI will review and evaluate this standard practice instruction:

- On an annual basis
- When changes occur to 29 CFR, that prompt revision of this document
- When facility operational changes occur that require a revision of this document
- When there is an accident or close-call that relates to this area of safety
- Review the program any time these procedures fail

Effective implementation of this program requires support from all levels of management within this company. This written program will be communicated to all personnel that are affected by it. It encompasses the total workplace, regardless of the number of workers employed or the number of work shifts. It is designed to establish clear goals and objectives.

2. Selection and Distribution. Portable fire extinguishers shall be provided for employee use and selected and distributed based on the classes of anticipated workplace fires and on the size and degree of the hazard which would affect their use. Fire extinguishers used by this company are for four classes of fires:

Class A Fire Extinguishers. Use on ordinary combustibles or fibrous material, such as wood, paper, cloth, rubber and some plastics. Travel distance for employees to any extinguisher is 75 feet (22.9 m) or less.

Class B Fire Extinguishers. Use on flammable or combustible liquids such as gasoline, kerosene, paint, paint thinners and propane. Travel distance from the Class B hazard area to any extinguisher is 50 feet (15.2 m) or less.

Class C Fire Extinguishers. Use on energized electrical equipment, such as appliances, switches, panel boxes and power tools. Travel distance from the Class C hazard area to any extinguishing agent is 50 feet (15.2 m) or less.

Class D Fire Extinguishers. Use on combustible metals, such as magnesium, titanium, potassium and sodium. Travel distance from the combustible metal working area to any extinguishing agent is 75 feet (22.9 m) or less.

3. Labeling Of Fire Extinguishers. All fire extinguishers used by this company will be labeled in accordance with NFPA 10, Standard for Portable Fire Extinguishers. Locations where fire extinguishers are mounted will also comply with NFPA 10 for labeling purposes.

4. General Requirements: HCI has provided portable fire extinguishers for employee use in the event of an incipient fire. All fire extinguishers shall be mounted no higher and no lower than four (4) feet from the floor. The following key personnel have specific responsibilities.

A. Safety Manager

- Manage the Fire Extinguisher Program.
- Schedule the proper training for employees.
- Update the program when necessary.
- Record and maintain training records.
- Ensure monthly/annual inspections are being conducted.

B. Maintenance Supervisor

- Replace used and damaged fire extinguisher(s).
- Reporting to either the Safety Manager or Purchasing that the fire extinguisher has been used or damaged.

C. Department and First Line Supervisors

- Ensure all fire extinguishers are accessible.
- Ensure employees are aware of where extinguishers are located.

- Make sure extinguishers are clean and are free from obstructions.
- Report to the Safety Manager that a fire extinguisher has been used or damaged.

All fire extinguishers shall be maintained as follows:

- Numbered to identify their proper location (see attached master list)
- Fully charged and in operable condition
- Clean and free of defects
- Readily accessible at all times

Note: HCI will not use portable fire extinguishers using carbon tetrachloride or chlorobromomethane extinguishing agents. Portable fire extinguishers that have soldered or riveted shell self-generating soda acid or self-generating foam or gas cartridge water type portable fire extinguishers which are operated by inverting the extinguisher to rupture the cartridge or to initiate an uncontrollable pressure generating chemical reaction to expel the agent shall be removed from the facility permanently.

5. Inspection, Maintenance, And Testing. HCI is responsible for the inspection, maintenance, and testing for all fire extinguishers on the premises.

HCI will assure that all portable fire extinguishers are subject to the following:

- Monthly visual inspections
- Annual maintenance check
- Six (6) year tear down maintenance
- Twelve (12) year hydrostatic test
- Extinguishers are promptly recharged
- Extinguishers are compatible

6. Training And Education. The purpose of this section is to establish training procedures which are necessary for the proper use and understanding of a fire and extinguishing the fire. Selected employees will be provided with an educational program to familiarize them with the general principles of fire extinguisher use and the hazards involved with incipient stage fire fighting. Training will require annual updating to ensure the proper procedures are being followed.

Initial Training Outline

- A. General principles of a fire.
- B. Hazards employed with an incipient stage fire(s).
- C. When to "back off" (evacuate) of an incipient stage fire(s).
- D. General fire principles of a fire extinguisher.
- E. Hazards employed with the use a fire extinguisher.
- F. Use of a fire extinguisher (hands-on).

Retraining. Retraining shall reestablish employee proficiency and introduce new or revised control methods and procedures, as necessary. Retraining shall be provided for all authorized and affected employees whenever there is:

- A change in job assignment.
- A change in machines, equipment or processes that present a new potential fire hazard.
- There is a change in the fire prevention procedures.
- This employer has reason to believe that there are deviations from or inadequacies in the employee's knowledge

or use of fire extinguishers or fire prevention procedures.

Training Documentation

All training will be documented and each employee's understanding will be subject to a "hands-on" test. Documentation will consist of, as a minimum, the employee's name, the trainer's name, the date of the training, and an outline of training provided.

Certification. This employer shall certify that employee training has been accomplished and is being kept up to date.

XVII. BENZENE AWARENESS

1. Possible locations where employees may be exposed to Benzene during their job functions are:

1. Petroleum refining sites
2. Tank Gauging (tanks at producing, pipeline & refining operations)
3. Field maintenance

2. The characteristics of Benzene:

Benzene is toxic, colorless, has an aromatic odor, is not soluble in water and is flammable.

3. Some of the health effects of Benzene:

Eye and skin irritations, short term effects: breathless, irritable, euphoric, etc.

4. Necessary PPE required:

Boots, gloves, sleeves, aprons, etc. Eye and face protection.

5. Safety precautions:

Benzene liquid is highly flammable and vapors may form explosive mixtures in air. Fire extinguishers must be readily available. Smoking is prohibited in areas where Benzene is used or stored.

6. Specific contingency/emergency plans:

Employer should be aware of Owners contingency plan provisions. Employees must be informed where benzene is used in host facility and aware of additional plant safety rules.

XVIII. BLOODBORNE PATHOGENS

Exposure incident means a specific eye, mouth, or other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

Those employers with employee's who might experience an occupational exposure to bloodborne pathogens as a result of their participation in an emergency first-aid response team, but only as a collateral duty, are still required to comply with the following standard.

Administration of Post-Exposure and Follow-up

The Health Safety Department ensures that health-care professional(s) responsible for employee's hepatitis B vaccination, post-exposure evaluation, and follow-up are given a copy of OSHA's bloodborne pathogens standard.

The Health Safety Department ensures that the health-care professional evaluating an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident
- Route(s) of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test
- Relevant employee medical records, including vaccination status

The Health Safety Department provides the employee with a copy of the evaluating health-care professional's written opinion within 15 days after completion of the evaluation.

Procedures for Evaluating the Circumstances Surrounding and Exposure Incident

The Health Safety Department will review the circumstances of all exposure incident to determine:

- Engineering controls in use at the time
- Work practices followed
- A description of the device being used (including type and brand)
- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shield)
- Location of the incident (OR, ER, patient room)
- Procedure being performed when the incident occurred
- Employee's training

The Health Safety Department will record all percutaneous injuries from contaminated sharps in a Sharps Injury Log.

If revisions to this ECP are necessary the Health Safety Department will ensure that appropriate changes are made. (Changes may include an evaluation of safer devices and adding employees to the exposure determination list.)

Employee Training

All employees who have occupational exposure to bloodborne pathogens receive initial and annual training conducted by the Health Safety Department.

All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

- 1) A copy and explanation of the OSHA bloodborne pathogen standard.
- 2) An explanation of our ECP and how to obtain a copy.
- 3) An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident.
- 4) An explanation of the use and limitations of engineering controls, work practice, and PPE.
- 5) An explanation of types, uses, location, removal, handling, decontamination, and disposal of PPE.
- 6) An explanation of the basis for PPE selection.
- 7) Information on the hepatitis B vaccine (including information of its efficacy, safety, method of administration, and the benefits of being vaccinated) and that the vaccine will be offered free of charge.
- 8) Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM.
- 9) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.
- 10) Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident.
- 11) An explanation of signs, labels, and color coding required by the standard and used at this facility.
- 12) Employers who have personnel trained in First Aid and are expected to provide emergency care.
- 13) Under circumstances in which differential between body fluids is difficult or impossible, all body fluids will be considered potentially infectious.
- 14) If provision of hand-washing facilities are not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with cloth/paper towels or antiseptic towelettes.
- 15) Specimens of blood or other potentially infectious materials must be put in leak proof bags for handling, storage and transport.
- 16) All equipment or environmental surfaces shall be cleaned & decontaminated after contact with blood or other infectious materials.
- 17) An opportunity for interactive questions and answers.

When the possibility of occupational exposure is present, PPE is to be provided at no cost to the employee such as gloves, gowns, etc. PPE shall be used unless the employer shows that employees temporarily declined to use PPE under rare circumstances. The employer shall ensure that appropriate PPE in the appropriate sizes is readily accessible. PPE should be cleaned, laundered & properly disposed. The employer shall repair & replace PPE as needed to maintain its effectiveness.

Training materials for this facility are available at the Health Safety Department offices.

XIX. ASBESTOS AWARENESS

Asbestos awareness training is required for employees whose work activities may contact asbestos containing material (ACM) or presumed asbestos containing material (PACM) but do not disturb the ACM or PACM during their work activities.

Asbestos materials are used in the manufacture of heat-resistant clothing, automotive brake and clutch linings, and a variety of building materials including insulation, soundproofing, floor tiles, roofing felts, ceiling tiles, asbestos-cement pipe and sheet, and fire-resistant drywall. Asbestos is also present in pipe and boiler insulation materials, pipeline wrap and in sprayed-on materials located on beams, in crawlspaces, and between walls.

Exposure to asbestos has been shown to cause lung cancer, asbestosis, mesothelioma, and cancer of the stomach and colon.

Signs and labels shall identify the material which is present, its location, and appropriate work practices which, if followed, will ensure that asbestos containing material (ACM) and/or presumed asbestos containing material (PACM) will not be disturbed.

If employees working immediately adjacent to a Class I asbestos jobs are exposed to asbestos due to the inadequate containment of such job, their employer shall either remove the employees from the area until the enclosure breach is repaired or perform an initial exposure assessment.

XX. CONFINED SPACE / PERMIT CONFINED SPACE

Each affected employee must be trained prior to initial assignment, prior to a change in assigned duties, if a new hazard has been created or special deviations have occurred.

The certification shall include employee name, trainer signature/initials, dates of training. Certification must be made available to employees & their authorized representative.

The work area must include provisions & procedures for pedestrian, vehicle & other barriers as necessary to protect entrants from external hazards & a method for verifying that conditions in the permit space are acceptable for entry during its duration.

An attendant must be on duty outside the confined space for the duration of entry operations. A single attendant will monitor no more than one confined space at any time.

Entrant, Attendants and Entry Supervisor definitions:

An “entrant” is the employee who will enter the confined space to perform a certain task. This employee must be trained to perform the task as well as the entry and exit procedures of the confined space. The entrant also participates in testing of the atmosphere and must sign the entry permit stating he has performed the atmospheric testing.

An “attendant” is an employee who monitors the confined space from above ground. The attendant is not allowed to enter the confined space for any reason and is to provide monitoring of the public or vehicular traffic and atmospheric conditions using testing equipment prior to and during the work to be performed. The attendant is to also summon emergency personnel in the event of an emergency, prevent unauthorized entry into the confined space, and provide first aid if necessary.

An “entry supervisor” is an employee who ensures the confined space permit is completed prior to any work being performed within the confined space. The entry supervisor must address preparation, issuance, use, termination or cancellation of the entry permit. Entry permit means the written or printed document that controls entry into a confined space. Permits completed by Heath Consultants are for Heath Consultant employees only. No other employees from other employers are allowed to enter the confined space on the Heath Consultants permit. Employees, or their representatives, must be given an opportunity to request the space be re-evaluated.

Entrants or their representatives are given an opportunity to participate in and review calibrated air monitoring data before entry.

Review and revision of the permit space program, using the canceled permits retained within 1 year after each entry, as necessary, will ensure that employees are protected. Note: A single annual review covering all entries performed during a 12-month period may be performed. If no entry is performed during a 12-month period, no review is necessary.

Rescue services must be either:

1. Provided by the host facility, or

2. Provided by an outside service which is given an opportunity to examine the entry site, practice rescue, and decline as appropriate, or
3. Provided by the employer by selecting a rescue team that is equipped and trained to perform the needed rescue services.

Heath Consultants will not enter a confined space where immediately dangerous to life and health (IDLH) conditions are present while work is being performed.

XXI. ELECTRICAL SAFETY: QUALIFIED / NON-QUALIFIED

Training requirements for employees in safety related work practices that pertain to their respective job assignments: (Heath Consultants employees are considered Non-Qualified individuals and must adhere to the following requirements)

- Safe work practices shall be employed to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed near or on equipment or circuits which are or may be energized.
- Conductors and parts of electrical equipment that have been de-energized but not been locked or tagged out shall be treated as live parts.
- While any employee is exposed to contact with parts of fixed electric equipment or circuits which have been de-energized, the circuits energizing the parts shall be locked out or tagged or both, (see Lockout/Tag-out procedures, Section XVIII).
- The Lockout/Tag-out procedure applies to work performed on exposed live parts (involving either direct contact or by means of tools or materials) or near enough to them for employees to be exposed to any hazard they present.
- Only qualified persons may work on electric circuit parts or equipment that has not been de-energized. Such persons shall be made familiar with the use of special precautionary techniques, PPE, insulating & shielding materials, and insulated tools.
- Vehicular and mechanical equipment: Any vehicle or mechanical equipment capable of having parts of its structure elevated near energized overhead lines shall be operated so that a clearance of 10ft. is maintained. If the voltage is higher than 50kV, the clearance shall be increased 4 in. for every 10kV over that voltage. However, under any of the following conditions, the clearance may be reduced:
 - I. If the vehicle is in transit with its structure lowered, the clearance may be reduced to 4 ft. If the voltage is higher than 50kV, the clearance shall be increased 4 in. for every 10kV over that voltage.
 - II. If insulating barriers are installed to prevent contact with the lines, and if the barriers are rated for the voltage of the line being guarded and are not a part of or an attachment to the vehicle or its raised structure, the clearance may be reduced to a distance within the designed working dimensions of the insulating barrier.
 - III. If the equipment is an aerial lift insulated for the voltage involved, and if the work is performed by a qualified person, the clearance(between the un-insulated portion of the aerial lift and the power line) may be reduced to the distance given in "Approach Distances" table, attachment E.
- Employees standing on the ground may not contact the vehicle or mechanical equipment or any of its attachments, unless:
 - I. The employee is using protective equipment rated for the voltage, or
 - II. The equipment is located so that no un-insulated part of its structure (that portion of the structure that provides a conductive path to employees on the ground) can come closer to the line than permitted.
- If any vehicle or mechanical equipment capable of having parts of its structure elevated near energized overhead lines is intentionally grounded, employees working on the ground near the point of grounding may not stand at the grounding location whenever there is possibility of overhead line contact. Additional precautions, such as the use of barricades or insulation, shall be taken to protect employees from hazardous ground potentials, depending on earth resistivity and fault currents, which can develop within the first few feet or more outward from the grounding point.
- When working under overhead lines, the lines shall be de-energized and grounded or other protective measures shall be provided before work is started.
- Unqualified employee clearance distances are 10' for 50kV plus 4" for every additional 10kV.
- Employees may not enter spaces containing exposed energized parts unless illumination is provided that enables the employees to work safely.
- Protective shields, protective barriers or insulating materials as necessary shall be provided while working in confined or enclosed work spaces where electrical hazards may exist.
- Portable ladders shall have non-conductive side rails (see Section XI Ladder Safety for more info).
- Conductive items of jewelry or clothing shall not be worn unless they are rendered non-conductive by covering,

wrapping or other insulating means.

XXII. LOCKOUT / TAG-OUT

The following procedures will be followed to lockout and tag-out energy sources prior to any maintenance or repair work performed on equipment or in work areas where the potential for equipment to become energized:

- Potential energy may include any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.
- Lockout/Tag-out devices shall indicate the identity of the employee applying the device.
- Supervisors shall perform periodic inspections to ensure procedures and requirements are being followed. A certified review of the inspection including date, equipment, employees & the inspector should be documented.
- Before an authorized or affected employee turns off a machine or equipment, the authorized employee shall have knowledge of the type & magnitude of the energy, the hazards of the energy to be controlled, & the methods or means to control the energy.
- The machine or equipment shall be turned off or shutdown using the procedures established for the machine or equipment. An orderly shutdown must be utilized to avoid any additional or increased hazard(s) to employees as a result of the equipment stoppage.
- All energy isolating devices that are needed to control the energy to the machine or equipment shall be physically located & operated in such a manner as to isolate the machine or equipment from the energy source.
- Following the application of lockout or tag-out devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained & otherwise rendered safe. If there is a possibility of re-accumulation of stored energy level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.
- Prior to starting work on machines or equipment that have been locked or tagged out; the authorized employee shall verify that isolation & de-energization of the machine or equipment have been accomplished.
- Groups of workers in different crafts, departments, etc. shall be notified of the lockout/tag-out of any equipment within the area or any employee who enters the area at the time the equipment is locked out/tagged-out. Notifications should afford the group of employees a level of protection equal to that provided by a personal lockout or tag-out device.
- The authorized employee should ascertain the exposure status of individual group members. Each employee shall attach a personal lockout or tag-out device to the group's device while he/she is working & then removes it when finished. During shift change or personnel changes, there should be sufficient notifications to ensure the continuity of lockout or tag-out procedures. Documentation should be specific.
- The training must include recognition of hazardous energy source, type & magnitude of energy available, methods & means necessary for energy isolation & control. Each authorized employee shall receive adequate training. The training should address that all affected employees are instructed in the purpose & use of the energy control procedure. There should be training provisions included for any other employee whose work operations are or may be in an area where energy control procedures may be utilized. The employee training should also address when tag-out systems are used including the limitations of a tag (tags are warning devices & do not provide physical restraint). The training should also include that a tag is not to be removed without authorization. The tag is never to be ignored or defeated in any way.
- Retraining is required when there is a change in job assignments, in machines, a change in the energy control procedures, or a new hazard is introduced. All training and/or retraining must be documented, signed & certified.

XXIII. RESPIRATORY PROTECTION

- The employee must be trained in the knowledge of respirators, fit, use, limitations, emergency situations, wearing, fit checks, maintenance & storage, medical signs & symptoms of effective use, and general requirements of the OSHA standard. The training must be provided before requiring the employee to use the respirator and annually thereafter.
- Respirators are to be used when engineering control measures are not feasible or during emergency situations with high exposure. Respirators shall be provided which are applicable and suitable for purpose intended (exposure to harmful vapors or oxygen deficient atmospheres).
- The respiratory program administrator shall be the Health Safety Manager who is knowledgeable of the complexity of the program, able to conduct evaluations and have the proper training.
- Respirators are required to be provided free to the employee.
- Hazards must be identified and NIOSH certified respirators must be selected and provided based on those hazards and factors affecting performance.

- Medical evaluation prior to fit-testing must be confidential, during normal working hours, convenient, understandable, and the employee given chance to discuss results with the physician or other licensed health care professional (PLHCP).
- Employees are required to pass qualitative fit test (QLFT) or quantitative fit test (QNFT) before initial use, if a different respirator is used, and annually.
- Anything that can affect the seal must be prohibited and include facial hair, glasses, etc. Respirators with tight-fitting face pieces shall not be worn by employees who have facial hair that comes between the sealing surface of the face piece and the face or that interferes with valve function.
- The program administrator must address appropriate surveillance, and ensure employees leave the area to wash, change cartridges, or if they detect break-through or resistance.
- Working in IDLH atmospheres is not allowed.
- Respirators are required to be provided in a clean and sanitary manner using manufacturer's procedures.
- Storage shall include protection from damage or contamination. For emergency use respirators; stored accessible, clearly marked.
- Inspections shall be performed in the following intervals for the rated respirator:
 - Routine use - before use and during cleaning.
 - Emergency use- monthly, and before and after each use.
 - Escape-only use - before being carried into workplace.

XXIV. RIGGING MATERIAL HANDLING

- Rigging equipment shall be inspected to ensure it is safe. Rigging equipment for material handling shall be inspected prior to use on each shift and as necessary during its use to ensure that it is safe.
- Defective equipment shall not be used and removed from service immediately.
- Rigging equipment shall not be loaded beyond its recommended safe working load and load identification shall be attached to the rigging.
- Rigging equipment not in use shall be removed from the immediate work area so as not to present a hazard to employees. Tag lines shall be used unless their use creates an unsafe condition.
- Hooks on overhaul ball assemblies, lower load blocks, or other attachment assemblies shall be of a type that can be closed and locked, eliminating the hook throat opening. Alternatively, an alloy anchor type shackle with a bolt, nut and retaining pin may be used.
- All employees shall be kept clear of loads about to be lifted and of suspended loads.

XXV. TRENCHING / SHORING / EXCAVATIONS

The location of underground installations shall be determined before excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 24 hours, or cannot establish exact location of these installations, the employer may proceed, provided the employer does so with caution and provided detection equipment or other acceptable means to locate utility installations are used.

Trench excavations shall have ramps, ladders, stairs, etc.; the means of egress must be within 25 feet of lateral travel for employees. For exposure to public traffic, the employees shall be provided reflective vests, etc. There should be some means to protect against falls from walkways or pedestrian crossings. Examples could include railings or guardrails. Employees should not work under loads of digging equipment where loads may fall. Employees must be protected from water accumulation, including the use of shields, and must be inspected by a competent person before work begins.

Competent persons should examine the possibility of cave-ins, failures or protective systems, etc. If problems are found, provisions should be made for immediate personnel removal. The competent person should be specified and his duties described. Duties might include: inspections prior to entry, atmospheric testing, and removal of workers if conditions dictate. Tests should be conducted for air contaminants (oxygen, flammable gases, etc. and provide ventilation where necessary. Soil classifications must be determined by testing and protective systems designed according to soil classifications.

XXVI. RECORDKEEPING

A. Training Records

Training records are completed for each employee upon completion of training. These documents will be kept for at least three years at Heath Consultants Human Resources offices. The training records include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee's authorized representative within 15 working days. Such requests should be addressed to Heath Safety Department.

B. Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records."

Heath Human Resources Department is responsible for maintenance of the required medical records. These confidential records are kept in the Heath Human Resource Department Offices for at least the duration of employment plus 30 years.

Employee medical records are provided upon request of the employee or to anyone having written consent of the employee within 15 working days. Such requests should be sent to the Heath Safety Department.

C. OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's recordkeeping requirements (29 CFR 1904). This determination and the recording activities are done by Heath's Human Resources Department.

D. Sharps Injury Log

In addition to the 1904 recordkeeping requirements, all percutaneous injuries from contaminated sharps are also recorded in a Sharps Injury Log. All incidences must include at least:

- Date of injury
- Type and brand of device involved (syringe, suture needle)
- Department or work area where the incident occurred
- Explanation of how the incident occurred

This log is reviewed as part of the annual program evaluation and maintained for at least five years following the end of the calendar year covered. If a copy is requested by anyone, it must have any personal identifiers removed from the report.

XXVII. ENFORCEMENT OF SAFETY POLICY

Safety violation notice(s) (Employee Warning Notice - Attachment B) shall be issued to any employee, subcontractor, or anyone on the jobsite violating the safety rules or regulations by the project manager or supervisor. Project Managers or Supervisors will meet with employee(s) to discuss the infraction & inform individual(s) of the rule or procedure that was violated and the corrective action to be taken.

- A. Any violation of safety rules can result in suspension or immediate termination.
- B. Any employee receiving three (3) written general violations within a six (6) month period shall be terminated.
- C. Issuance of a safety violation notice for failure to use any required safety equipment or for failure to report a job injury (at the time of the injury) may result in immediate termination, in accordance with company policy.

It is understood that **Heath Consultants Incorporated** is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed. If you have any questions regarding any of these policies contact your supervisor.

XXVIII. ATTACHMENTS

JOB SAFETY CHECKLIST

The following Job Safety Checklist has been condensed and edited from the Occupational Safety and Health Act, Part 1926, Construction Safety and Health Regulations. NOTE: Not all items required in all job functions.

A. Safety Rules

- _____ Shirts with sleeves worn.
- _____ Closed toe shoes worn.
- _____ Work areas safe and clean.
- _____ No use of alcoholic beverages or controlled substances.
- _____ Drug testing of employees involved in accident(s) resulting in personal injury or property damage.

B. Recordkeeping

- _____ OSHA poster "You Have a Right to a Safe and Healthful Workplace" posted.
- _____ OSHA " 300 Log of Occupational Injuries and Illnesses" posted from February 1 to April 30 only.
- _____ Safety meeting sign-in logs (Attachment C) maintained in a folder with a copy forwarded to the corporate office weekly.

C. Housekeeping and Sanitation

- _____ General neatness.
- _____ Regular disposal of trash.
- _____ Passageways, driveways, and walkways clear.
- _____ Waste containers provided and used.
- _____ Adequate supply of drinking water.
- _____ Sanitary facilities adequate and clean.
- _____ Adequate ventilation.

D. First Aid

- _____ First aid stations with supplies and equipment. The expiration dates of supplies checked monthly. Expired supplies discarded.
- _____ Trained first aid personnel.
- _____ Injuries promptly and properly reported.

E. Personal Protective Equipment

- _____ Hard hats.
- _____ Eye and face protection.

F. Fire Protection

- _____ Fire extinguishers charged and identified.
- _____ "No Smoking" signs posted.
- _____ Flammable and combustible material storage area.
- _____ Fuel containers labeled.

G. Hand Tools

_____ Tools inspected.

H. Flame Ionization Fuel

_____ Compressed gas cylinders secured in vertical position.

_____ Hoses inspected.

_____ Cylinders, caps, valves, couplings, regulators, and hoses free of oil and grease.

_____ Caps on cylinders in storage in place.

I. Motor Vehicles

_____ Lights, brakes, tires, horn, etc., inspected at regular intervals.

_____ No overloaded vehicles.

_____ No riding on the edge of or in pickup truck beds.

_____ Fire extinguishers installed and readily available.

_____ Seat belts worn at all times.

_____ Proper labeling and safety decals present. (“How’s My Driving”)

ATTACHMENT B

EMPLOYEE WARNING NOTICE



Employee:		Warning Date:
Employee No.	Department/Project #	Shift:

VIOLATIONS

- | | | |
|--|---|--|
| <input type="checkbox"/> ATTENDANCE | <input type="checkbox"/> PERSONAL WORK | <input type="checkbox"/> UNAUTHORIZED ABSENCE |
| <input type="checkbox"/> CARELESSNESS | <input type="checkbox"/> REFUSAL TO WORK OVERTIME | <input type="checkbox"/> WORK QUALITY |
| <input type="checkbox"/> CONDUCT | <input type="checkbox"/> SAFETY | <input type="checkbox"/> WILLFUL DAMAGE TO COMPANY |
| <input type="checkbox"/> INSUBORDINATION | <input type="checkbox"/> TARDINESS | <input type="checkbox"/> OTHER: |

WARNINGS PREVIOUSLY

Warning #	Date	Oral	Written	Signed
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMPANY STATEMENT

Signed	
Title:	Date:

EMPLOYEE STATEMENT

<input type="checkbox"/> I agree with Company Statement <input type="checkbox"/> I disagree with Company Statement	
Reasons:	
Signed	Date:

ACTION TAKEN:

I have read this Warning and understand it.

EMPLOYEE'S SIGNATURE _____ DATE:

SUPERVISOR _____ DATE:

This form was refused by Employee

SUPERVISOR _____ DATE:



Notice, after completion, contains information on the medical condition or history of an employee, then it must be placed in a confidential file and treated as confidential in accordance with applicable law and regulations.

ATTACHMENT C

Session Date:

Session Location:

Instructor:

**Length of
Session:**

**Session
Subject:**

Video:

Attended By:

Print Name / Employee Number

Print Name / Employee Number

1			2		
3			4		
5			6		
7			8		
9			10		
11			12		
13			14		
15			16		
17			18		
19			20		
21			22		
23			24		
25			26		
27			28		
29			30		



SUPERVISOR'S REPORT OF ACCIDENT

(Please read and follow instructions on back of form)
E-mail completed form to hr@heathus.com or fax to 713-844-1310

Heath Consultants Incorporated

Date and time [] A.M. [] P.M. of accident.

Name of employee Division Project

Employee title Years with company Years in present job

Did employee lose time from work? [] Yes [] No Hours lost date of accident Has employee returned to work? [] Yes [] No

ANSWER THE FOLLOWING: (Give honest opinion. We are not trying to assign blame-but prevent accidents.) CHECK

- 1. Was injured person properly instructed in safe and efficient methods?
2. Did injured person violate any instructions?
3. Was necessary protective equipment worn? (if applicable)
4. Did poor housekeeping contribute to the injury?
5. Did horseplay cause the injury?
6. Was the injury caused by something which needed repairs?
7. Did any bodily defect contribute to injury?
8. Was the injury caused by an unsafe act?
9. Did injured employee report the injury to you, the supervisor, immediately?
10. Was employee sent for post accident drug and alcohol testing?

ACCIDENT: (Describe what injured was doing at time of accident, what happened, who was involved, nature of injury.)

Witnesses' names:

UNSAFE ACTS: (What did the employee or another person do incorrectly?)

UNSAFE CONDITIONS: (What unsafe condition was involved?)

ACTIONS TAKEN: (What did you do to correct the conditions which caused the injury?)

REMEDIES: (What should Heath do to prevent other injuries like this?)

MEDICAL CARE: Did employee go to doctor or hospital? [] Yes [] No If "YES", complete the following:

Name of doctor or hospital Date of initial visit

Address Telephone number

As supervisor, do you feel that this injury should be covered under workers' compensation? [] Yes [] No

Reason why:

Report submitted by: Date

INSTRUCTIONS FOR COMPLETION OF "SUPERVISOR'S REPORT OF ACCIDENT" FORM

The primary purpose of the SRA is to investigate the accident. It is also used to report the accident to the corporate office where the First Report of Injury is completed and forwarded to the Workers' Compensation Insurance carrier. The SRA should be filled out as soon as possible after the accident. If the SRA is incomplete or delayed, corrective action may also be delayed. This may result in another occurrence of a similar accident. The initial information asked for at the top of the SRA concerning the injured person's name, division, project, title, time with the company and hours lost is self-explanatory, but necessary for eventual completion of the First Report of Injury.

The following is a line-by-line set of instructions for completing of the SRA questions by the supervisor of the injured employee. Concrete examples of important parts of the form are given for your use. This report is not to be completed by the injured employee.

1. Was proper instruction given to the employee on how to do the job safely? Supervisors should instruct their employees on how to do the job efficiently and safely.
2. Referred to in question # 1.
3. The supervisor should have told the employee what personal protective equipment is necessary to do the job. Did the employee wear the personal protective equipment when this job was being done?
4. Was the work area clean and well organized? (The work area may include the vehicle used on the job.)
5. Was there inadequate supervision? Did horseplay or practical jokes contribute to the accident?
6. Was the injured person using equipment that was unsafe and/or in need of repair?
7. Did this person have any bodily defects which might have helped cause the accident? i.e., poor vision, previous injury, etc.
8. Many accidents are caused in part by unsafe acts. An unsafe act is something that the injured person or another person did, that they should not have done, which led to the accident. Below is a list of the most common unsafe acts and contributing factors: Operating without authority; Failure to warn or secure; Operating at unsafe speed; Making safety devices inoperative; Using equipment, tools, materials or vehicles unsafely; Using defective equipment, materials, tools or vehicles; Failure to use personal protective equipment; Failure to use appropriate equipment provided; Unsafe lifting, loading, or carrying; Taking an unsafe position; Distracting or teasing; Poor housekeeping practices; Disregard of instructions; Lack of knowledge or skill; Act of other than injured.
9. The accident should have been reported immediately to the supervisor; was it?
10. It is a company policy that any employee involved in an at-fault injury must be sent for drug and alcohol testing.

ACCIDENT: Describe what the injured was doing at the time of the accident, what happened, who was involved and what injuries resulted.

UNSAFE ACT: Refer to question 8 above and the examples of unsafe acts.

UNSAFE CONDITIONS: Defective tools or equipment, Unsafe design or construction, Hazardous arrangement, Improper illumination, Improper dress, Poor housekeeping, Congested area, Other.

ACTION TAKEN: and **REMEDY:** Define the action and corrective action taken or to be taken.

MEDICAL CARE: Include all medical information that is known at this time. Do not delay the completion of this form for more complete information.

As supervisor, do you feel that this injury should be covered under Workers' Compensation benefits? As a general rule, if the employee is injured while at work, that injury is covered. However, if you as supervisor have reason to suspect that the injury did not occur at work, please explain. This is only an opinion and by itself will not deny benefits.

Electrical Safety Qualified/Non-qualified Employees Approach Distance Table

<u>Voltage range (phase to phase)</u>	<u>Minimum approach distance</u>
300V and less	Avoid Contact
Over 300V, not over 750V	1 ft. 0 in. (30.5 cm).
Over 750V, not over 2kV	1 ft. 6 in. (46 cm).
Over 2kV, not over 15kV	2 ft. 0 in. (61 cm).
Over 15kV, not over 37kV	3 ft. 0 in. (91 cm).
Over 37kV, not over 87.5kV	3 ft. 6 in. (107 cm).
Over 87.5kV, not over 121kV	4 ft. 0 in. (122 cm).
Over 121kV, not over 140kV	4 ft. 6 in. (137 cm).



Heath Consultants Incorporated
Risk Assessment Form

ATTACHMENT F

Employee Name: _____ Employee Number: _____ Date: _____ Start/End Time: _____ / _____

Division & Project: _____ / _____ Weather Conditions: Fair ___ Rain ___ Wet ___ Ice ___ Snow ___ AOE Pin# _____

STEP #1 Evaluation: The person conducting the risk assessment will observe the technician for 30 minutes to see the hazards encountered. The auditor will note those hazards below.

STEP #2 Coaching: For the next 30 minutes the auditor will coach the technician on hazard awareness. The auditor will draw attention to the hazards the technician encounters and how to avoid them.



Field Safety Inspection Report

Name: _____ Emp ID: _____ Date: _____

Project Number: _____ Location: _____ Time: _____ A.M./P.M.

EQUIPMENT	YES	NO	N/A	COMMENTS
Field Manual				
Client ID				
Heath ID				
Workers Comp. Card				
Safety Standards Card				
Uniforms				
Safety Vest				
Boots/Ankle Support				
Hard Hat/Date Issued				
Safety Glasses				
Flashlight				
Dog Umbrella				
Leak Detector				
Cell Phone				
Hydration Pack				
Hearing Protection				
Rain Gear				
First Aid Kit				
Other				
VEHICLE	YES	NO	N/A	COMMENTS
Current Inspection				
Current Registration				
Current Insurance				
Driver's License Exp. Date				
Headlights Working				
Taillights Working				
Brake Lights				
Turn Signals				
Hazard Lights				
Tires in Good Condition				
Beacon Light				
Company Logo				
Safety Cone				
Blind Spot Mirrors				
Accident/Injury Form				
Other				

Technicians Signature: _____

Inspection Completed By

Signature

**SAFETY MANUAL
EMPLOYEE ACKNOWLEDGMENT**

I state that I have attended safety orientation, and have read and received a copy of the **Heath Consultants Incorporated** safety rules and regulations.

I further state that I understand these rules and acknowledge that compliance with the safety rules and regulations is a condition of employment. If I violate the safety rules or fail to report an injury to my supervisor immediately, I understand that I am subject to termination, in accordance with company policy.

EMPLOYEE NAME (PRINTED AND SIGNATURE)

DATE

SUPERVISOR NAME (PRINTED AND SIGNATURE)

DATE

cc: Supervisor
Human Resources

**SECTION 10 - EXCEPTIONS,
ADDENDA & REQUIRED FORMS**

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.

No exceptions

Exceptions taken (describe--attach additional pages if needed)

Standard Terms and Conditions, Pg. 10, S.20 - Termination for Convenience: Heath would like to request mutual language in the paragraph. Example: "The City and the Contractor reserve the right to terminate this agreement..."

Standard Terms and Conditions, Pg. 11, S.25 - Indemnification: Heath would like to request consideration of Mutual Indemnification language. A sample is attached behind this page.

Standard Terms and Conditions, Pg. 15, S.41 - Notices: Heath would like to include email notifications. Sample language: "...(ii) sent via certified mail, registered mail, or email [...]If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof."

Additional Materials submitted (mark one):

No additional materials have been included with this bid

Additional Materials attached (describe--attach additional pages if needed)

Addenda

Bidders are responsible for verifying receipt of any addenda issued by checking the City’s website at www.myclearwater.com/apps20/cityprojects/invitationtobid.aspx/ prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt
1	

Vendor Name Heath Consultants Incorporated

Date: 1/15/16

MUTUAL INDEMNITY:

CONTRACTOR SHALL INDEMNIFY AND HOLD COMPANY AND ITS AGENTS, EMPLOYEES, PARTNERS, PARENTS, SUBSIDIARIES, INSURERS AND AFFILIATES HARMLESS FROM ANY LOSSES, COSTS, CLAIMS (INCLUDING CLAIMS OF CONTRACTOR'S EMPLOYEES), EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES OR DAMAGES OF EVERY NATURE AND DESCRIPTION (COLLECTIVELY "LOSSES") ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, EXCEPT THAT CONTRACTOR'S OBLIGATION TO INDEMNIFY COMPANY SHALL NOT APPLY TO ANY LOSSES OR LIABILITIES ARISING FROM COMPANY'S SOLE NEGLIGENCE, OR THAT PORTION OF ANY LIABILITIES THAT ARISE OUT OF COMPANY'S CONTRIBUTING NEGLIGENT ACTS OR NEGLIGENT OMISSIONS.

COMPANY SHALL INDEMNIFY AND HOLD CONTRACTOR AND ITS AGENTS, EMPLOYEES, PARTNERS, PARENTS, SUBSIDIARIES, INSURERS AND AFFILIATES HARMLESS FROM ANY LOSSES, COSTS, CLAIMS (INCLUDING CLAIMS OF COMPANY'S EMPLOYEES), EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES OR DAMAGES OF EVERY NATURE AND DESCRIPTION (COLLECTIVELY "LOSSES") ARISING OUT OF OR ALLEGED TO ARISE OUT OF COMPANY'S WORK OR PERFORMANCE UNDER OR RELATED TO THIS AGREEMENT, EXCEPT THAT COMPANY'S OBLIGATION TO INDEMNIFY CONTRACTOR SHALL NOT APPLY TO ANY LOSSES OR LIABILITIES ARISING FROM CONTRACTOR'S SOLE NEGLIGENCE, OR THAT PORTION OF ANY LIABILITIES THAT ARISE OUT OF CONTRACTOR'S CONTRIBUTING NEGLIGENT ACTS OR NEGLIGENT OMISSIONS.

Addendum # 1
ITB # 07-16, Natural Gas – Line Locating
January 12, 2016

NOTICE IS HEREBY GIVEN that the following addendum serves to provide clarification and to answer the questions received on ITB # 07-16, Natural Gas – Line Locating.

Item C on Page 18 has been revised as follows:

C. SERVICE TYPES:

Regular Request: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days, per F.S. 556.

Short Notice Request: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days.

Emergency Request: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); respond to the location within two (2) hours; and work completed within two full business days.

All other dates and terms and conditions remain the same in this Invitation to Bid.

End of Addenda

VENDOR INFORMATION

Company Legal/Corporate Name: Heath Consultants Incorporated

Doing Business As (if different than above): _____

Address: 9030 Monroe Rd.

City: Houston State: TX Zip: 77061 - _____

Phone: 713-844-1300 Fax: 713-844-1309

E-Mail Address: contractsadmin@heathus.com Website: www.heathus.com

DUNS # 00-106-0656

Remit to Address (if different than above):

Order from Address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: Gary Lape

Fax: 713-844-1309

Phone: 713-844-1300

E-Mail Address: g.lape@heathus.com

Day-to-Day Project Contact (if awarded):

Name: Jessie Spires

Fax: 615-361-8651

Phone: 561-400-1633

E-Mail Address: j.spires@heathus.com

____ Certified Small Business Certifying Agency: _____

XX Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: Suppliers
Clearinghouse of California PUC



SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY

CERTIFICATE EXPIRATION DATE: 06-04-2016

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Heath Consultants Incorporated
of Houston , Texas as a WBE***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 12120031

Determination Date: 06-04-2013

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HEATH CONSULTANTS INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 9030 MONROE ROAD	Requester's name and address (optional)
6 City, state, and ZIP code HOUSTON, TEXAS 77061	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
0	4	-	2	1	4	4	7	3	1

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ January 105, 2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
 - Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**SECTION 11 - INSURANCE CERTIFICATES &
BID BOND**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insgroup, Inc. 1455 W. Loop South, 9th Floor Houston TX 77027		CONTACT NAME: Linda Fontenot PHONE (A/C. No. Ext): (713) 541-7272 FAX (A/C. No.): (713) 772-5224 E-MAIL ADDRESS: lfontenot@insgroup.net	
INSURED Heath Consultants Inc. 9030 Monroe Rd. Houston TX 77061		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Ins. Co. NAIC # 23035 INSURER B: Steadfast Insurance Company 26387 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1572272005 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2Z91452436035	7/30/2015	7/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2Z91452436025	7/30/2015	7/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7Z91452436065	7/30/2015	7/30/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability			EOC5932316	7/30/2015	7/30/2016	Aggregate \$5,000,000 Each Claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket additional insured waiver of subrogation and 30 day notice of cancellation endorsement #LC0443 0512, LIM9901 0511 policy contains a special endorsement with the primary and noncontributory wording per form LC2420 0213 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Contractual Liability coverage provided by the policy is standard and may not cover all liabilities assumed by the named insured under the contract with the certificate holder endorsement CG0001 0413. The Auto Liability policy provide a blanket additional insured endorsement CA2048 1013 waiver of

CERTIFICATE HOLDER City of Clearwater Purchasing Department, ITB#07-16 P.O. Box 4748 Clearwater, FL 33758	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 Henry Hochman/JR02
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COMMENTS/REMARKS

subrogation endorsement CA0444 1013 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Auto Liability policy include a blanket 30 day notice of cancellation endorsement LIM9901 0511 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Umbrella Liability policy provide Auto Liability Follow Form and General Liability Contractual Liability Follow Form LCU0001 1110. Additional Insured status is included regarding form number LCU0001 1110, waiver of subrogation endorsement LC2407 0807 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Policy include a blanket 30 day notice of cancellation endorsement IC9999 1011 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization with whom you have agreed in writing prior to an "occurrence" to waive your rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This endorsement is executed by the LIBERTY INSURANCE CORPORATION

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. TH7-Z91-452436-065

Audit Basis

Issued To

Dexter R. Long
SECRETARY

David M. Jones
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization:

Scheduled Additional Insured Blanket Additional Insured and Waiver of Subrogation-Manager or Lessors of Premises
Expanded Blanket Additional Insured and Waiver of Subrogation (for installation purposes)
Blanket Additional Insured and Waiver of Subrogation-Person or Organization
Additional Insured -Architects, Engineers or Surveyors
Additional Insured - State, Municipality or Political
Subdivision-Permits
Additional Insured and Waiver of Subrogation - Lessor of Leased Equipment
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
Additional Insured - Owners, Lessees or Contractors - Completed Operations

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

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

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

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 the 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.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.

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.

Policy Number: AS2-Z91-452436-025
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with Company		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ Incl

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.

Policy Number TB2-Z91-452436-035

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Company	Per Schedule On File With The Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Endorsement number 41 for policy number TH7-Z91-452436-065

Named Insured Heath Consultants Incorporated

This endorsement is effective 07/30/2015 and will terminate with the policy. It is issued by the company designated in the Declaration. All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Change Endorsement

It is agreed that Endorsement 40, LIM 99 01 05 11 Notice of Cancellation to Third Parties is amended as follows:

Schedule is replaced with the following:

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with company		30

No Premium Change

Policy Number TB2-Z91-452436-035
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Health Care Professionals As Insureds
- Item 6. Knowledge Of Occurrence
- Item 7. Notice Of Occurrence
- Item 8. Unintentional Errors And Omissions
- Item 9. Bodily Injury Redefinition
- Item 10. Supplementary Payments – Increased Limits
- Item 11. Property In Your Care, Custody Or Control
- Item 12. Mobile Equipment Redefinition
- Item 13. Newly Formed Or Acquired Entities
- Item 14. Blanket Additional Insured Where Required By Written Contract
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 15. Blanket Additional Insured – Grantors Of Permits
- Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 17. Other Insurance Amendment
- Item 18. Contractual Liability - Railroads

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. 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.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 7. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

Item 8. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefinition

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

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

Item 12. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. Blanket Additional Insured Where Required By Written Contract

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

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

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.

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

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
 - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

(1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 15. Blanket Additional Insured – Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 16. Walver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 17. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 18. Contractual Liability – Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Heath Consultants, Incorporated, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Clearwater, as Obligee, in the sum of Seventy Nine Thousand Eight Hundred Forty Two Dollars (\$79,842) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Natural Gas Distribution Main and Service Line Locating #07-16 ("Project").

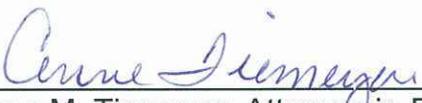
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 19th day of January, 2016.

Heath Consultants, Incorporated
(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 
Anne M. Tiemeyer, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230301

Certificate No. 006601380

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

E. Henry Hochman, and Anne M. Tiemeyer

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of December, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of December, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 _____ day of January, 20 16.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Auorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.