

STATE OF NORTH CAROLINA
Division of Community Revitalization (DCR)
Amended Best and Final Offer

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| Refer <u>ALL</u> Inquiries regarding this to: angela.dunaway@commerce.nc.gov (919) 526-8340 | Amended Best and Final Offer (BAFO) RFP # Doc1539254856_Builder |
| | Amended Best and Final Offer Issue Date: July 23, 2025 |
| | BAFOs will be received until: July 28, 2025, at 10:00 am EST |
| Using Agency: North Carolina Department of Commerce, Division of Community Revitalization | |

NOTICE TO VENDOR

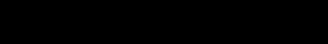
Vendor may choose to accept the State's selected house plan sets and pricing shown herein and sign the Amended Best and Final Offer (BAFO), which will finalize the contract. If a Vendor does not accept the house plan sets and pricing and sign the BAFO, Vendor will not be contracted for the services identified in Request for Proposal #Doc1539254856. The BAFO is being amended to correct the pricing for Garage per square foot in the Reconstruction Site Specific table attached. Please disregard the original BAFO and execute this Amended BAFO instead.

Submit the executed BAFO (this form) to angela.dunaway@commerce.nc.gov by the due date and time indicated above. Offers are subject to rejection unless submitted as described herein.

EXECUTION

In compliance with this Amended Best and Final Offer, and subject to all the terms and conditions herein, those in the original Request for Proposal (unless superseded herein) and in Vendor's offer thereto, the undersigned offers and agrees to furnish and deliver any or all goods/services which are offered, at the prices agreed upon in the BAFO and within the time specified. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud.

Failure to sign this Amended BAFO will render offer invalid and it SHALL BE REJECTED.

| | | |
|---|---|--|
| COMPLETE/FORMAL NAME OF VENDOR: Baumgardner House Raising, LLC | | |
| STREET ADDRESS: 12 London Road | P.O. BOX: N/A | ZIP: 28803 |
| CITY & STATE & ZIP: Asheville, NC 28803 | TELEPHONE NUMBER: (609)214-3627 | TOLL FREE TEL. NO: (609)214-3627 |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : 207 W Parkway Dr, Egg Harbor Township, NJ 08234 | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Christian Baumgardner, President | | FAX NUMBER: N/A |
| VENDOR'S AUTHORIZED SIGNATURE:  | DATE: 7/23/2025 | EMAIL: Christian@bhlffederal.com |

Best and Final Offer

The State has determined the house plan sets to be used and the pricing provided to be paid to all Vendors for the services defined in Request for Proposal #Doc1539254856, which are included as attachments to this Amended BAFO. Vendors may choose to accept the plan sets and pricing and sign this Best and Final Offer, which will finalize the contract. If a Vendor does not accept this BAFO, it will not be contracted for the services identified in this RFP.

IMPORTANT NOTE:

It is the Vendor's sole responsibility to ensure its BAFO has been received at angela.dunaway@commerce.nc.gov by the specified time and date. Upon receipt of the signed BAFO from the vendor, a confirmation email will be sent. If the Vendor does not receive a confirmation email within a reasonable time after BAFO submission, within normal business hours, it is the sole responsibility of the Vendor to send a follow up email to confirm receipt PRIOR to the due time and date. Vendors are cautioned not to wait until the time immediately preceding the due time and date to submit the BAFO. The State will countersign the BAFO and at that time a contract will be created. The State will send a fully executed contract (including the offer and the BAFO) to each vendor upon full execution.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:

The RFP is still in the evaluation period. During this period and prior to award, possession of the BAFO, original RFP response and accompanying information is limited to personnel of the Division of Community Revitalization responsible for participating in the evaluation. Responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. See RFP Section 3.2.

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of the Department of Commerce shall affix his/her signature to the Vendor's response to this Amended BAFO. The acceptance shall include the response to this Amended BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and all Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY

Offer accepted Signed by: _____ this 30th day of July 2025, as indicated on attached certification,
by _____ (Authorized representative of the Department of Commerce).

PRICING

| Rehabilitation Cost |
|---|
| Combined overhead and profit rate to be provided on top of approved Xactimate cost estimates. |
| 27.76% |

| MHU Price | | | | | | |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Scope of Work: The prices are inclusive of the following items: All permits/fees; taxes/sales tax; disconnection of all utilities; Demolition and disposal of the existing storm damaged MHU in an approved facility; Sitework and grading required to install the new MHU; Purchase of the new MHU; Hauling of the new MHU to the applicant address; Installation of the new MHU to be applicant address in accordance with program and code requirements; stairs; Skirting; Connection of all appliances and HVAC system; GC testing of all mechanical, electrical, and plumbing systems; All required code inspections; Placement of a minimum of 4 pallets of sod or minimum required to pass code inspections, whichever is greater; Fill dirt included as required to ensure proper drainage; Completion of all required program inspections; Title work (title to new MHU to be issued in applicant name prior to program final inspection); Certificate of Occupancy prior to key turn over; Warranty requirements as required in GC contract. All MHUs required to be HUD Compliant for the applicable thermal and wind zones and furnished with all appliances including central HVAC (mini-splits not allowed), refrigerator, stove/oven, dishwasher, water heater. | | | | | | |
| | Price | Price | Price | Price | Price | Price |
| | Singlewide MHU | Singlewide MHU | Singlewide MHU | Doublewide MHU | Doublewide MHU | Doublewide MHU |
| | 2 Bedroom / 2 Bathroom | 3 Bedroom / 2 Bathroom | 4 Bedroom / 2 Bathroom | 2 Bedroom / 2 Bathroom | 3 Bedroom / 2 Bathroom | 4 Bedroom / 2 Bathroom |
| Price Per Square Foot | \$ 152.74 | \$ 141.59 | \$ 141.33 | \$ 148.30 | \$ 138.79 | \$ 130.18 |
| Price per Square Foot Wheelchair Friendly Unit | \$ 164.60 | \$ 150.12 | \$ 149.76 | \$ 155.90 | \$ 144.97 | \$ 135.48 |

Reconstruction Base Plan Costs; 2 Bedroom / 2 Bathroom

All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.

| | 2 Bedroom / 2 Bathroom |
|--|------------------------|
| Site Work | \$ 11,294.44 |
| Foundation - Slab on Grade | \$ 24,575.02 |
| Plumbing | \$ 20,251.91 |
| Electrical | \$ 16,736.99 |
| Framing | \$ 43,764.92 |
| Doors & Windows | \$ 12,046.30 |
| Insulation | \$ 7,124.78 |
| Exterior Surface | \$ 15,345.43 |
| Interior Surface | \$ 11,870.78 |
| Mechanical | \$ 17,975.12 |
| Finish Carpentry | \$ 8,158.73 |
| Cabinets | \$ 10,644.86 |
| Appliances | \$ 6,446.18 |
| Flooring | \$ 9,200.19 |
| Paint | \$ 9,453.32 |
| Roofing | \$ 11,318.63 |
| Finish Details | \$ 7,264.68 |
| Miscellaneous | \$ 10,676.57 |
| Total Price | \$ 254,148.85 |
| Design Square Footage (Conditioned Space) on Selected House Plans | 1184 |
| Price Per Square Foot (Conditioned Space) | \$ 214.65 |
| Price Per Square Foot Slab Foundation | \$ 214.65 |
| Price Per Square Foot Pier and Beam Foundation | \$ 228.36 |
| Price Per Square Foot Stem Wall Foundation | \$ 226.99 |
| Price Per Square Foot Timber Pile Foundation up to 4' above grade | \$ 234.54 |
| Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade | \$ 244.87 |

Reconstruction Base Plan Costs; 3 Bedroom / 2 Bathroom

All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.

| | 3 Bedroom / 2 Bathroom |
|--|------------------------|
| Site Work | \$ 14,302.39 |
| Foundation - Slab on Grade | \$ 29,626.24 |
| Plumbing | \$ 22,249.78 |
| Electrical | \$ 19,036.13 |
| Framing | \$ 51,466.79 |
| Doors & Windows | \$ 14,133.71 |
| Insulation | \$ 8,546.72 |
| Exterior Surface | \$ 18,789.45 |
| Interior Surface | \$ 14,268.18 |
| Mechanical | \$ 19,724.03 |
| Finish Carpentry | \$ 9,866.08 |
| Cabinets | \$ 12,541.91 |
| Appliances | \$ 6,949.16 |
| Flooring | \$ 11,316.75 |
| Paint | \$ 11,353.58 |
| Roofing | \$ 13,094.69 |
| Finish Details | \$ 8,984.19 |
| Miscellaneous | \$ 12,846.16 |
| Total Price | \$ 299,095.94 |
| Design Square Footage (Conditioned Space) on Selected House Plans | 1450 |
| Price Per Square Foot (Conditioned Space) | \$ 206.27 |
| | |
| Price Per Square Foot Slab Foundation | \$ 206.27 |
| Price Per Square Foot Pier and Beam Foundation | \$ 218.76 |
| Price Per Square Foot Stem Wall Foundation | \$ 217.01 |
| Price Per Square Foot Timber Pile Foundation up to 4' above grade | \$ 222.72 |
| Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade | \$ 232.30 |

| Reconstruction Base Plan Costs; 4 Bedroom / 2 Bathroom | |
|---|------------------------|
| All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels. | |
| | 4 Bedroom / 2 Bathroom |
| Site Work | \$ 16,010.69 |
| Foundation - Slab on Grade | \$ 32,696.92 |
| Plumbing | \$ 23,435.96 |
| Electrical | \$ 21,006.80 |
| Framing | \$ 56,417.16 |
| Doors & Windows | \$ 15,409.87 |
| Insulation | \$ 9,622.79 |
| Exterior Surface | \$ 20,861.24 |
| Interior Surface | \$ 16,128.12 |
| Mechanical | \$ 21,114.59 |
| Finish Carpentry | \$ 11,029.63 |
| Cabinets | \$ 13,403.06 |
| Appliances | \$ 7,320.15 |
| Flooring | \$ 12,671.02 |
| Paint | \$ 12,548.74 |
| Roofing | \$ 14,480.24 |
| Finish Details | \$ 9,828.19 |
| Miscellaneous | \$ 13,826.97 |
| Total Price | \$ 327,812.14 |
| Design Square Footage (Conditioned Space) on Selected House Plans | 1645 |
| Price Per Square Foot (Conditioned Space) | \$ 199.28 |
| Price Per Square Foot Slab Foundation | \$ 199.28 |
| Price Per Square Foot Pier and Beam Foundation | \$ 210.62 |
| Price Per Square Foot Stem Wall Foundation | \$ 210.00 |
| Price Per Square Foot Timber Pile Foundation up to 4' above grade | \$ 225.75 |
| Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade | \$ 223.45 |

Reconstruction Site-Specific Unit Cost Pricing

All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.

| Demolition: | Price |
|--|--------------|
| Addition to MHU (100 - 500 SF) | \$ 6,833.93 |
| Addition to MHU (> 500 SF) | \$ 7,902.74 |
| House Demolition (up to 1000 SF under roof) | \$ 10,650.47 |
| House Demolition (1000 - 1500 SF under roof) | \$ 14,966.79 |
| House Demolition (1500 - 2000 SF under roof) | \$ 18,731.50 |
| House Demolition (2000 - 2500 SF under roof) | \$ 21,618.36 |
| House Demolition (2500 - 3000 SF under roof) | \$ 25,662.76 |
| House Demolition (> 3000 SF under roof) | \$ 31,660.47 |
| Shed or Carport (10-200 SF) | \$ 1,341.21 |
| Shed or Carport (201 - 400 SF) | \$ 2,569.33 |
| Shed or Carport (401 - 600 SF) | \$ 3,589.72 |
| Shed or Carport (601 - 800 SF) | \$ 4,592.18 |
| Shed or Carport (801 - 1000 SF) | \$ 5,761.41 |
| Concrete Flatwork (10-200 SF) | \$ 1,383.95 |
| Concrete Flatwork (201 - 400 SF) | \$ 2,522.80 |
| Concrete Flatwork (401 - 600 SF) | \$ 3,736.59 |
| Concrete Flatwork (601 - 800 SF) | \$ 4,720.37 |
| Concrete Flatwork (801 - 1000 SF) | \$ 5,925.87 |
| Concrete Flatwork (1001 - 1500 SF) | \$ 8,841.97 |
| Concrete Flatwork (1501 - 2000 SF) | \$ 11,082.09 |
| Concrete Flatwork (2001 - 2500 SF) | \$ 13,907.34 |
| Wooden Deck (10-200 SF) | \$ 1,250.53 |
| Wooden Deck (201 - 400 SF) | \$ 2,401.44 |
| Wooden Deck (401 - 600 SF) | \$ 3,469.77 |
| Wooden Deck (601 - 800 SF) | \$ 4,644.09 |
| Wooden Deck (801 - 1000 SF) | \$ 5,663.49 |
| Wooden Deck (1001 - 1500 SF) | \$ 7,687.84 |
| Wooden Deck (1501 - 2000 SF) | \$ 10,111.84 |
| Wooden Deck (2001 - 2500 SF) | \$ 11,559.73 |

| Accessibility Accommodations | |
|--|--------------|
| RA-1 Tub/Shower with Blocking & Grab Bar | \$ 1,644.76 |
| RA-2 Tub/Shower with Blocking, Grab Bars, Fold-up Seat, Shower Wand | \$ 3,101.88 |
| RA-3 Roll In Shower with Grab Bars, Fold-up Seat, Shower Wand | \$ 3,983.21 |
| Wooden Ramp (0-4' above grade) including no step entrance | \$ 8,685.53 |
| Wooden Ramp (4' - 8' above grade) including no step entrance | \$ 14,773.49 |
| Exterior Platform Lift (4' - 8' above grade) - inclusive of pad, framing, electrical* | \$ 20,494.56 |
| Exterior Platform Lift (8' - 12' above grade) - inclusive of pad, framing, electrical* | \$ 26,134.27 |
| Accessible Kitchen (appliances with knobs in front, roll under sink) | \$ 2,779.19 |
| Hearing Impaired (strobe smoke detectors) | \$ 624.15 |
| Utilities | |
| Complete Septic System Replacement | \$ 17,755.44 |
| Septic Drain Field Replacment | \$ 9,881.37 |
| Decommission Septic System | \$ 3,620.42 |
| Water Well Pump Replacement | \$ 4,433.08 |
| Water Well Replacement (up to 100 feet below ground surface)** | \$ 12,071.66 |
| Water Well Replacement (101 - 150 feet below ground surface)** | \$ 13,170.40 |
| Water Well Replacement (151 - 200 feet below ground surface)** | \$ 14,412.29 |
| Water Well Replacement (201 - 250 feet below ground surface)** | \$ 15,208.93 |
| Water Well Replacement (251 - 300 feet below ground surface)** | \$ 17,366.23 |
| Water Well Replacement (301 - 350 feet below ground surface)** | \$ 18,665.97 |
| Water Well Replacement (351 - 400 feet below ground surface)** | \$ 20,182.93 |
| Water Well Replacement (401 - 450 feet below ground surface)** | \$ 22,583.54 |
| Water Well Replacement (451 - 500 feet below ground surface)** | \$ 24,604.44 |
| Decommission Water Well | \$ 2,381.45 |
| Flatwork | |
| Flatwork Installed (50-100 SF) | \$ 1,352.84 |
| Flatwork Installed (101 - 200 SF) | \$ 2,441.99 |
| Flatwork Installed (201 - 300 SF) | \$ 3,587.18 |
| Flatwork Installed (301 - 400 SF) | \$ 4,675.15 |
| Flatwork Installed (401 - 500 SF) | \$ 5,822.76 |
| Flatwork Installed (501 - 600 SF) | \$ 6,958.71 |
| Flatwork Installed (601 - 700 SF) | \$ 8,090.77 |
| Flatwork Installed (701 - 800 SF) | \$ 9,173.97 |
| Flatwork Installed (801 - 900 SF) | \$ 10,552.94 |
| Flatwork Installed (901 - 1000 SF) | \$ 11,627.28 |
| Flatwork Installed (1001 - 1500 SF) | \$ 15,753.34 |
| Flatwork Installed (1501 - 2000 SF) | \$ 20,634.68 |

| Other Site-Specific Costs | |
|---|-------------|
| Site Survey (set backs and structure location) | \$ 2,067.05 |
| Elevation Survey (confirm base flood elevation and final elevation) | \$ 1,424.48 |
| Garage (per SF) | \$ 101.06 |
| Sod (per pallet installed) | \$ 654.53 |
| Tree Trimming (per tree) | \$ 695.65 |
| Stump Grinding (per stump) | \$ 702.68 |
| Stump Removal | \$ 1,220.09 |
| New Water Tap | \$ 3,302.19 |
| New Sewer Tap | \$ 3,743.31 |
| Underground electric (per linear foot) | \$ 65.24 |
| Stairs for elevated home (3.1' - 6' above grade) | \$ 2,300.38 |
| Stairs for elevated home (6.1' - 9' above grade) | \$ 3,470.05 |
| Stairs for elevated home (9.1' - 12' above grade) | \$ 4,792.18 |
| Tree removal (2" - 10" diameter) | \$ 806.50 |
| Tree removal (11" - 15" diameter) | \$ 1,360.38 |
| Tree removal (16" - 20" diameter) | \$ 1,832.06 |
| Tree removal (21" - 25" diameter) | \$ 2,484.60 |
| Tree removal (26" - 30" diameter) | \$ 3,065.34 |
| Tree removal (31" - 36" diameter) | \$ 3,866.61 |
| Concrete Culvert (12") | \$ 1,703.15 |
| Concrete Culvert (15") | \$ 1,900.65 |
| Concrete Culvert (16") | \$ 2,085.62 |
| Concrete Culvert (18") | \$ 2,239.60 |
| Concrete Culvert (20") | \$ 2,602.33 |
| Concrete Culvert (24") | \$ 3,037.21 |
| Fill Dirt (5 -15 CY) | \$ 658.90 |
| Fill Dirt (16 - 25 CY) | \$ 1,104.24 |
| Fill Dirt (26 - 35 CY) | \$ 1,442.22 |
| Fill Dirt (36 - 45 CY) | \$ 1,857.20 |
| Fill Dirt (46 - 60 CY) | \$ 2,419.18 |
| Fill Dirt (61 - 80 CY) | \$ 2,977.30 |
| Caliche or Crushed Concrete (5 -15 CY) | \$ 1,104.75 |
| Caliche or Crushed Concrete (16 - 25 CY) | \$ 1,703.44 |
| Caliche or Crushed Concrete (26 - 35 CY) | \$ 2,309.56 |
| Caliche or Crushed Concrete (36 - 45 CY) | \$ 2,902.60 |

* Exterior platform lift price includes purchase of a 1 year maintenance package after installation of the lift.

** Water well replacement to include min 1 HP pump and steel casing.

| Demolition - Only Site-Specific Unit Cost Pricing | |
|---|--------------|
| Demolition | Price |
| House Demolition (up to 1000 SF under roof) | \$ 11,098.13 |
| House Demolition (1000 - 1500 SF under roof) | \$ 15,521.23 |
| House Demolition (1500 - 2000 SF under roof) | \$ 19,356.99 |
| House Demolition (2000 - 2500 SF under roof) | \$ 22,288.23 |
| House Demolition (2500 - 3000 SF under roof) | \$ 26,494.61 |
| House Demolition (> 3000 SF under roof) | \$ 32,402.10 |
| Shed or Carport (10-200 SF) | \$ 1,365.76 |
| Shed or Carport (201 - 400 SF) | \$ 2,611.36 |
| Shed or Carport (401 - 600 SF) | \$ 3,654.24 |
| Shed or Carport (601 - 800 SF) | \$ 4,663.11 |
| Shed or Carport (801 - 1000 SF) | \$ 5,872.95 |
| Concrete Flatwork (10-200 SF) | \$ 1,393.34 |
| Concrete Flatwork (201 - 400 SF) | \$ 2,517.89 |
| Concrete Flatwork (401 - 600 SF) | \$ 3,724.21 |
| Concrete Flatwork (601 - 800 SF) | \$ 4,695.10 |
| Concrete Flatwork (801 - 1000 SF) | \$ 5,877.99 |
| Concrete Flatwork (1001 - 1500 SF) | \$ 8,820.10 |
| Concrete Flatwork (1501 - 2000 SF) | \$ 11,066.78 |
| Concrete Flatwork (2001 - 2500 SF) | \$ 13,920.40 |
| Wooden Deck (10-200 SF) | \$ 1,274.59 |
| Wooden Deck (201 - 400 SF) | \$ 2,423.20 |
| Wooden Deck (401 - 600 SF) | \$ 3,519.21 |
| Wooden Deck (601 - 800 SF) | \$ 4,699.65 |
| Wooden Deck (801 - 1000 SF) | \$ 5,733.88 |
| Wooden Deck (1001 - 1500 SF) | \$ 7,763.46 |
| Wooden Deck (1501 - 2000 SF) | \$ 10,102.15 |
| Wooden Deck (2001 - 2500 SF) | \$ 12,096.73 |
| Utilities | |
| Decommission Septic System | \$ 3,561.58 |
| Decommission Water Well | \$ 2,643.82 |

| Other Site-Specific Costs | |
|-----------------------------------|-------------|
| Sod (per pallet installed) | \$ 654.76 |
| Tree Trimming (per tree) | \$ 704.03 |
| Stump Grinding (per stump) | \$ 715.21 |
| Stump Removal | \$ 1,237.84 |
| Tree Removal (2" - 10" diameter) | \$ 828.37 |
| Tree Removal (11" - 15" diameter) | \$ 1,381.02 |
| Tree Removal (16" - 20" diameter) | \$ 1,895.20 |
| Tree Removal (21" - 25" diameter) | \$ 2,539.86 |
| Tree Removal (26" - 30" diameter) | \$ 3,132.03 |
| Tree Removal (31" - 36" diameter) | \$ 3,812.32 |
| Fill Dirt (5 -15 CY) | \$ 665.44 |
| Fill Dirt (16 - 25 CY) | \$ 1,114.62 |
| Fill Dirt (26 - 35 CY) | \$ 1,453.76 |
| Fill Dirt (36 - 45 CY) | \$ 1,874.04 |
| Fill Dirt (46 - 60 CY) | \$ 2,443.31 |
| Fill Dirt (61 - 80 CY) | \$ 2,997.93 |

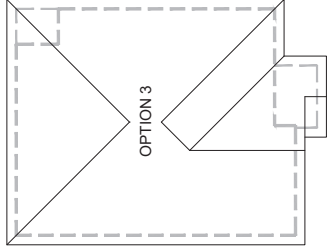
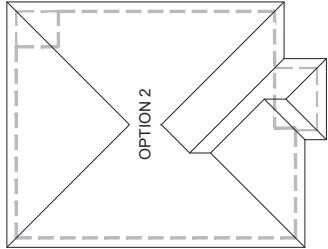
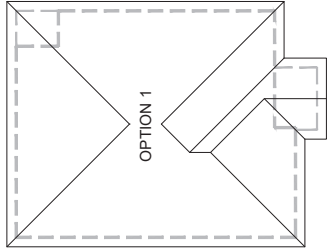
House Plan Sets

| SQUARE FOOTAGE CALCULATIONS | | |
|-----------------------------|----------------|---------|
| LOCATION | SQUARE FOOTAGE | REMARKS |
| FLOOR PLAN | 1,184 SQFT | |
| FRONT PORCH | 52 SQFT | |
| REAR PORCH | 30 SQFT | |

| DOOR SCHEDULE | | |
|---------------|-----|---|
| MARK | QTY | DESCRIPTIONS |
| 1 | 1 | 3'-0" X 6'-8" |
| 2 | 1 | 3'-0" X 6'-8" |
| 3 | 6 | 3'-0" X 6'-8" |
| 4 | 1 | 2'-0" X 6'-8" |
| 5 | 1 | (2) 2'-0" X 6'-8" |
| 6 | 1 | 30" X 54" ATTIC ACCESS |
| 7 | 1 | SELF CLOSING WITH A 1 1/2 HOUR FIRE RATING (VENTED) |

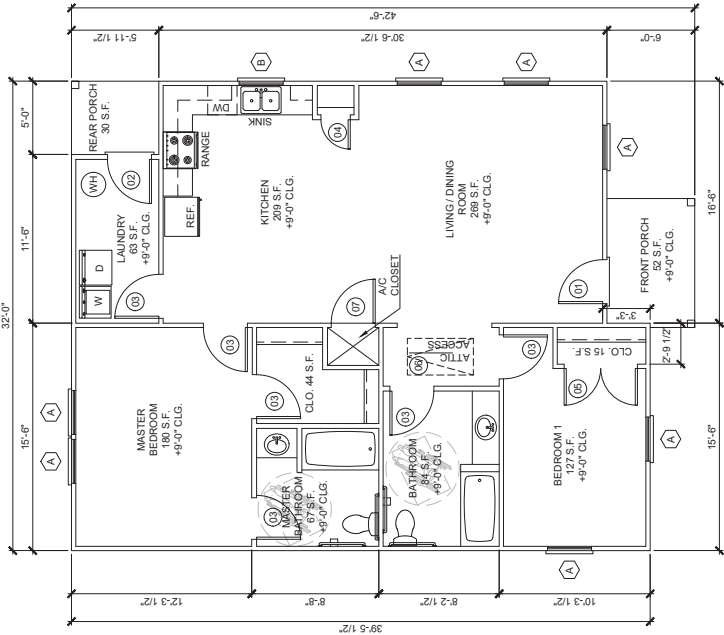
| WINDOW SCHEDULE | | |
|-----------------|-----|---------------|
| MARK | QTY | DESCRIPTIONS |
| A | 7 | 3'-0" X 5'-0" |
| B | 1 | 3'-0" X 3'-0" |

ROOF PLAN

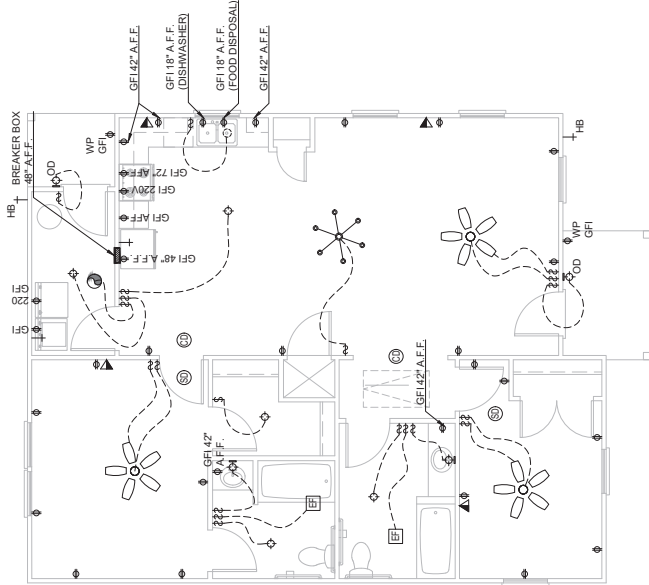


2 BED 2 BATH

POTTOK



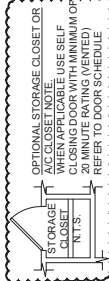
FLOOR PLAN



ELECTRICAL PLAN

FRONT ELEVATIONS (SIDING)

NOTE: ELEVATED HOMES TO BE CONSTRUCTED OUT OF WOOD FRAME CONSTRUCTION

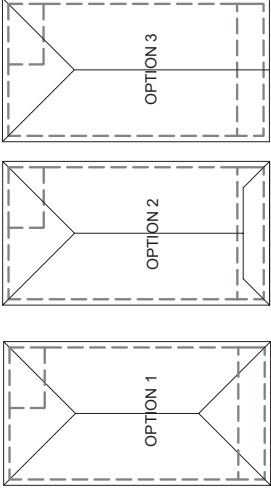


THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY DEVELOPMENT AND THE HURRICANE RESISTANT RECONSTRUCTION PLAN SETS. THIS SPECIFIC RECONSTRUCTION PLAN SETS, THIS SPECIFIC DRAWING SHALL NOT BE USED FOR PERMITTING.

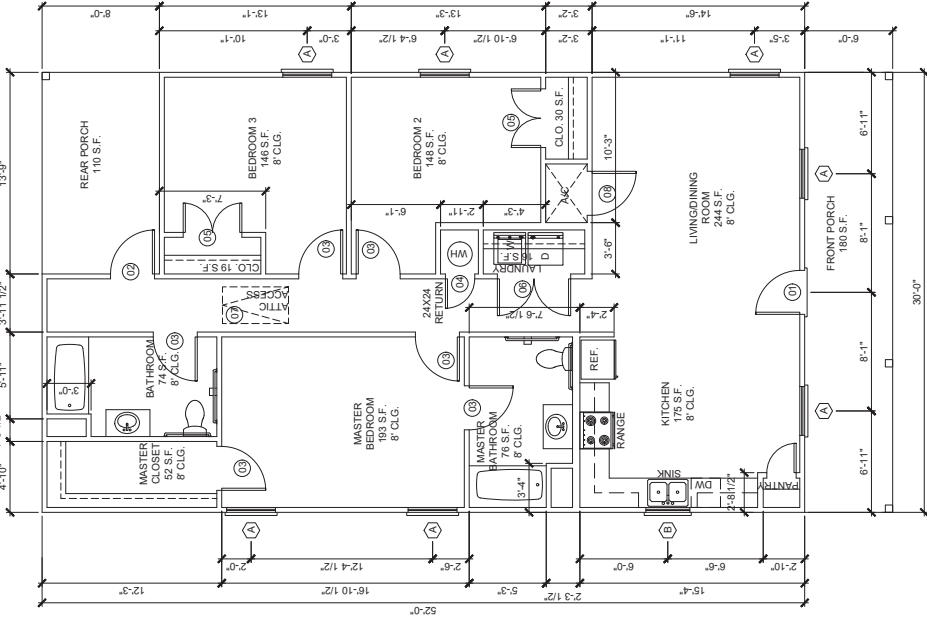
| DOOR SCHEDULE | | | REMARKS |
|---------------|-----|------------------------|------------------------------------|
| MARK | QTY | DESCRIPTIONS | REMARKS |
| 01 | 1 | 3'-0" X 6'-8" | EXTERIOR WITH PEEPHOLE |
| 02 | 1 | 3'-0" X 6'-8" | EXTERIOR |
| 03 | 6 | 3'-0" X 6'-8" | INTERIOR |
| 04 | 1 | 2'-0" X 6'-8" | INTERIOR VENTED WHEN GAS APPLIANCE |
| 05 | 2 | 6'-0" X 6'-8" | DOUBLE DOORS |
| 06 | 1 | 5'-0" X 6'-8" | DOUBLE DOORS |
| 07 | 1 | 30" X 54" ATTIC ACCESS | 350 POUND LADDER RATING |
| 08 | 1 | 2'-4" X 6'-8" | VENTED |

| SQUARE FOOTAGE CALCULATIONS | | | REMARKS |
|-----------------------------|----------------|--|---------|
| LOCATION | SQUARE FOOTAGE | | |
| FLOOR PLAN | 1,450 S.F. | | |
| FRONT PORCH | 180 S.F. | | |
| REAR PORCH | 110 S.F. | | |

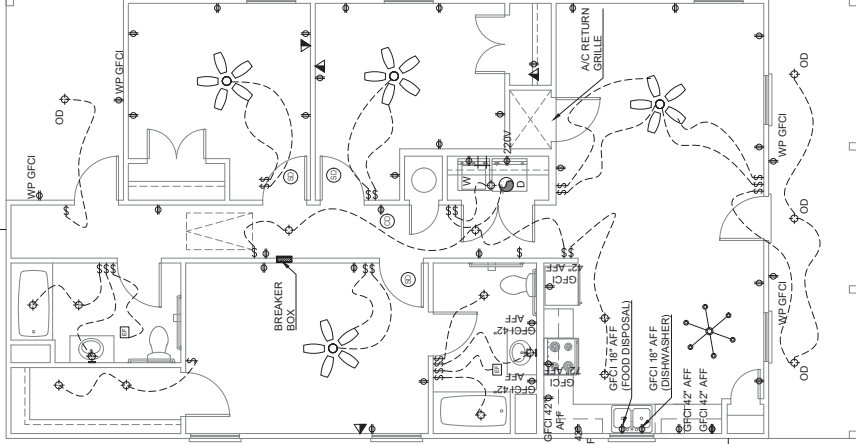
| WINDOW SCHEDULE | | | REMARKS |
|-----------------|------|---------------|-------------|
| MARK | QTY. | DESCRIPTIONS | REMARKS |
| A | 7 | 3'-4" X 5'-0" | SINGLE HUNG |
| B | 1 | 3'-0" X 3'-0" | SINGLE HUNG |



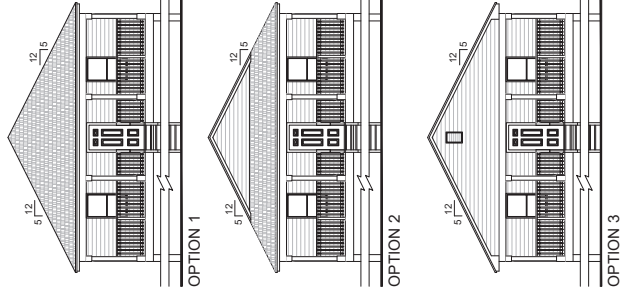
ROOF PLAN



FLOOR PLAN



ELECTRICAL PLAN



EXTERIOR ELEVATIONS (SIDING)

NOTE: ELEVATED HOMES TO BE CONSTRUCTED OUT OF WOOD FRAME CONSTRUCTION.

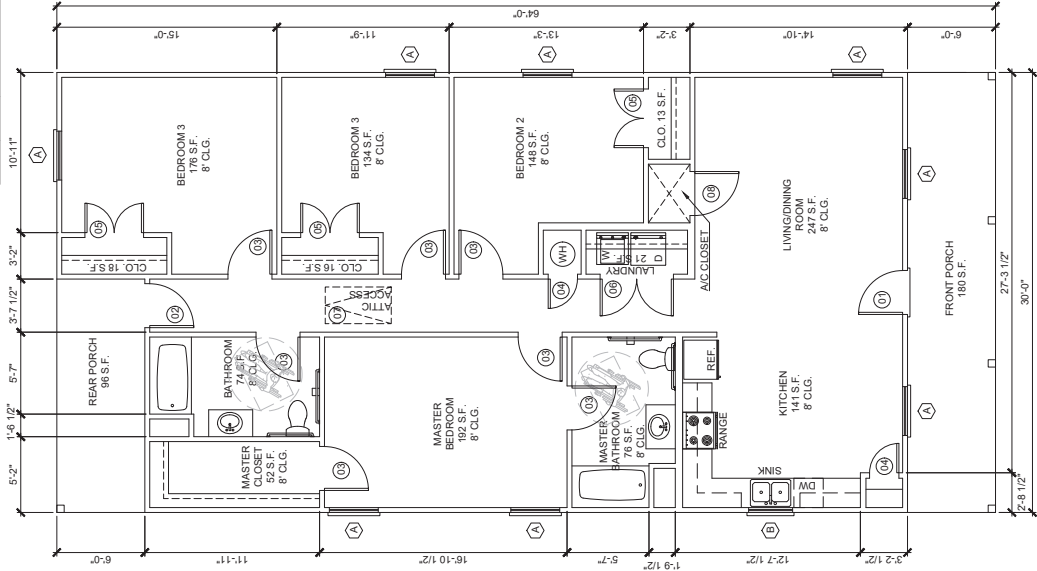


THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY DEVELOPMENT AND THE HURRICANE RESISTANT RECONSTRUCTION PLAN SETS. THIS SPECIFIC RECONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWINGS SHALL NOT BE USED FOR PERMITTING.

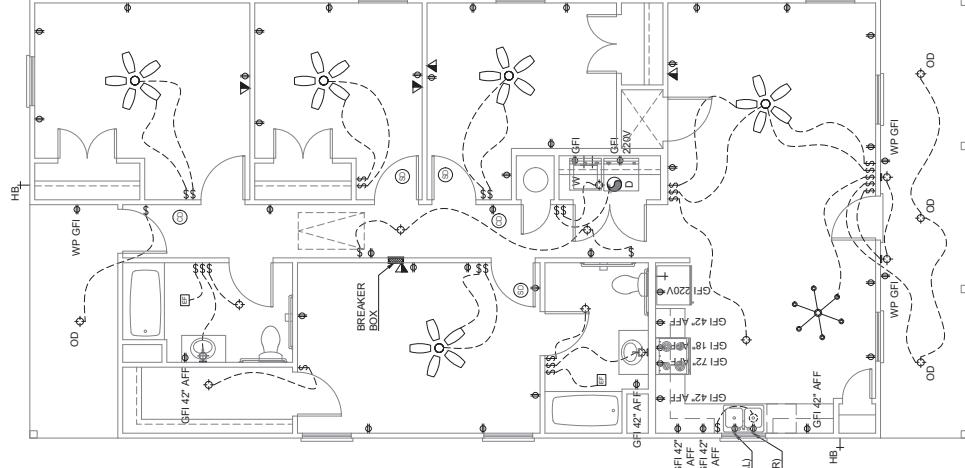
| DOOR SCHEDULE | | | |
|---------------|-----|------------------------|--|
| MARK | QTY | DESCRIPTIONS | REMARKS |
| 01 | 1 | 3'-0" X 6'-8" | EXTERIOR WITH PEEPHOLE |
| 02 | 1 | 3'-0" X 6'-8" | EXTERIOR |
| 03 | 7 | 3'-0" X 6'-8" | INTERIOR |
| 04 | 2 | 2'-0" X 6'-8" | INTERIOR |
| 05 | 3 | 6'-0" X 6'-8" | BHOLD |
| 06 | 1 | 5'-0" X 6'-8" | BHOLD |
| 07 | 1 | 30" X 64" ATTIC ACCESS | 350 POUND LADDER FOR ROOF ACCESS |
| 08 | | 3'-0" X 6'-8" | SELF CLOSING WITH 4" MINIMUM OF 20 MINUTE FIRE RATING (VENTED) |

| SQUARE FOOTAGE CALCULATIONS | | |
|-----------------------------|----------------|---------|
| LOCATION | SQUARE FOOTAGE | REMARKS |
| FLOOR PLAN | 1,945 S.F. | |
| FRONT PORCH | 180 S.F. | |
| REAR PORCH | 96 S.F. | |

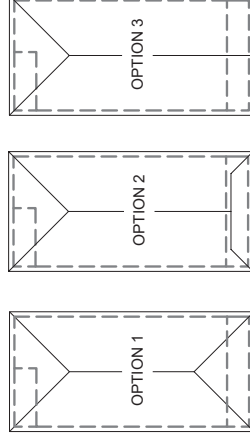
| WINDOW SCHEDULE | | | |
|-----------------|------|---------------|-------------|
| MARK | QTY. | DESCRIPTIONS | REMARKS |
| A | 8 | 3'-4" X 5'-0" | SINGLE HUNG |
| B | 1 | 3'-0 X 3'-0" | SINGLE HUNG |



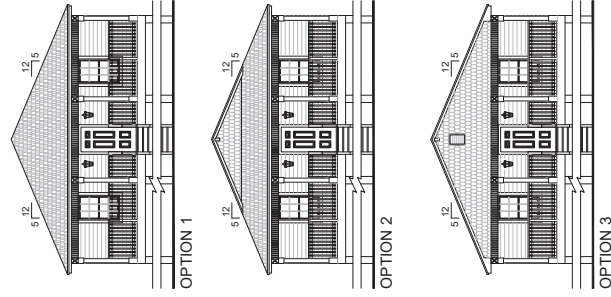
FLOOR PLAN



ELECTRICAL PLAN

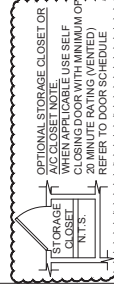


ROOF PLAN



EXTERIOR ELEVATIONS (SIDING)

NOTE: ELEVATED HOMES TO BE CONSTRUCTED OUT OF WOOD FRAME CONSTRUCTION.



THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCRP) AND THE HURRICANE HELENE HOUSING PROGRAM. AS SUCH, THIS DESIGN MAY BE REPLICATED OR RECREATED FOR USE FOR SITE SPECIFIC RECONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWING SHALL NOT BE USED FOR PERMITTING.



BID ADDENDUM

May 1, 2025

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

| | |
|--------------------------|--|
| Solicitation Number | Doc1539254856 |
| Solicitation Description | Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties |
| Addendum Number | 1 |

CHANGE TO SOLICITATION:

1. **ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES** the reference to “points” has been removed. Amended to read:

Complete one form for each of up to three (3) examples of **CDBG-DR housing engagements** delivered by the proposing General Contractor (prime contractor). Subcontractor qualifications will not be considered. Client Points of Contact must have an adequate understanding of the services delivered. ~~Reference points will not be awarded if the client cannot be contacted with the contact information provided. If the program example provided is not for CDBG-DR single family housing, then the program example will be considered non-responsive. The proposing entity must submit at least one minimally qualified program example for award consideration. Each program example can earn up to 15 points for a total maximum score of 45 points.~~

2. **2.8 PROPOSAL CONTENTS** amended to read:

Vendor response to Section 7: REQUIRED VENDOR INFORMATION should not exceed twenty (20) pages. This does not include cover page (title page), cover letter, table of contents, all pages of the RFP, **résumés, Annual Report, Litigation History**, certificate of insurance, compensation experience modification rate (EMR), copy of safety manual, copy of quality control manual, litigation history, and the completed attachments to this RFP.

RESPONSE TO QUESTIONS:

State's Responses to Questions Received by the due date and time of April 28, 2025, by 10:00 am ET. The Question appears exactly as submitted by the Vendor.

| | CITATION | VENDOR QUESTION | DCR RESPONSE |
|---|--|--|---|
| 1 | 7.13 Reconstruction Plan Sets, Page 36 | Do plan sets have to be included with the RFP submittal or only during the BAFO process? | Plan sets are <u>not</u> required to be provided with the RFP submittal. Plan sets will be requested during the BAFO process. |
| 2 | 7.13 Reconstruction Plan Sets, Page 36 | Can you please clarify what is required in the section? Should the vendor simply list previous CDBG-DR programs where the vendor has provided plan sets? | Correct, list previous CDBG-DR programs where the vendor has provided plan sets. |
| 3 | 2.8 Proposal Contents, Page 10 | Will resumes be included against the 20 page limit? | The 20-page limit does <u>not</u> include résumés. |
| 4 | 4.9 Bond and Insurance Requirements, Page 18 | Will blanket payment & performance bonds be allowed for this program? | DCR will consider, but not require, blanket payment & performance bonds. |
| 5 | 5.1 Scope of Services, Page 19 | Please clarify the time requirement for rehab projects with a scope less than \$50,000. Page 19 says 45 days, other pages state 30 days. | Rehabilitation projects with a scope <\$50,000 shall be completed within 45 calendar days from the Notice to Proceed to passed Final Inspection. |
| 6 | 2.8 Proposal Contents, Page 10 | Are the personnel resumes, project history, and Annual Report included in the 20 page limit? | The 20-page limit does <u>not</u> include résumés and Annual Report. The 20-page limit <u>does</u> include project history. |
| 7 | 7.4 Key Staffing Profile, Pages 33-34 | May resumes be excluded from the 20-page limit? | See answer to Question #3 and #6. |
| 8 | 7.5 References, Page 34 Attachment H, Page 67 | May a Letter of Reference be included as proof of endorsement if a person is unreachable when the Program attempts to contact them? | Yes. |

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| 9 | 7.6 Litigation History, Page 34 | May the Litigation History be excluded from the 20-page limit? May it be included as an appendix to Section 7? | The 20-page limit does <u>not</u> include Litigation History. |
| 10 | 7.8 Annual Report, Page 35 | May the Annual Report (financial statements) be excluded from the 20-page limit? May it be included as an appendix to Section 7? | See answer to Question #6. |
| 11 | ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS, Section 7c) SITUS AND GOVERNING LAWS, Page 49 | Please clarify the requirement for domestication. If the Vendor corporation is not legally formed in North Carolina but registered with the North Carolina Secretary of State as a foreign corporation in North Carolina and in good standing, does this satisfy the "domestication" process? | Yes. A foreign corporation must obtain a Certificate of Authority from the N.C. Secretary of State, which will satisfy the domestication requirement in Attachment C, Section 7c. |
| 12 | 5.0 Scope of Work, Page 19 4.1 Minimum Qualifications, Page 16 | There are two different timeframes prescribed for rehabilitation projects <\$50,000. We recommend 45 days as the standard acceptable timeframe. Please clarify. Section 5.0 Scope of Work (page 19) states "... 45 days for rehabilitation projects with a scope <\$50,000..." Section 4.1 Minimum Qualifications (page 16) states "ability to carry residential rehabilitation projects to completion within 30 days for projects with a scope <\$50,000..." | Rehabilitation projects with a scope <\$50,000 shall be completed within 45 calendar days from the Notice to Proceed to passed Final Inspection. |
| 13 | 5.7 Liquidated Damages, Page 31 | On the pre-bid call, one of the speakers said that these timelines would be enforced unless there are "excusable delays approved by the state." Can you please provide a list of excusable delays and how the state will manage approving them? For example, are delays in getting permits, environmental mitigation delays or inspections from local governments excusable delays? | An exhaustive list of excusable delays cannot be provided. Requests by general contractors for an extension to the period of performance will be reviewed on a case-by-case basis. |

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| 14 | 4.9 Bonds and Insurance, Page 18 | With respect to the ongoing value of the P&P bonds, will Contractor be permitted to reduce the value of the bonds by the contract amount associated with completed projects? If so, will the trigger to reduce the bond value be based on the date of passed final inspection or the date of final payment for the completed project? | Yes, as long as the vendor maintains performance and payment bonds in an amount equal to (or greater than) the value of the active construction projects issued under the awarded contract. Reduction will be based on the date of final payment. |
| 15 | 4.9 Bonds and Insurance, Page 18 | The RFP states that bond riders will be required to capture increased costs resulting from approved change orders such that 100% of the project cost is always covered by a valid P&P bond. Assuming change orders will be relatively frequent, will Contractor be permitted to establish a set interval (i.e. quarterly) to reconcile the contract and bond values to a change order log and issue such riders based on changes that occur within that period? Else, it's possible that multiple riders will need to be issued weekly. | If the builder is operating at its bond ceiling, then riders will need to be issued in a timely manner to account for change orders. |
| 16 | 4.3 Payment Structure, Page 16 | Is it DCR's intention to withhold retainage on Vendor's monthly invoices? If so, what % will be withheld and what will be the trigger for DCR to release the retainage? | The implementation vendor will inform the payment schedule as a part of its construction management strategy. |
| 17 | 4.3 Payment Structure, Page 16 | In lieu of withholding retainage, if any, will DCR accept a Retention Bond in addition to the P&P bonds? | DCR may consider a Retention Bond if it integrates with the implementation vendor's construction management strategy. |
| 18 | 5.2.4 Manufactured Housing Units, Page 27 | Does the contractor who is buying and installing MHU's in NC need to have a resellers license? | DCR does not require a resale license; the vendor must comply with all relevant local, state, and federal tax laws and regulations. |
| 19 | 5.6 Project Assignment Methodology, Page 31 | Would the program consider awarding projects within a centralized region(s)? Concentrating efforts in a | DCR will consider geographic clustering for builder assignments if it aligns with the |

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| | | specific area could potentially lead to a higher success rate for both the program and its vendors by streamlining logistics, reducing travel time, and enhancing overall efficiency. | implementation vendor's construction management strategy. |
| 20 | 2.1 Request for Proposal Document and Scopes of Work, Page 6 | <p>"DCR, or an Implementation Vendor on behalf of DCR, will issue Scopes of Work for specific project assignments to Vendors that are qualified and awarded pursuant to this RFP."</p> <p>What will be the methodology used by DCR or the implementation vendor to assign work to general contractors? Will this methodology or scorecard be shared with the general contractors? Will DCR or the implementation vendor award contractors with more assignments for completing homes under the contractual deadlines?</p> | The implementation vendor will assign projects in accordance with their construction management strategy. The strategy will be communicated to the builders and updated regularly based on performance and capacity. |
| 21 | 3.1 Method of Award, Page 11 | <p>"The State intends to select up to 25 of the most qualified Vendors. Once a pool of the most qualified Vendors is identified, the State will then engage in a Best and Final Offer (BAFO) negotiation phase. Vendors who intend to perform reconstruction projects will be asked for reconstruction plan sets as part of the BAFO process. Plans sets may include traditional Stick-Built construction or modular construction. Costs for all project types will be negotiated during that process as well."</p> <p>Are construction plan sets required to be submitted with the response to this RFP? Or will they be required only if the contractor is selected to participate in the BAFO negotiation phase.</p> | See answer to Question #1. |
| 22 | 5.2.2 Repair Scope of Work, Page 23 | "The Scope of Work for each repaired structure will vary, but may include, although not be limited to, the following: Providing architectural and house plan renderings" | Renderings are only necessary if required by the jurisdiction. |

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| | | Are architectural and house plan renderings to be required on every repair project or only if required by the jurisdiction. | |
| 23 | 5.2.3 Size and New Unit Configuration, Page 24 | <p>“Which standard floorplan the applicant receives is based on DCR policy”</p> <p>How many “Standard floorplans” does the program plan on including in the program? Is it the programs intent to keep the number of standard floorplans to a minimum? Will the program consider two or more story homes?</p> | DCR will limit the number of floor plans selected. Plans for two or more story homes will only be considered in site limiting circumstances with no other alternatives. |
| 24 | 5.4 Additional Requirements, Page 30 | <p>“Meet with the program and individual property owners to review the Scope of Work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection.”</p> <p>What will the program’s policy be towards homeowner access to the property during construction? Will homeowners be attending the program inspections? Will homeowners determine quality standards, or will quality standards only be upheld by DCR and the implementation vendor?</p> | Builders should establish safe practices for homeowner access to their property. Homeowners are not required to attend or approve program inspections or quality standards. |
| 25 | 2.4 RFP Schedule, Page 7 2.6 Proposal Questions, Page 8 | To allow proper consideration, review, and question submittal, please extend all dates by one week, starting with extending submittals of RFIs until May 5. | The RFP Schedule remains as indicated in the Solicitation. |
| 26 | 2.8 Proposal Contents, Page 10 7.4 Key Staffing Profile Page 33 | Are resumes exempt from the page count? | See answer to Question #3. |
| 27 | 2.8 Proposal Contents, Page 10 7.9 Safety Information, Page 35 | Are the Safety & Quality Manuals required with submission? | Per 7.9 Safety Information, “A copy of Vendor’s safety manual may also be required. <u>The safety manual will become part of the Contract if your Solicitation Response is selected.</u> ” Vendors |

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| | 7.10 Quality Control Program, Page 35 | | <p>are not required to submit with their offer their Safety Manual; however, vendors are welcome to provide it with their offer submission. If the safety manual is not provided with offer submission; if awarded a contract, the safety manual must be provided.</p> <p>Per 7.10 Quality Control Program, <i>"A copy of Vendor's quality control manual may be required. <u>The quality control manual will become part of the Contract if Vendor's Solicitation Response is selected.</u>"</i> Vendors are not required to submit with their offer their Quality Control Manual; however, vendors are welcome to provide it with their offer submission. If the quality control manual is not provided with offer submission; if awarded a contract, the quality control manual must be provided.</p> |
| 28 | 2.8 Proposal Contents, Page 10 7.8 Annual Report, Page 35 | Are financial statements exempt from the page count? | See answer to Question #6. |
| 29 | 2.8 Proposal Contents, Page 10 | The description of required vendor information does not include Section 7.8 Annual Report. Annual Report documents (such as audited financials) can easily be dozens of pages. What is the recommendation for including Annual Reports while adhering to the limitation of 20 pages? | See answer to Question #6. |
| 30 | 3.1 Method of Award, Page 11 | If a vendor is awarded reconstruction projects, can they elect to replace all eligible homes with modular homes, | If vendors submit modular plan sets for DCR consideration and if |

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| | | rather than offering stick-built reconstruction as an option? | DCR selects a modular plan set for program use, then yes, the vendor may use the DCR approved modular plan set for reconstruction projects. |
| 31 | 5.2.4 MANUFACTURED HOUSING UNITS Manufactured Housing Unit (MHU) Replacement Scope of Work Page 29 | <p>"Coordinating applicant move out, and providing temporary housing."</p> <p>Section 5.2.4 references the contractor coordinating applicant move-out and providing temporary housing, if eligible. Could the State please clarify the contractor's responsibilities in this process? Specifically, is the contractor responsible for locating, securing, and paying for alternative living arrangements? If so, what eligibility criteria and requirements must be followed so that contractors can accurately account for these costs in their bids?</p> <p>Regarding the provision of temporary housing during the move-out period, who holds liability for the applicant's welfare, property, and behavior while in temporary accommodations?</p> | Temporary housing will not be offered to all applicants. The implementation vendor will determine which, if any applicants, qualify for temporary housing. The implementation vendor will include temporary housing in the vendor's scope of work. The vendor will be required to issue a voucher to the qualified applicant for temporary housing. The applicant will use the voucher to acquire temporary housing. |
| 32 | 5.4 Additional Requirements, Page 30 | <p>"The initial meeting between the general contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the Western North Carolina Hurricane Helene impacted counties area."</p> <p>Is an in-person preconstruction meeting required between the applicant and Vendor Representative before each site evaluation?</p> <p>Are there any other face-to-face meetings requirements?</p> <p>"Assist homeowners in vacating their damaged home." Will the state provide</p> | <p>In person meetings are encouraged for each site evaluation, but DCR will consider alternative approaches that accelerate recovery or improve applicant service.</p> <p>The implementation vendor will scope pods or temporary storage facilities for each applicant.</p> |

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| | | <p>Pods or the funds to purchase the pods for assistance?</p> | |
| 33 | <p>4.1 Minimum Qualifications, Pages 15-16</p> <p>7.0 Required Vendor Information, Pages 32-36</p> | <p>Do you want the Evaluation Criteria to refer to the relevant responses within 4.1 Minimum Qualifications and 7.0 Required Vendor Information, or are standalone responses for each of the Evaluation Criteria requested?</p> <p>For example, 3.4, a, ii Financial Stability and Solvency could refer to 4.1 Financial Solvency and Stability and 7.8 Annual Report, or we could provide a narrative response to 3.4.</p> <p>In the interest of not submitting a voluminous proposal, we want to avoid duplicative responses in multiple sections unless explicitly requested.</p> | <p>Standalone responses for each of the Evaluation Criteria are not required or expected. The Evaluation Criteria are intended to communicate to Vendors how DCR will evaluate Vendors' responses and are based on the specifications elsewhere in the RFP.</p> |
| 34 | <p>7.4 Key Staffing Profile, Page 33</p> | <p>"Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation. Vendor shall designate a dedicated construction lead who will be located in the Western North Carolina Hurricane Helene recovery area."</p> <p>Are we providing their personal résumés or are we providing just their name, contact information and their job description?</p> | <p>Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation.</p> <p>Vendor must identify which employees, including if applicable the Project Manager, will be physically located in the responding area as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).</p> <p>Key staff must include the following (DCR prefers for the three referenced positions to be held by three separate individuals qualified to perform each role):</p> <ul style="list-style-type: none"> -Project Manager -Superintendent (s) -Warranty Coordinator |

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| 35 | 7.5 References, Page 34 | <p>“Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. DCR reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. DCR reserves the right to contact programs other than those listed by the Vendor in which DCR knows the Vendor participated.”</p> <p>Can we provide more than three references even if they are in the same state/local government entity, where we have been assigned/contracted to complete projects from demo, abatement, rehabilitation, MHU replacement, reconstruction and elevation projects?</p> | Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. |
| 36 | 7.13 Reconstruction Plan Sets (for Vendors seeking to perform reconstruction projects), Page 36 | <p>“Provide examples of single-family construction projects where you have provided the plan sets and specifications; DCR is specifically interested in examples of any CDBG-DR work where you have provided the plan sets and specifications. During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets of single-family homes, including options for Stick-Built or Modular homes, for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program.”</p> <p>Do you want the entire plan set, or just an overview? Is that outside of our 20 page limit when submitting our RFP?</p> | <p>See answer to Question #1.</p> <p>Plan sets are not to be submitted at this time; just identify projects where you have provided those.</p> |
| 37 | 5.2.3 Reconstruction, Reconstruction Scope of Work, Page 26 | It states Fiber Cement Siding or stucco has to be used. Would it be acceptable to use vinyl siding instead? What we have found working with the | Vinyl siding is an acceptable cladding. |

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| | | homeowners in the eastern part of NC is that using the fiber cement siding is putting extra work on the homeowners with the upkeep and maintenance every 7-10 years. It is additional work in long run and an added expense for homeowners that are already tight financially. | |
| 38 | 7.0 REQUIRED VENDOR INFORMATION 7.8 Annual Report, Page 35 | Can privately-held companies submit financials under a separate cover for confidentiality? | <p>Per 2.7 PROPOSAL SUBMITTAL, “<i>If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal.</i>”</p> <p>In eProcurement Sourcing there are two fields for Vendors to upload files – UNREDACTED offer and REDACTED offer. Please also see Attachment B, No. 27, page 44 for instructions on marking pages and content confidential. The REDACTED version should be a document that can be made public once an award is made.</p> |
| 39 | 5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26 | Please verify that the DCR Implementation vendor will perform LBP testing, and the CM will be responsible for the Asbestos testing as necessary? | The implementation vendor will perform lead based paint testing and the vendor will be responsible for all other testing required by the jurisdiction. |
| 40 | 5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 21 | Will a damage assessment and feasibility analysis be performed prior to assignment? | Yes. |
| 41 | 5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Pages 20-24 | In our experience when both the implementation vendor and CM do not perform the scope assessments together, the scope assessment tends to be performed at the substantial and final milestones inspections. Please verify that both the DCR Implementation vendor and CM | The implementation vendor is the construction manager. The implementation vendor will perform the scope assessment and assign the scope to the building vendor. |

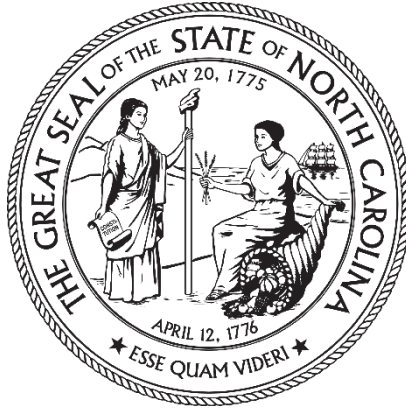
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| | | perform an assessment together to obtain the SOW? | |
| 42 | 5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work | Will Exactimate Pricing be reviewed biannually or annually in order to adjust to the current market? | Xactimate pricing will be reviewed quarterly and adjusted if necessary. |
| 43 | 5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work | What is the expectation with pricing adjustments to address tariffs and escalation associated with the tariffs? | Xactimate pricing will be reviewed quarterly and adjusted if necessary. |
| 44 | 5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work | Please verify the DCR implementation vendor will provide assistance and coordination with the applicant for temporary relocation. | The implementation vendor will qualify the applicant for temporary assistance. The implementation vendor will include scope for temporary assistance in the builder assignment. The builder will schedule move out and relocation. The builder will pay a voucher to the applicant per their scope. |
| 45 | 4.0 REQUIREMENTS 4.4 Invoices, Page 17 | If in fact performed by the CM please verify that a separate billing process will be allowed to receive continual reimbursement of the task? | Builder payments will be made in accordance with the payment schedule established by the implementation vendor and its construction management strategy. |
| 46 | 5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23 | Please verify that operational expenses and fees will be allowed on Temporary Relocation Assistance. | The implementation vendor will include scope in the builder assignment for temporary housing for qualified applicants. |
| 47 | 5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31 | In our experience additional time must be added to the Temporary Relocation Assistance outside of the approved construction timeframes. This is due to the process of homeowner moveout needing to be performed prior to the notice to proceed and the delays after final inspection due to may different factors. Please verify that additional time of reimbursement for temp relo will be allowed upon program review of the process. | DCR will consider exceptions to the timeline in accordance with the implementation vendor's construction management strategy. In general, additional temporary housing assistance outside the prescribed construction timelines will not be considered. |

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| 48 | 5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 25 | Reasonable Accommodations – Bathroom: Please confirm that all RA's will be performed and finalized prior to design. | In most instances, Reasonable Accommodations will be scoped prior to project assignment to the builder. |
| 49 | 5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19 | What is the repair cap? | The implementation vendor will perform feasibility analysis on each site and establish the repair scope. The scope will not exceed the reconstruction cap, unless exceptional circumstances are approved by DCR. |
| 50 | 5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19 | In the Pre-Bid meeting, it was discussed that it was expected that a large percentage of the task orders would be reconstruction. With such a large repair task order value what are the criteria to flip from repair to reconstruction? | The implementation vendor will establish a repair or reconstruction feasibility policy that will establish criteria for scoping each project. |
| 51 | 5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23 | Will the historic repair process and pricing be the same or will there be separate pricing to accommodate the different processes, fees and materials outside of the standard? | Scoping for historic projects will reflect with costs for materials and activities required by the jurisdiction. |
| 52 | 5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19 | Will additional time be allowed for Historic Properties that require specialty repairs? | DCR will consider additional time for historic properties, depending on the scope and complexity. |
| 53 | 5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26 | Please confirm that scoping is allowed for infrastructure and roads outside of the applicant's property to allow access to the property. Especially regarding MHU delivery and Heavy Equipment access. | Private road and bridge repair scope will be limited to the applicant's property. The State has other programs for repairing roads and bridges. |
| 54 | 5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23 | Please verify that the DCR implementation vendor will obtain or verify the Flood insurance policies? | Yes. |
| 55 | 5.0 SCOPE OF WORK 5.4 Additional Requirements, Page 30 | Will there be opportunities to add additional milestones if necessary, such as preconstruction to assist in the cash flow of the homes? | The implementation vendor will establish a payment schedule in accordance with its construction management strategy. |

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|----|--|--|---|
| 56 | 5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31 | Will there be a cap to LD's? | There is no cap on liquidated damage. |
| 57 | 4.0 REQUIREMENTS 4.4 Invoices, Page 17 | What will be the contracted payment terms? | Per ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS, #9 PAYMENT TERMS, "Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later." Additional information regarding payment may be included in the project Scope of Work. |
| 58 | 5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23 | Please address the process of applicant appeals during the construction process. In our experience appeals have been allowed up to and after the completion of construction requiring remobilization of the contractor. Will the applicants be allowed to submit multiple appeals of the scope during and after the construction process? Will the program establish a last day of submission for each task order? | The applicant will not be allowed to appeal the design, materials, or services defined in the construction scope. The vendor is expected to perform according to the scope, provide quality and timely work, and honor the warranties. |
| 59 | 5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26 | Please confirm that scaffolding and additional safety measures outside of the standard model home will be scoped through the site-specific pricing outside of the Hard Cost of the model. | The implementation vendor will scope necessary equipment. |
| 60 | 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS 3.1 Method of Award, Page 11 | Please verify what scope is to be included within the Hard cost of the standard models or if this information will be provided during the BAFO process. | The BAFO will clarify pricing. |
| 61 | 3.1 Method of Award, Negotiation and Best Final Offer, Page 13 | "During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets for single-family homes, including options for Stick-Built and/or modular homes, for | It is estimated Vendors will be provided 7 days to respond to the BAFO. |

| | | | |
|--|--|---|--|
| | | <p>consideration by the program for use in the reconstruction phase of the program.”</p> <p>Do you know an approximately timeline that will be placed for builders to return pricing and house plans if selected to reach the BAFO phase?</p> | |
|--|--|---|--|

Execute Addendum:**VENDOR:** Baumgardner House Raising, LLC**AUTHORIZED SIGNATURE:** **NAME and TITLE (Print or Typed):** Christian Baumgardner**DATE:** 5/1/2025



**STATE OF NORTH CAROLINA
DEPARTMENT OF COMMERCE**

Division of Community Revitalization

Request for Proposal #: Doc1539254856

**Residential Demolition, Reconstruction, Rehabilitation, and
Manufactured Housing Unit Replacement for
Hurricane Helene impacted Counties**

Date of Issue: April 16, 2025

Proposal Opening Date: May 8, 2025, by 2:00 PM ET

Direct all inquiries concerning this RFP to:

Angie Dunaway
DCR Procurement Director
angela.dunaway@commerce.nc.gov
919-526-8340

STATE OF NORTH CAROLINA
Division of Community Revitalization (DCR)

| | |
|--|--|
| Refer <i>ALL</i> Inquiries regarding this RFP to: angela.dunaway@commerce.nc.gov | Request for Proposal # Doc1539254856 |
| | Proposals will be publicly opened: May 8, 2025, at 2:00 pm ET |
| Using Agency: North Carolina Department of Commerce, Division of Community Revitalization | Commodity No. and Description: 721110 – Single Family Dwelling Construction Services |

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

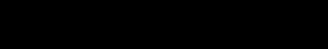
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the INSTRUCTIONS TO VENDORS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS. This procurement complies with the State's own procurement laws, rules and procedures per 2 *CFR* § 200.317.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

| | | |
|---|---|--|
| COMPLETE/FORMAL NAME OF VENDOR: Baumgardner House Raising, LLC | | |
| STREET ADDRESS: 12 London Road | P.O. BOX: | ZIP: 08234 |
| CITY & STATE & ZIP: Asheville, NC 28803 | TELEPHONE NUMBER: (609)214-3627 | TOLL FREE TEL. NO: (609)214-3627 |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : 207 W Parkway Dr, Egg Harbor Township, NJ 08234 | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Christian Baumgardner, President | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE:  | DATE: 4/21/2025 | EMAIL: Christian@bhlffederal.com |

VALIDITY PERIOD

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 2025, as indicated on the attached certification, by _____ (Authorized Representative of DCR).

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1.0 PURPOSE AND BACKGROUND

The Department of Commerce, Division of Community Revitalization (DCR), is seeking proposals from highly qualified North Carolina licensed general contractors to perform demolition, rehabilitation, and/or reconstruction of single-family residential structures and repair and replacement of Manufactured Housing Units (MHUs) in Western North Carolina counties impacted by Hurricane Helene. Construction shall be in compliance with local, federal and state statutory requirements for grants under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program.

The United States Department of Housing and Urban Development (U.S. HUD) announced that the State of North Carolina (the State) will receive \$1,428,120,000 in funding to support long-term recovery efforts following Hurricane Helene (FEMA DR-4827-NC) through the North Carolina Department of Commerce (NCDOC). Of those funds, \$807,354,000 has been allocated for the Reconstruction and Rehabilitation (R&R) Program for single family owner-occupied units and \$57,400,000 has been allocated for Small Rental Reconstruction and Rehabilitation. Community Development Block Grant—Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted. These funds will help meet remaining unmet housing, economic development, mitigation, and infrastructure needs destroyed by Hurricane Helene in September 2024. Hurricane Helene brought historic rainfall, strong winds, and tornadoes generated by the storm. On September 27, 2024, former Governor Roy Cooper requested a Major Disaster Declaration from the federal government for thirty-nine (39) North Carolina counties and the Eastern Band of Cherokee Indians. On September 28, 2024, twenty-five (25) counties in the State were declared a major disaster by former President Biden under provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or P.L. 93-288), approving Individual and Public Assistance (IA and PA) for these counties as well as the Eastern Band of Cherokee Indians. On October 5, 2024, two (2) additional North Carolina counties were declared eligible for federal individual assistance, followed by twelve more counties on October 16, 2024.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to three (3) additional one-year terms. The State will give the Vendors written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT AND SCOPES OF WORK

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference. DCR, or an Implementation Vendor on behalf of DCR, will issue Scopes of Work for specific project assignments to Vendors that are qualified and awarded pursuant to this RFP. The site-specific Scope of Work will contain requirements, terms, and conditions particular to that project, which are intended to supplement the requirements, terms, and conditions herein.

2.2 ePROCUREMENT FEE

This RFP does not incorporate the eProcurement fee; however, the purchase order may be issued through the eProcurement System. See Paragraph 17 of the attached Terms and Conditions as amended. General information on the eProcurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

| Event | Responsibility | Date and Time |
|-------------------------------------|----------------|--|
| Issue RFP | State | April 16, 2025 |
| Hold Pre-Proposal Conference | State | April 24, 2025, at 10:00 am ET via TEAMS and Call In Number |
| Submit Written Questions | Vendor | April 28, 2025, by 10:00 am ET <i>Please attend the Pre-Proposal Conference prior to submitting questions.</i> |
| Provide Response to Questions | State | May 1, 2025 |
| Submit Proposals | Vendor | May 8, 2025, BEFORE 2:00 pm ET (by 1:59:59) |
| Oral Presentation (optional) | Vendor | TBD (if needed) |
| Contract Award | State | As soon as possible after evaluation of offers. |

2.5 PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date: April 24, 2025

Time: 10:00 am Eastern Time

Virtual via TEAMS: [Join the meeting now](#) **CLICK the Link to Join the Meeting**

Meeting ID: 252 799 845 437 4

Passcode: 6Fw9Nf2W

Dial in by phone: [+1 984-204-1487,,387645570#](#)

Phone conference ID: 387 645 570#

Join on a video conferencing device:

Tenant key: ncgov@m.webex.com

Video ID: 111 212 995 2

Instructions: Vendor representatives are **URGED and CAUTIONED** to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-proposal conference, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time indicated in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions related to the content of this solicitation, shall be emailed to angela.dunaway@commerce.nc.gov by the date and time specified above. Vendors should enter "**Vendor Name_Builder RFP_Questions**" as the subject of the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

| Reference | Vendor Question |
|--------------------------------------|-----------------|
| RFP Section Number and Section Title | |
| RFP Page Number | |

PLEASE attend the pre-proposal conference prior to submitting questions.

Questions received prior to the submission deadline date and time, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

Questions or issues related to using eProcurement Sourcing must be directed to the **eProcurement Help Desk** at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

Offers must be submitted through eProcurement Sourcing. For training on how to use eProcurement Sourcing, <https://eprocurement.nc.gov/training/vendor-training>. Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

The public proposal opening will be held via Microsoft Teams. Below is the information regarding the public solicitation opening. Only Vendor names will be announced at the opening.

Date: May 8, 2025

Time: 2:00 pm ET

Virtual via Teams: [Join the meeting now](#) **CLICK the Link to Join the Meeting**

Meeting ID: 210 056 931 998 4

Passcode: cY2hU9H2

Dial in by phone: +1 984-204-1487,,731631828#

Phone conference ID: 731 631 828#

2.8 PROPOSAL CONTENTS

Vendor shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

All pages of the RFP should be returned. Organize the offer in the exact order in which items appear in this RFP.

Vendor response to Section 7: REQUIRED VENDOR INFORMATION should not exceed twenty (20) pages. This does not include cover page (title page), cover letter, table of contents, all pages of the RFP, certificate of insurance, compensation experience modification rate (EMR), copy of safety manual, copy of quality control manual, litigation history, and the completed attachments to this RFP.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **ACTION PLAN:** the State's Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Funding Action Plan in Response to Hurricane Helene impacted Counties in Western North Carolina.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- c) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- d) **CONTRACT LEAD:** The Procurement Contracting Officer listed in the RFP.
- e) **CONTRACT ADMINISTRATOR:** The Division of Community Revitalization program administrator.
- f) **DCR:** The North Carolina Division of Community Revitalization
- g) **ePROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- h) **HUD:** U.S. Department of Housing and Urban Development
- i) **NOTICE TO PROCEED (NTP):** Written notice provided by the Program to begin construction of a Project.
- j) **OFFER:** Vendor (general contractor) entire response to this Solicitation, including all documents and information requested in this Solicitation.
- k) **OSHA:** Occupational Safety and Health Administration; www.OSHA.gov.
- l) **PRINCIPAL PLACE OF BUSINESS:** The principal place from which the overall trade or business of the Vendor is directed or managed.
- m) **PROGRAM:** Division of Community Revitalization Hurricane Helene Recovery Program.
- n) **PROJECT:** Demolition, rehabilitation, reconstruction, MHU replacement of a specified residential structure.
- o) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.

- p) **RFP:** Request for Proposal
- q) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- r) **SOLICITATION:** This RFP.
- s) **SOP:** Standard Operating Procedures
- t) **SOR:** System of Record
- u) **SOW:** Scope of Work, which is the document that will be issued to assign a specific project to an awarded Vendor and will contain site-specific requirements, terms, and conditions. The Scope of Work will incorporate by reference the Contract resulting from this RFP.
- v) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- w) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- x) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

This RFP first seeks to determine the qualifications of general contractors who can provide services including residential demolition, reconstruction, rehabilitation, and MHU repair and replacement. Vendors will be evaluated based on their experience, expertise, references, past performance, financial capacity, proposed methodology, and technical proposal. The State intends to select up to 25 of the most qualified Vendors. Once a pool of the most qualified Vendors is identified, the State will then engage in a Best and Final Offer (BAFO) negotiation phase. Vendors who intend to perform reconstruction projects will be asked for reconstruction plan sets as part of the BAFO process. Plans sets may include traditional Stick-Built construction or modular construction. Costs for all project types will be negotiated during that process as well. More information regarding what the State will seek during the BAFO process is included in Section 3.3. Engaging in a BAFO process with the State does not guarantee that a Vendor will be awarded a Contract pursuant to this RFP.

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. All award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendors meeting the specific RFP Specifications and achieving the highest and best final evaluation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal or State law.

While the intent of this RFP is to award a Contract to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more project types, to not award one or more line items, or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so. The State makes no guarantees as to whether awarded Vendors will receive assignments, the volume of assignments, or the project types of the assignments.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 28 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. Only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Negotiation is anticipated, therefore cost and price shall become available for public inspection at the time of the award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation and BAFO process, the State will make award(s) based on the evaluation and negotiation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Pursuant to

01 NCAC 05B .0503, the State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement.

Negotiation and Best and Final Offer (BAFO)

Cost: During the BAFO process, the State will evaluate and negotiate cost by project type, including Reconstruction Base Plan, Reconstruction Site-Specific, MHU, MHU Site-Specific, and Demolition. Rehabilitation low offer determination will be based on Overhead and Profit percentage. The State will provide pricing worksheets for the most qualified vendors to complete and submit.

Reconstruction Plans: During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets for single-family homes, including options for Stick-Built and/or modular homes, for consideration by the program for use in the reconstruction phase of the program. DCR will consider the plans submitted and select one or more plan sets for program use. After DCR identifies its preferred plan set(s), DCR will request reconstruction pricing from the qualified reconstruction Vendors.

The Vendor must obtain permission from the designers for free reuse by the program by any Vendor selected by the Program. Vendors will be responsible for performing site-specific engineering requirements when using the plan set selected by DCR for program use. Plan sets will be required to have 2 bathrooms. Vendors providing plan sets should provide a minimum of a 2-bedroom, 3-bedroom, and 4-bedroom plan set. Multiple plan sets per configuration are allowed if the Vendor believes it best addresses construction challenges in western North Carolina.

| Bedroom / Bathroom Configuration | Conditioned Square Footage |
|---|-----------------------------------|
| 2 Bedroom / 2 Bathroom | 1000 – 1200 SF |
| 3 Bedroom / 2 Bathroom | 1200 – 1500 SF |
| 4 Bedroom / 2 Bathroom | 1300 – 1700 SF |

Submitted plan sets should provide sufficient detail for DCR to assess suitability for the program and for Vendors to provide accurate pricing. Full construction drawings are not necessary at this time, but, if selected, will be required within 14 days of contract execution.

DCR prefers plan sets that align with the types of homes constructed in western North Carolina, offer reasonable cosmetic variability, accommodate reasonable home elevation, and anticipate unique topographical and lot size/set back challenges. Accessibility will be offered to all applicants with approved disability modifications. Preferred plan sets will account for the accessibility requirements detailed in this Solicitation.

3.4 EVALUATION CRITERIA

Per RFP Section 5.1 SCOPE OF SERVICES, General contractors may choose to submit an offer for MHU project types only, for rehabilitation and reconstruction projects only, or for both, to be indicated in Attachment A.

- **Project Type 1: MHU projects.** General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.
- **Project Type 2: Rehabilitation and Reconstruction projects (non-MHU).** General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.

It is the intention of DCR to identify qualified vendors on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee at this stage, and thereafter to negotiate for those services at a fair and reasonable fee with the most qualified vendors. Because DCR will solicit plan sets for the reconstruction work, for the avoidance of doubt, it will separate the evaluation of qualifications from the price negotiation pursuant to NCGS § 143-64.31.

DCR will evaluate responsive proposals based on the following criteria, which are listed in order of importance:

1. Qualifications
 - a. Conformity with the specifications and ability to meet minimum requirements
 - b. Financial stability and solvency
 - i. Ability to meet short-term obligations, debts, liabilities, payroll, and expenses
 - ii. Sufficient cash flow and/or available financing from a financial institution to perform the proposed contract until receiving payment from the state
 - iii. Ability to meet minimum bonding capacity requirements and insurance requirements
 - c. Ability and capacity to perform the work
 - d. Staffing plan
2. Experience
 - a. Years of experience in the business
 - b. Experience with providing construction services for CDBG-DR programs, including number of homes built as part of a CDBG-DR program
 - c. Past performance, including quality and timely construction and safety information
 - d. Experience with relevant policies and requirements (e.g. HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act; and Section 3 of the Housing and Urban Development Act of 1968; North Carolina Building Code, Municipal Building Code, local and/or regional Housing Guidelines, if applicable)
 - e. Experience servicing home warranty claims for CDBG-DR programs
 - f. Experience restoring historic properties (for non-MHU projects)
3. References
 - a. Three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities (See Section 7.5 and Attachment H)
4. Proposed Methodology and Technical Proposal
 - a. How Vendor will ensure quality and timely construction
 - b. How Vendor proposes to manage applicant service including move out, applicant communication, and warranty management
 - c. How Vendor will scale construction services across a broad geography
 - d. How Vendor proposes to accommodate topography and challenging site conditions
 - e. How Vendor intends to attract and retain subcontractors and trades

DCR will evaluate proposals using a narrative evaluation method, where it identifies strengths and weaknesses of each proposal. Once DCR has identified the most qualified Vendors and after it has received cost proposals during the negotiation phase, it will select vendors using a Best Value evaluation methodology, which is defined in statute as the selection of vendors based on “the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.” N.C.G.S. § 143-135.9

DCR reserves the right to take any of the following actions: cancel this RFP if funds are not available; disqualify any responses to this RFP for nonconformance to the terms described herein; negotiate with specific Vendors to achieve

the best value; establish a timeline during the negotiation phase for the submission of design plans, cost worksheets, and a best and final offer; and extend the time to respond to this RFP.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 MINIMUM QUALIFICATIONS

Vendor should indicate that it meets each of the following requirements by providing documentation and/or specific proof of experience and qualifications to carry out each task:

- Vendor must have been in the residential construction business for a minimum of five (5) years, or the principals/owners must have had a minimum of five (5) years of ownership/executive management experience in a previous company that provided residential construction services.
- Vendor must either: 1) hold a current North Carolina general contractor license; or 2) commit to securing such licenses prior to entering any contractual obligations, while meeting the timelines set out herein.

- For Project Type 2 (rehabilitation and reconstruction) Vendor must demonstrate that it has a minimum of three (3) years' experience in the rehabilitation and reconstruction of residential housing funded by Community Development Block Grant Disaster-Recovery funds, or the principals/owners must have had a minimum of three (3) years' experience in the rehabilitation and reconstruction of residential housing funded by the Community Development Block Grant Disaster-Recovery funds.
- For Project Type 1 (MHU replacement), Vendor must demonstrate that it has a minimum of three (3) years' experience in the in the installation of Manufactured Housing Units and that it has the ability to meet the Manufactured Home Construction and Safety Standards (HUD Code) in order for units to meet the definition of manufactured housing and qualify for federal program assistance.
- Vendor must demonstrate as applicable to its proposal for the project type:
 - the ability to carry residential reconstruction projects to completion within 150 days;
 - ability to carry MHU replacement projects to completion within 60 days;
 - ability to carry residential demolition projects to completion within 30 days; and/or
 - ability to carry residential rehabilitation projects to completion within 30 days for projects with a scope <\$50,000, 60 days for projects with a scope >\$50,000 and <\$100,00, 90 days for projects with a scope >\$100,000 and <\$150,000, 120 days for projects with a scope >\$150,000.
 - These timelines do not include pre-construction activities such as engineering.
- For Project Type 2 (rehabilitation and reconstruction) Vendor must demonstrate the ability to, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the rehabilitation and reconstruction of residential properties (DCR will identify lead based paint abatement needs through its environmental review).
- Vendor and/or it's principals/owners must have experience in managing and completing projects of a similar size and nature with respect to disaster recovery.
- Vendor must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations and procedures, and producing the payroll documentation necessary for compliance.
- Vendor must be financially solvent, adequately capitalized, and demonstrate it has the financial resources to perform and complete the work and to provide all required warranties.

4.2 OTHER REQUIREMENTS

- The work to be performed under a contract awarded pursuant to this Request for Proposal will utilize funds provided by HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible and consistent with existing state and federal law, opportunities for training and employment be given to lower-income residents in the project area and contracts for work in connection with this project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the program.
- Vendors must commit to securing and/or maintain office space somewhere within the Western North Carolina Hurricane Helene impacted area for the duration of the project. Vendors should indicate in their narrative proposal where the office(s) is/are anticipated to be located and provide the vendor's plan for staffing each office.
- Vendor must provide a two-year warranty on all materials and workmanship; Vendor will remain liable for defects as provided by North Carolina law.

4.3 PAYMENT STRUCTURE

Payment will be a fixed fee for construction services based on the scope of work for each project. DCR's implementation vendor will recommend an inspection schedule for each project type and payments will be based on the Vendor completing construction milestones for each project (e.g. foundation, framing, wallboard, final, etc.).

4.4 INVOICES

Vendors will send monthly invoices to DCR's implementation vendor for validation prior to sending to DCR for payment.

- a) Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted in electronic format on the Vendor's official letterhead stationery and must be identified by a unique invoice number unless otherwise directed. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted in DCR-approved format, the services provided, the invoice date, the period of time covered, the amount of fees due to Vendor and the signature of Vendor's project manager.

4.5 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not

specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 BOND AND INSURANCE REQUIREMENTS

Insurance requirements are indicated in ATTACHEMENT C: NORTH CAROLINA GENERAL TERM AND CONDITIONS, Paragraph 15 (b)(3) Contracts valued in excess of \$1,000,000.

Vendor must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the awarded contract. DCR's implementation vendor will award contracts in different amounts based upon the work that is required. Vendor must provide evidence of the maximum performance and payment bonding capacity with the Solicitation Response, and the form of the bond that shall be executed and produced by the selected Vendor at the time of Project assignment. For demolition, rehabilitation, and/or reconstruction of single-family residential structures, Vendor must provide evidence of a minimum bonding capacity of Five Million and No 00/100 Dollars (\$5,000,000) with the Solicitation Response. For Vendors whose intention it is to complete only MHU replacement or rehabilitation projects, Vendor is encouraged to provide evidence of a minimum bonding capacity of Five Million and No 00/100 Dollars (\$5,000,000); however, in its sole discretion, DCR may consider the selection of Vendors who can provide evidence of a maximum performance and payment bonding capacity of not less than Two Million and No 00/100 Dollars (\$2,000,000) for a smaller number of projects. In no event shall the bond requirement be for less than one hundred percent (100%) of a Vendor's amount under contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies. Bond riders will be required to capture increased costs resulting from approved change orders such that 100% of the project cost is always covered by a valid performance and payment bond.

For the duration of any contract resulting from this Solicitation, Vendor shall acquire insurance and bonds with financially sound and reputable independent insurers, in the type and amount specified in this RFP. The required coverage is to be with companies licensed in the state of North Carolina, with an "A" rating from A.M. Best, authorized to provide the corresponding coverage and must be listed in the Department of the Treasury's Listing of Certified Companies. Work on any contract shall not begin until after Vendor has submitted acceptable evidence of bonds and insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract. Vendor shall submit acceptable evidence of insurance and bonds not later than seven days following the effective date of a Contract.

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- That they abide by the above restriction;
- That they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and

- That such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES (OMB STANDARD FORM LLL) when responding to this solicitation.

5.0 SCOPE OF WORK

5.1 SCOPE OF SERVICES

The selected Vendors will perform, or cause to be performed, MHU replacement, demolition, rehabilitation, or reconstruction of residential construction projects (the "Project"), for Hurricane Helene impacted Counties in Western North Carolina, in compliance with local, federal and state statutory requirements for grants under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program. DCR prefers vendors that have experience with the repair of historic properties. DCR makes no guarantee regarding the number of vendors awarded under this solicitation.

General contractors may choose to submit an offer for rehabilitation and reconstruction types, and/or only MHU project types, as described below. While general contractors may choose which project type, DCR nor DCR's implementation vendor makes no guarantee of award, volume of assignments selected contractors will receive, or the project types of assignments selected contractors will receive. General Contractors must clearly state in their response to this RFP (in Attachment A) which project type(s) the GC will perform work. Assignments will not be made outside of the project type selected by the General Contractor during this solicitation process. Demolition only projects are not an option. DCR does not intend to hire construction trades directly.

- **Project Type 1: MHU projects.** General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.
- **Project Type 2: Rehabilitation and Reconstruction projects (non-MHU).** General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.

DCR is procuring an implementation vendor to assist with the implementation of the Reconstruction and Rehabilitation (R&R) Program and the operation of intake centers for program applicants. DCR will use contractors to manage and complete the construction process for homeowners approved for funding through the Reconstruction and Rehabilitation (R&R) Program. DCR and/or DCR's implementation vendor intends to issue multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to create a pool of contractors to perform the services requested under this Solicitation. Related companies or individuals conducting work as an individual/independent entity are permitted to both submit proposals under this RFP. Companies sharing common insurance policies are not considered individual/independent entities.

DCR and/or DCR's implementation vendor shall assign projects to contractors based upon capacity, capability and performance. Vendors that respond to this Solicitation must demonstrate the ability to mobilize within 45 days of award and complete assigned construction projects within the contracted time (not to exceed 150 days for reconstruction projects, 30 days for demolition only, 60 days for MHU replacement projects, and 45 days for rehabilitation projects with a scope <\$50,000, 60 days for rehabilitation projects with a scope >\$50,000 and <\$100,000, 90 days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 days for rehabilitation projects with a scope >\$150,000) to reduce potential hazards to public welfare and safety. These timelines do not include pre-construction activities.

To ensure effective Low and Moderate Income (LMI) benefit in the R&R program, the State will prioritize very low and low income households, with the highest prioritization for households with incomes less than 60% of AMI (Area Median Income) as well as households that have one or more of the following characteristics: households with members 62 or older, households with children under the age of 18, and households with special needs or special accommodation requirements (disabled). Further details on these recovery programs, including the State's Action Plan and Program Manuals, can be found on the State's website: commerce.nc.gov/recovery. DCR may receive additional State and Federal funds and may require construction services of those funds as well. The Contract Award shall include the similar service for all funds, anticipated and unanticipated, received or managed by DCR during the contract term, at DCR's discretion.

General contractors will be awarded Projects at the sole discretion of DCR and/or DCR's awarded implementation vendor. Vendors must demonstrate the ability to provide services in the thirty-nine (39) counties affected by Hurricane Helene within the timeframe specified in this RFP.

5.2 TASKS/DELIVERABLES

In addition to the services and requirements described in this RFP, Contractors must perform any other ancillary construction-related services that may be required for a given property. Thus, it is imperative that vendors(s) enumerate any other services they can provide. These ancillary services may go beyond what would be required for the repair/construction and/or demolition of a property.

Vendor must be familiar with North Carolina Building Code, Municipal Building Code, local and/or regional Housing Guidelines, if applicable. Each municipality will be nuanced depending on local construction requirements, community recovery needs, program goals and other applicable locally approved program requirements.

5.2.1 DEMOLITION

Demolition Scope of Work

In certain cases, a property owner may only be eligible for the demolition of his/her home and site restoration of the parcel to open space. The Scope of Work for each demolition will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of completion (or permit signoff equivalent) for closing;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Conduct site specific analysis for surveying, zoning, and plot plans;
- Final site restoration to open space.

5.2.2 REPAIR

Eligible applicants may qualify for repair scopes depending on the extent of damage and the policies established by DCR. Eligible applicants with manufactured housing unit (MHU) properties qualify for a repair award type when the estimated cost to repair is less than \$25,000 and the MHU is fewer than five (5) years old, and the property is not otherwise deemed not suitable for rehabilitation.

Not Suitable for Rehabilitation

“Not suitable for rehabilitation” is defined as:

- The amount needed to bring the unit to housing habitability standards will exceed the program cap.
- Condemned or tagged for demolition by local jurisdiction.
- Property owners have received a substantial damage letter for the local jurisdiction.
- The housing unit has been demolished.
- Structural assessment by licensed engineer deems the home not safe for rehabilitation.
- The housing unit is a construction on a slab on grade and requires elevation.
- Mobile home units requiring more than \$25,000 in repairs.

Eligible applicants with homes deemed not suitable for rehabilitation may be offered reconstruction assistance, if the applicant owns the land on which the structure sits and reconstruction is feasible. Such eligibility determination will be made by the Division of Community Revitalization and/or DCR's implementation vendor.

Repair Scope of Work

Program repairs are intended to repair remaining storm damage and to make the home decent, safe and sanitary. The Division of Community Revitalization Program (“Program”) does not provide “like for like” repairs. Program repairs will be completed using standard economy/builders’ grade materials, not with materials that were there before. For example, if a repair award calls for replacement of cabinets, the program will replace existing cabinets with standard grade cabinets regardless of the grade of the pre-existing cabinets.

Repair Scopes of Work will be limited to those items identified by the program as in need of repair to bring the home back up to safe conditions. Repairs, upgrades or modifications requested by the homeowner will not be considered. For example, if some windows are in need of repair or replacement, the program will replace those windows in need of repair only; other operable windows will not be replaced or repaired.

Standard essential appliances that are not functioning or non-existent at the time of damage assessment will be replaced. Essential appliances include stove/range, oven, water heater and refrigerator only. Dishwashers may be replaced only if a dishwasher previously existed in the home. Repair awards will not include a dishwasher if a dishwasher was not present at time of damage assessment. Washing machines and dryers, microwaves, stand-alone freezers and other non-essential appliances are not eligible for replacement. Any obsolete products replaced as part of the repairs must be replaced with ENERGY STAR®, Water Sense, or other Federal Energy Management Program (FEMP)-designated products or appliances.

Luxury items, including but not limited to, high-end countertops, high-end appliances, stone flooring, security systems, swimming pools, spas, fireplaces, sheds, outbuildings, fences and television satellite dishes are not eligible under this program.

Because repair scopes of work only address items in need of repair for the home to be decent, safe, and sanitary, the Program does not guarantee that work completed as part of a repair award will match other items in the home. Some examples of this include, but are not limited to:

- Flooring replaced in portions of a home may not match flooring in other rooms. The Program will replace flooring by room, to the nearest cased opening;
- Light fixtures replaced may not match pre-existing light fixtures or fixtures in other parts of the home;
- If only a portion of the windows require replacement, all the windows in the home may not match;
- If a portion of the home requires paint, paint in the repaired portion of the home may not match paint in other rooms (interior) or on other elevations (if exterior). The Program will paint whole interior rooms, to the door casing, or whole exterior sections to the next architectural break. Additional rooms or elevations will not be painted for aesthetic reasons alone.

Reasonable Accommodations – Repair Award Type

Applicants who qualify for a repair award type may qualify for reasonable accommodations in rooms/areas where program Scope of Work exists. In general, reasonable accommodations will only be made in repair projects if the program scope of work impacts the item and room where a reasonable accommodation is requested. For example, if the program scope of work does not include removal/replacement of a tub/shower, the program will not modify the existing tub/shower for the sole purpose of installing or modifying the existing facilities to include accessibility features.

If the Program Scope of Work impacts the kitchen, bathroom or entryway in a repair project, the applicant may request reasonable accommodations in those areas. Reasonable accommodations for bathrooms are offered in three (3) tiers, so that the applicant may request the level of accommodation that best suits his/her need.

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. If the repair project scope includes more than one (1) bathroom, the reasonable accommodation will be installed in the bathroom that is in the program scope of work where modifications are the most feasible within the existing dimensions and scope of work in the room.

The program will not move walls to expand the size of an existing bathroom or move plumbing lines to install an accessibility accommodation. Because repair projects are largely constrained by the size of existing rooms, there is no standard width/length size requirements for tub/shower compartments. The program will attempt to replace tub/showers with fixtures similar in size to the existing fixtures.

Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking and a grab bar
- Chair height toilet with grab bars

Bathroom Reasonable Accommodation 2 (RA-2)

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking, grab bars, seat and shower wand
- Chair height toilet with grab bars

Bathroom Reasonable Accommodation 3 (RA-3)

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- Roll-in shower compartment to fit existing tub/shower space, equipped with grab bars, seat and shower wand
- Chair height toilet with grab bars
- Roll under vanity, only upon request

Kitchen Reasonable Accommodations

Applicants may indicate reasonable accommodations to make a kitchen more accessible. Reasonable accommodations in kitchens for repair award types must be accommodations to items included in the Program Scope of Work, and may include:

- Wheelchair accessible cook top (knobs on front of the appliance)
- Roll under kitchen sink

Items not included in the Program Scope of Work will not be modified for the sole purpose of providing an accessibility modification. Accessibility modifications will only be made to the primary kitchen at the property, in the event the property has more than one kitchen.

Repair Scope of Work

It is anticipated that homes eligible for rehabilitation will require an array of repairs ranging from minor to major. The Scope of Work for each repaired structure will vary, but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family and case management from assignment to obtaining a certificate of occupancy (or permit signoff equivalent) for closing;
- Coordinating applicant move out, and providing temporary housing, if eligible;
- Development of a thorough scope of necessary repairs using a program-prescribed form;
- Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- Providing architectural and house plan renderings (no particular software program has been determined for those renderings and Vendors are encouraged to select a design software that is capable of satisfying local permitting and plan review requirements, including, but not limited to digital seal/signature requirements for professional services);
- Demolition of damaged interior and exterior materials;
- Foundation leveling, repair and/or elevation, including the Vendor providing all structural drawings for the scope when required;
- Structural damage repair;
- Building envelope repair, including:
 - Roof repair or replacement and attendant damage
 - Door and window replacement
 - Siding/veneer repair or replacement
 - Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 - Drywall repair or replacement
- Rough and trim carpentry;
- Surface preparation and painting;
- Flooring repair or replacement;
- Cabinet, countertop and appliance replacement;

- Appliances to be replaced must meet federal register requirements for energy efficiency;
- Lead-based paint mitigation;
- Specialty construction elements associated with historic properties, including coordination with State Historic Preservation Office (SHPO), and other local historic districts and stakeholders in other jurisdictions;
- Addressing special needs accessibility requirements; and Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities, elevation certificates, flood insurance policies and/or as-built surveys.

5.2.3 RECONSTRUCTION

Eligible applicants may qualify for a reconstruction award type when the estimated cost to repair exceeds DCR policy. Eligible applicants with properties otherwise deemed not suitable for rehabilitation may also qualify for a reconstruction award if the applicant owns the land and it is feasible to reconstruct the structure on the property.

Eligible applicants with Manufactured Housing Units (MHUs) may qualify for reconstruction if it is infeasible to replace an MHU on the applicant's property and the applicant owns the land on which the MHU is situated. The Program considers it infeasible to replace an MHU if it must be elevated above the standard 3-foot installation height, if zoning or municipal regulations prohibit installation of a MHU on the property, or if other engineering, environmental or site constraints make installation of an MHU onsite infeasible. Applicants with MHU property types shall not be awarded a reconstruction award on the basis of applicant preference only.

Homes that meet the threshold for a reconstruction award will be demolished and reconstructed in substantially the same footprint, when feasible. Reconstructed homes will meet local building codes and will incorporate HUD building requirements and resilience measures to the extent possible.

Size and New Unit Configuration

The Program will provide applicants who qualify for reconstruction awards with standard program floorplan homes. The program offers 2-, 3-, and 4-bedroom homes; all standard floorplans include 2 bathrooms. Which standard floorplan the applicant receives is based on DCR policy. Exceptions to reconstructed home bedroom/bathroom configuration will only be considered if overcrowding exists within the home or if an applicant elects to reduce the number of bedrooms and/or bathrooms to reduce a DOB gap.

To reduce the required time from award to completion as related to reconstruction, the Program will provide plans and specifications for "model homes" available to applicants. The Vendor will be given floor plans only. Architectural and Structural plans will be the responsibility of Vendor. The Vendor is responsible for necessary site surveys and elevation surveys to confirm structure location and base flood elevation. The Vendor is responsible for ensuring completion of all plans required for permit issuance and ultimately, Certificate of Occupancy issuance. The Program has available 2-, 3-, and 4-bedroom "model homes." Standard floorplans are offered in the following square footage ranges only.

| Bedroom / Bathroom Configuration | Conditioned Square Footage |
|----------------------------------|----------------------------|
| 2 Bedroom / 2 Bathroom | 1000 – 1200 SF |
| 3 Bedroom / 2 Bathroom | 1200 – 1500 SF |
| 4 Bedroom / 2 Bathroom | 1300 – 1700 SF |

Reconstructed homes do not include reconstruction of garages (attached or detached), sheds, pool houses or other outbuildings. Such outbuildings may be demolished during reconstruction to allow enough space for the new home to be built or because such structures pose a health or safety issue. Attached garages are allowable when required by code or HOA requirements.

The following is a non-exhaustive list of items that are not included or considered when determining the floorplan, bedroom/bathroom configuration, or size of the reconstructed home. The Program does not reconstruct like for like:

- Interior or exterior finishes;
- Square footage;
- Number of bathrooms (if more than 2);
- Extra/Bonus rooms such as dens, playrooms, offices, studies, libraries, etc.

Reasonable Accommodations – Reconstruction Award Type

All reconstruction projects are designed with the following accommodations. All reconstructions will receive the following universal accommodations, regardless of whether a Reasonable Accommodation has been requested by the applicant:

- 36” hallways, wide enough to accommodate a standard wheelchair;
- Adequate turning radius for a wheelchair in the kitchen;
- Adequate turning radius for a wheelchair in both bathrooms¹;
- All doors installed with levers instead of knobs;
- Exterior doors, all bedroom doors and all bathroom doors are 36” wide.

In addition, the applicant may request reasonable accommodations in the bathroom, kitchen, entrance, and/or strobe smoke detectors throughout.

Reasonable Accommodations – Bathroom

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. By default, the modified bathroom will be the master bathroom, unless otherwise specified on a completed Reasonable Accommodation Request Form.

Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

- Tub length of 60” and tub width of 36” in master bath. Hallway bathtub is 60” x 30”, with no seat²; grab bars installed in tub/shower enclosure;
- Chair height toilet with grab bars.

Bathroom Reasonable Accommodation 2 (RA-2)

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

¹ If the applicant requests a reasonable accommodation for the bathroom, the reasonable accommodation will be installed in the bathroom with adequate turning radius for a wheelchair, unless otherwise specified on the Verification of Disability Form.

² If a bathroom is removed for scope reduction this may vary.

- Tub/Shower combination with blocking, grab bars, seat and shower wand;
- Chair height toilet with grab bars.

Bathroom Reasonable Accommodation 3 (RA-3)

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- 30" x 60" roll-in shower compartment, equipped with grab bars, seat and shower wand;
- Chair height toilet with grab bars;
- Roll under vanity.

Reasonable Accommodation – Kitchen

Applicants may request reasonable accommodations to make a kitchen more accessible. Standard reasonable accommodations for kitchens in reconstruction project types include:

- Wheelchair accessible cook top (knobs on front of appliance);
- Roll under kitchen sink.

Reconstruction Scope of Work

In certain cases, a property owner may only be eligible for the complete reconstruction of his/her home, either substantially within the same footprint as the prior home (reconstruction) or a different footprint. The Scope of Work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
- Coordinating applicant move out, and providing temporary housing, if eligible;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Providing architectural and house plan renderings that meet the following requirements, at a minimum:
 - Comply with local code requirements;
 - Fiber cement siding or Stucco (for Concrete Block/CMU Homes);
 - Roof shall be constructed with radiant barrier sheathing, ice & water shield with architectural shingles;
 - Strapping and impact resistant window requirements per local code;
 - Vinyl windows;
 - Flooring shall be either carpet or vinyl plank flooring (no sheet goods);
 - Plans must be adaptable for all 3 different accessibility accommodation scenarios outlined herein (RA-1, RA-2, and RA-3);
 - Bedrooms shall be a minimum of 100 SF with a minimum of 25 SF closet space for the master bedroom; and
 - Comply with HUD building requirements.
- Conduct site specific analysis for surveying, zoning, plot plans, elevation and site specific engineering;
- Site preparation;
- Construction of new residential structures including 2-, 3-, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards; and

- Addressing special needs accessibility accommodations in accordance with program guidelines.

5.2.4 MANUFACTURED HOUSING UNITS

Eligible applicants with manufactured housing unit (MHU) properties qualify for a replacement award type when the estimated cost to repair is greater than \$25,000 and/or the MHU is five (5) years old or older. Eligible applicants with MHUs on leased land must have landowner consent to replace an MHU on the land prior to award, or must have identified a suitable alternate location. Homes that meet the threshold for a replacement award will be demolished and a new MHU will be installed in substantially the same footprint, when feasible. MHU projects that require elevation may be awarded reconstruction and will follow the Reconstruction requirements outline in Section 5.2.3.

Size and New Unit Configuration

The Program will provide applicants who qualify for replacement awards with 2-, 3-, and 4-bedroom singlewide or doublewide MHUs; all bedroom configurations include 2 bathrooms. Which unit configuration an applicant receives is based on DCR policy. After-market additions are not considered when determining the width or number of bedrooms in the storm damaged MHU (i.e., if a 3rd bedroom was added on to a singlewide 2-bedroom MHU, the home will be considered a 2-bedroom, singlewide MHU). Exceptions to replacement MHU bedroom configuration will only be considered by the County if overcrowding exists within the home or if the applicant elects to reduce the number of bedrooms via scope reduction to reduce or eliminate a DOB gap.

The storm-damaged MHU width configuration will also be based on the width of the storm-damaged MHU. The Program only provides singlewide and doublewide units. Triple-wide or larger units are not provided.

- If the storm damaged MHU was a singlewide, the applicant will receive a singlewide.
- If the storm damaged MHU was a doublewide, triple wide or larger width configuration, the applicant will receive a doublewide.

To reduce the required time from award to completion as related to replacement awards, the Program will task the assigned General Contractor to source an MHU in the awarded singlewide or doublewide bedroom/bathroom configuration. The Program does not offer standard floorplans for MHUs. The Program offers standard bedroom/bathroom configurations in singlewide or doublewide units in the following standard square footage ranges. All MHUs sourced by the program must be HUD approved units. The table below outlines square footage ranges for singlewide and doublewide units.

| Bedroom / Bathroom Configuration | Conditioned Square Footage |
|-----------------------------------|----------------------------|
| Singlewide 2 Bedroom / 2 Bathroom | 750 – 900 SF |
| Singlewide 3 Bedroom / 2 Bathroom | 1000 – 1200 SF |
| Singlewide 4 Bedroom / 2 Bathroom | 1000 – 1200 SF |
| Doublewide 2 Bedroom / 2 Bathroom | 1000 – 1250 SF |
| Doublewide 3 Bedroom / 2 Bathroom | 1250 – 1500 SF |
| Doublewide 4 Bedroom / 2 Bathroom | 1400 – 1800 SF |

Program replacement MHUs do not include replacement or reconstruction of garages (attached or detached), sheds, pool houses, carports or other outbuildings. Such outbuildings may be demolished during construction to allow ample space for the new MHU to be delivered/installed, or in the event such structures pose a health or safety issue. However, the Vendor will be required to satisfy all

community association requirements, covenants, and AHJ requirements such as a mobile home park that requires a car port or shed.

The following is a non-exhaustive list of items that are not included or considered when determining the bedroom/bathroom configuration or size of the replacement MHU. The Program does not provide like for like:

- Interior or exterior finishes;
- Square footage;
- Manufacturer of the storm damaged unit;
- Number of bathrooms (if more than 2);
- Extra/Bonus rooms such as dens, playrooms, offices, etc.;
- After market additions such as additional rooms or covered porches.

Manufactured Housing Unit (MHU) Relocation

The Program allows for replacement of a manufactured housing unit (MHU) in an alternate location only when replacing the MHU in the same location as the storm damaged MHU is not feasible or is prohibited. MHU relocations may be considered under the following circumstances:

- If an otherwise eligible applicant does not own the land on which the storm damaged MHU is situated, and the landowner does not consent to a new unit being replaced on the land;
- If MHU must be elevated above the standard 3-foot installation height;
- If zoning or municipal regulations prohibit installation of a MHU on the property; or
- If other engineering, environmental or site constraints make installation of an MHU onsite infeasible or unreasonable.

The Program does not provide replacement property for applicants. To be allowed to replace an MHU on an alternate property, the applicant must source and obtain ownership or permission to install a MHU at the alternate location. Alternate locations must be zoned to allow for installation of a MHU, have ready access to sewer, water, and electric connections, and must not be located in a 100-year floodplain. Alternate MHU sites must pass an environmental review before the applicant makes a binding commitment to lease or purchase land (environmental reviews will be provided to the GC from the program). If an applicant enters into a binding agreement to lease or purchase alternate land before the program has environmentally cleared the alternate parcel, the applicant may be ineligible for assistance, as this constitutes a choice-limiting action.³

Reasonable Accommodations – Manufactured Housing Unit Replacement Award Type

Applicants who qualify for a replacement award type may request reasonable accommodations. Reasonable accommodations in MHU projects are limited by manufacturer specifications and unit availability. Applicants who request reasonable accommodation will be provided with a “wheelchair friendly” MHU.

Wheelchair friendly Mobile Home Units should include at minimum:

³ 24 CFR 58.22(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or **limit the choice of reasonable alternatives**.

- One bathroom with:
 - Step-in, low-threshold shower, with threshold no higher than nine (9) inches from the floor covering,
 - Shower wand on an adjustable rail and a seat in the shower, and
 - Comfort height toilet, with seat 17" – 19" above the floor
- Minimum 32" width for exterior doors
- Minimum 36" hallway width, and
- Minimum 32" bathroom and bedroom doors

Additional accommodations, such as hearing-impaired smoke detectors or roll-in/no threshold shower compartments will be considered separately and, on a case-by-case basis, based on the applicant's needs.

Manufactured Housing Unit (MHU) Replacement Scope of Work

Property owners of MHUs may qualify for a MHU replacement award, which consists of the demolition and disposal of the existing MHU and installation of a new MHU, either substantially within the same footprint as the prior home (reconstruction) or a different footprint. The Scope of Work for each MHU replacement will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family for all activities, from assignment to obtaining a certificate of occupancy for closing;
- Coordinating applicant move out, and providing temporary housing, if eligible;
- Utility disconnection / reconnection;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state and local requirements, including the disposal of potential asbestos containing materials;
- Obtaining applicant approval of replacement MHU floorplan;
- Conduct site specific analysis for surveying, zoning, plot plans or any activity required to obtain permits/certificate of occupancy;
- Site preparation;
- Order, delivery and installation of new, HUD-certified MHU and all supporting activities to complete per industry standard;
- Incorporation of accessibility needs prior to key turnover; and
- Provide MHU manufacturer's warranty registered in applicant's name.

5.3 REASONABLE ACCOMMODATION REQUESTS

Physically disabled homeowners, or homeowners with a disabled household member, may be entitled to additional construction considerations such as low threshold showers, bathroom grab bars, outward swinging doors, exterior ramps, comfort height toilet with grab bars or other accessibility features that will assist with an individual's functional needs. DCR and/or DCR's implementation vendor will assess eligibility for these features on a case-by-case basis per assistance benefit type. Awards may include expenses for additional costs related to accessibility modifications for the disabled.

Reasonable accommodations are available for repair, reconstruction, and MHU replacement projects. Standard reasonable accommodations to the bathroom for each repair or reconstruction award type are offered in three 'tiers' to allow each applicant to select the level of modification most appropriate for his/her household. Applicants for any award type may also request reasonable accommodations including a "no step" entrance or strobe smoke detectors.

Standard reasonable accommodations for home entrance and strobe smoke detectors are standard for all award types. A no step entrance is a home entrance that has no steps and a minimal threshold. Only one (1) no step entrance will be installed upon request, per property. If a home is above grade, a no step entrance may require installation of a ramp or lift. Homes on grade may not require installation of anything to accommodate a no step entrance. Ramps will be the preferred method to achieve a no step entry. Lifts will be considered on a case-by-case basis, based on cost reasonableness compared to the cost of a site-built ramp, site conditions, and local zoning/set back requirements.

5.4 ADDITIONAL REQUIREMENTS

These requirements apply to both project types included in this solicitation:

- Provide professional labor, equipment, and materials adequate to perform the work in accordance with the Scope of Work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- Comply with all applicable local, state and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act, as applicable; and Section 3 of the Housing and Urban Development Act of 1968;
- Mobilize in the Western North Carolina Hurricane Helene impacted counties within 45 days from the execution of a Contract;
- Provide documentation and tracking of construction progress in the program system of record and upon request by any DCR or DCR implementation vendor staff;
- All communications, updates, interactions, site visits, etc. with any applicant or in direct support of progressing an applicant must be recorded in the system of record supporting the program implementation. It is expected that General Contractors will input notes in the system of record no less than twice weekly for all assigned, active projects. System of record access will be provided to awarded vendors by DRC's implementation vendor;
- Meet with the program and individual property owners to review the Scope of Work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection. The initial meeting between the general contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the Western North Carolina Hurricane Helene impacted counties area;
- Start construction activities within 90 days of the Pre-Construction phase from project assignment to Notice to Proceed. The 90-day Pre-Construction phase starts at the time of Cost estimate approval and execution of the project work order;
- Meet Program 150-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for reconstruction projects, 30-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for demolition only, 60-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for MHU replacement projects, and 30-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope <\$50,000, 60-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$150,000;
- Meet all federal, state and local requirements for the transport and disposal of municipal solid, industrial, hazardous and other wastes from demolished structures;
- Provide a two-year warranty for all work performed; and
- Assist homeowners in vacating their damaged home, if necessary.

5.5 NOTICE TO PROCEED

A notice to proceed (NTP) will be issued by the DCR implementation vendor. No onsite construction activities are to proceed without an NTP.

5.6 PROJECT ASSIGNMENT METHODOLOGY

DCR's implementation vendor will assign projects to general contractor's based on the general contractor's performance history and the general contractor's capacity to take on additional jobs at the time the project is ready to be assigned.

All project Scopes of Work shall be in writing, and shall include a scope of services, a list of tasks to be performed by the general contractor, a time schedule, a list of deliverables, if any, and such other information or special conditions as may be necessary for the work requested.

Initial assignment of projects will be based on the implementation vendor's construction management methodology. DCR's implementation vendor will determine which GC is best suited to receive an assignment by considering factors including, but not limited to, the location and award type of projects, GC capacity at the time the project is ready for assignment, and GC score at time of assignment. As such, the highest scoring GC at the time projects are ready for assignment is not guaranteed to receive the projects.

GCs who are assigned projects can accept or reject the project. If projects are rejected, the GC must provide an explanation for why they were rejected. Rejection of projects may impact the likelihood of the GC receiving additional projects.

If a project must change award type after being assigned, DCR's implementation vendor reserves the right to assign the project with new award type to the same GC who accepted the project originally, or to a different contractor who is more suitable to complete the project at the time the project is again ready for assignment. Although rare, projects may change award type for a variety of reasons including but not limited to zoning regulations, changed property conditions, change order, or municipal regulations.

Projects may be taken away from assigned GCs if performance, capacity or customer service fail to meet DCR's expectations.

5.7 LIQUIDATED DAMAGES

The Program has set liquidated damages for not completing the work within 150 calendar days for reconstruction projects, 60 calendar days for MHU replacement projects, 30 calendar days for demolition projects, and 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000 commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, to be One Hundred Dollars and No/100 (\$100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 (\$100.00) PER DAY, per affected Projects, if Contractor fails to complete the work within the contracted period. Additionally, DCR will not compensate the general contractor for storage fees or temporary housing expenses beyond the approved construction timelines.

5.8 TRANSITION ASSISTANCE

If the contract, or any part thereof, is not renewed or is terminated for any reason, or as part of the closeout process, the Vendor shall provide, at DCR's sole discretion, immediate and ongoing transition assistance to the new Vendor until the project is complete.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a Project Manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service. The services of the Project Manager will not be invoiced. The Project Manager will be a representative of the Vendor authorized to make decisions on its behalf.

6.2 PERFORMANCE

The Contract Administrator for the State will conduct quarterly performance reviews of performance under the contract. The format and content of the quarterly review will be shared with the Vendor Project Manager. The quarterly performance reviews will assess the onsite staff and Vendor's compliance with the Scope of Work and the individual performance of the onsite contract staff as needed. The performance reviews may include requirements of the Vendor to take corrective action related to onsite staff performance.

6.3 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Administrator for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

7.0 REQUIRED VENDOR INFORMATION

Vendor response should not exceed twenty (20) pages.

7.1 Vendor Information

Vendor must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to provide the services within the timeframe (period of performance) described in this RFP.

7.2 Company Narrative

A detailed narrative explaining why Vendor is qualified to provide the services in this RFP, focusing on its company's key strengths and competitive advantages. Vendor must provide a summary of capacity based on past experience including, at minimum, number of projects completed annually on a single program, number of projects assigned at a single time on a single program.

7.3 Company Profile

A company profile to include:

- a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation)*. If Vendor is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide a proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
- b) The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
- c) The location of company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors. Identify the location(s) served by your company;
- d) The number of employees in the company, both locally and nationally, and the location(s) from which employees may be assigned;
- e) The name, title, mailing address, e-mail address, telephone number, and fax number of Vendor's point of contact for any resulting contract under this Solicitation;
- f) Whether the company has ever been engaged under a contract with the state of North Carolina. If "Yes," specify when, for what duties, and for which project; and
- g) Whether the company has ever been engaged under a contract for CDBG funded residential construction and whether you were involuntarily terminated from participation in the program or voluntarily ceased participation in the program without completing all construction projects.

NOTE: A Company that is not organized under the laws of the state of North Carolina must register with the State before it may transact business in North Carolina.

7.4 Key Staffing Profile

Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation. Vendor shall designate a dedicated construction lead who will be located in the Western North Carolina Hurricane Helene recovery area.

Staff members listed in the Key Staffing Profile who are independent contractors and not employees of the Vendor may also qualify as subcontractors. Vendor shall use only licensed subcontractors as required by the State of North Carolina.

Vendor's staffing profile must not reflect a greater than 8:1 jobsites to superintendent ratio.

Vendor must identify which employees, including if applicable the Project Manager, will be physically located in the responding area as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).

Key staff must include the following (DCR prefers for the three referenced positions to be held by three separate individuals qualified to perform each role):

- **Project Manager** – The project manager is the individual who is ultimately responsible for all Program CDBG-DR related operations. The project manager is accountable for planning and allocating resources, preparing

budgets, monitoring progress, and keeping applicants and DCR's implementation vendor informed throughout the project lifecycle;

- **Superintendent(s)** – Superintendents are responsible for managing a group of individual project sites. Superintendent(s) should manage a maximum of eight (8) active project sites at any given time.
- **Warranty Coordinator** – The warranty coordinator is responsible for ensuring timely completion of all warranty claims assignable to the General Contractor. The warranty coordinator is responsible for recording warranty claims in the program system of record, communicating with the applicant to schedule warranty repairs and keep the applicant apprised of progress to completion of the repairs. The warranty coordinator is also responsible for providing evidence of completed warranty repairs to the program.

7.5 References

Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. DCR reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. DCR reserves the right to contact programs other than those listed by the Vendor in which DCR knows the Vendor participated.

Vendor must verify current contacts. Information provided shall include:

- a) Client name;
- b) Project description;
- c) Total dollar amount of project;
- d) Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
- e) Client project manager name, telephone number, and e-mail address. Vendors who do not provide accurate contact information (e-mail addresses and phone numbers) waive the right to have those references considered in the evaluation of their Solicitation Response.

7.6 Litigation History

Vendor must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract, which have been asserted or claimed against it. In addition, Vendor must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Vendor is/was a party or in which Vendor has been judged guilty or liable. For each instance of litigation or investigation, Vendor shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Vendor or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Vendor's involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Vendor. Solicitation Responses may be rejected based upon Vendor's prior history with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor or significant failure(s) to meet contractual obligations.

If Vendor has no litigation history, as described above, it must so indicate in the appropriate section of the Solicitation Response.

7.7 Conflicts

Vendor must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior business dealings resulting in such conflicts. Vendor must also disclose any

such activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If there are no conflicts, as described herein, Vendor must indicate same in the appropriate section of the Solicitation Response.

7.8 Annual Report

If Vendor is an entity that is required to prepare audited financial statements, Vendor shall submit an annual report that includes:

- a) Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) If applicable, last two years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this contract.

If Vendor is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Vendor shall submit an annual report that includes:

- a) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this contract;

OR

- d) Other financial information sufficient for the Program, in its sole judgement, to determine if Vendor is financially solvent and adequately capitalized.

7.9 Safety Information

Vendor must provide its workers' compensation experience modification rate (EMR) for the last five years. Vendor shall submit this information on its insurance carrier's letterhead, signed by the carrier. Vendor must also provide the name and job title of the person in its organization that manages its safety program, and a description of that program. A copy of Vendor's safety manual may also be required. The safety manual will become part of the Contract if your Solicitation Response is selected.

7.10 Quality Control Program

Vendor must provide the name and job title of the person responsible for the Vendor's quality control program, as well as a description of the quality control program. A copy of Vendor's quality control manual may be required. The quality control manual will become part of the Contract if Vendor's Solicitation Response is selected.

7.11 Cost Control Program

Vendor is encouraged to suggest any possible cost reduction items to be taken into consideration prior to awarding a contract under this Solicitation. Vendor should include possible cost reduction items in their Narrative Proposal and provide a full description of the alternative work and the estimated cost savings. In addition, Vendor should detail the necessity of any additional drawings, specifications, or revisions to the construction sequencing and schedule that may be needed as a result of the implementation of the cost saving measures.

7.12 Warranty Program

Vendor must provide a description of their warranty program, including key personnel, and timeframes within which warranty complaints will be resolved. Warranty claims, communications, and resolutions will be required to be maintained in the DCR and/or DCR's implementation vendor system of record.

7.13 Reconstruction Plan Sets (for Vendors seeking to perform reconstruction projects)

Provide examples of single-family construction projects where you have provided the plan sets and specifications; DCR is specifically interested in examples of any CDBG-DR work where you have provided the plan sets and specifications. During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets of single-family homes, including options for Stick-Built or Modular homes, for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program.

ATTACHMENT A: PROJECT TYPE

Per RFP Section 5.1 SCOPE OF SERVICES, General contractors may choose to submit an offer for MHU project types only, for rehabilitation and reconstruction projects only, or for both. Indicate below which project type(s) Vendor would like to perform work.

☐ YES ☒ NO **Project Type 1: MHU projects only.** General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.

☐ YES ☒ NO **Project Type 2: Rehabilitation and Reconstruction projects only (non-MHU).** General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.

☒ YES ☐ NO **BOTH Project Type 1: MHU Projects and Project Type 2: Rehabilitation and Reconstruction Projects.**

ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

I. READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

II. REQUEST FOR OFFERS

Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

By submitting Your Bid or Proposal, You are offering to enter into a contract with the State.

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

III. DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. **ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
3. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
4. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
5. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
6. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.

7. **CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
8. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
9. **ELECTRONIC VENDOR PORTAL (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE.
10. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
11. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
12. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
13. **IFB:** Invitation for Bids (a type of Solicitation document)
14. **LOT:** A grouping of similar products within this Solicitation document.
15. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
16. **OFFEROR:** the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
17. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
18. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
19. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
20. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
21. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
22. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
23. **RFP:** Request for Proposals (a type of Solicitation document)
24. **RFPQ:** Request for Pre-Qualifications (a type of Solicitation document)

25. **RFQ:** Request for Quotes (a type of Solicitation document)
26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
28. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
29. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
30. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
31. **YOU and YOUR:** Offeror.

V. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the State exercising its discretion to reject a bid in its entirety.

VI. BID SUBMISSION

1. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor’s bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
 - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.

c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

e) If an Offer is signed by an agent, other than as stated in subparagraphs(a)through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.

4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

a) Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.

b) For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.

7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation maybe rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

8. CONTENTS OF OFFER:

- a) Offers should be complete and carefully worded and should convey all of the information requested.
- b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
- c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, you are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.

9. **MULTIPLE OFFERS.** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid.

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

14. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of

the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.

16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

17. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

19. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

- a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- b) Unless absolutely necessary, all bids and copies should minimize or eliminate use of non- recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and

b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

23. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here: https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf

24. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.

25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.

26. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

28. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.

29. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.

30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305.

When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

Note: Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP at <https://evp.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

31. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.

32. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.

33. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.

34. **MAXIMUM COMPETITION:** The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.

35. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE:

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance, and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION.

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) Liquidated damages for not completing the work within 150 calendar days for reconstruction projects, 60 calendar days for MHU replacement projects, 30 calendar days for demolition projects, and 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000 commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, are to be One Hundred Dollars and No/100 (\$100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 (\$100.00) PER DAY, per affected Project, if Contractor fails to complete the work within the contracted period. If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to impose liquidated damages per affected Project as described herein, issue a Stop Work Order requiring Vendor to immediately Stop Work on any or all of Vendor's Projects, demand return of expended funds, and/or terminate the Contract by giving at least five days written notice to the Vendor and specifying the effective date thereof. In the event of a Stop Work Order or a Contract termination, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the

State, become the property of the State until such time as the State can identify another Vendor to complete the work (and shall include any applicable Vendor license and permits to the extent necessary for the State to use such property), and the Vendor may be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's sole discretion) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if failing to receive proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may make a claim upon the Vendor's surety. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609. If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license and permits to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

- c) The State may terminate this Contract, and any Scope of Work assigned under this Contract, immediately upon discovery of the Vendor's commission of fraud.
- d) This Contract may be terminated at any time by mutual agreement of the State and the Vendor, to be effective upon a date agreed to by the State and the Vendor.
- e) If funds for the project become unavailable for any reason, including without limitation, a change in state or federal laws, the State shall have the right to terminate this Contract, and any Scope of Work assigned thereto, after giving Vendor written notice of termination at least 5 calendar days in advance of the termination date. The notice of termination shall contain the effective termination date of this Contract. Upon notice, the Vendor shall not expend any funds without the State's express written authorization.
- f) The Vendor acknowledges and agrees that the rights and remedies of the State as set forth herein and elsewhere in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

3. INTERPRETATION, CONFLICT OF TERMS.

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4)

Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. **SITUS AND GOVERNING LAWS;**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure

that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); and Section 109 of the Housing and Community Development Act of 1974, as amended.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs, and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

- a) Vendor warrants to the best of its knowledge that:

- i) Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. ADVERTISING: Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. ACCESS TO PERSONS AND RECORDS:

- a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
 - i. The State Auditor.
 - ii. The internal auditors of the affected department, agency or institution.
 - iii. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- c) The Joint Legislative Commission on Governmental Operations has the authority to:
 - i. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
 - ii. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
 - iii. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
 - iv. Receive reports as required by law or as requested by the Commission.
 - v. Access and review

1. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
 2. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- d) The Joint Legislative Commission on Governmental Operations has the power to:
- i. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
 - ii. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. ASSIGNMENT OR DELEGATION OF DUTIES.

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. INSURANCE: This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,

3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

a) REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

b) COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**
 - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 - ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 - iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000 bodily injury and property damage; \$250,000 uninsured/under insured motorist; and \$2,500 medical payment.
3. **For Contracts valued in excess of \$1,000,000 the following limits shall apply:**
 - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000, covering all of Vendor's employees who are engaged

in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000 bodily injury and property damage; \$500,000 uninsured/under insured motorist; and \$5,000 medical payment.

16. GENERAL INDEMNITY:

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State.
- d) As part of this provision for indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. *See*, G.S. 22B-3, -10.

17. ELECTRONIC PROCUREMENT:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) RESERVED. The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees.

Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

18. SUBCONTRACTING: The Vendor may subcontract the performance of required Services under the Contract. Upon request, Vendor shall identify its subcontractors to the State; identify any financial interest it has in any subcontractor to the State; and/or provide the State with complete copies of any agreements made by and between Vendor and any subcontractors. The Vendor remains solely responsible for the performance of its subcontractors. Subcontractors shall adhere to all applicable requirements, terms, and conditions set forth in this Contract and the subsequent Scope of Work. It may be required as a condition of award that an authorized officer or agent of a subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Vendor's obligations under any contract awarded pursuant to this Solicitation. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

19. CARE OF STATE DATA AND PROPERTY: Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

20. OUTSOURCING: Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to Contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.

21. ENTIRE AGREEMENT: The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or

written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 22. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 23. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
- 24. NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 25. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
- 26. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
- 27. FEDERAL FUNDS PROVISIONS**

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II and HUD requirements. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination,** For purposes of this section the State Remedies and Termination provisions above apply as written.

d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.Clean Air Act

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

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

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

Required Certification. Vendors must sign and submit to the Purchasing Agency the certification attached hereto as Attachment F and, if applicable, complete the disclosure form in Attachment G. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) Procurement of Recovered Materials.

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

- i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled “**ACCESS TO PERSONS AND RECORDS**” included in this Contract, the following access to records requirements apply to this Contract:
1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
 4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled “**AMENDMENTS**,” except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least eight (8) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the eight (8) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the eight (8) year period, whichever is later.
- l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled “**ADVERTISING**,” the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have

not been suspended or debarred from doing business with federal or State government.

r) **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:

The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its regulations at 24 CFR Part 75, as expressed below:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- s) **Non-Discrimination.** Vendor will comply with all Federal statutes relating to non-discrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance.
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) as amended, and implementing regulations at 24 CFR part 146, which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.
 3. The Fair Housing Act (42 U.S.C. 3601- 19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing, will apply.
 4. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681 – 1683, and 1685-1686), which prohibits discrimination on the basis of sex.
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse.
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 7. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.
 9. Any other applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
- t) **URA.** The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A, will apply.
- u) **National Environmental Policy Act.** The environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property will apply.
- v) **Plans, supervision, and reports.** Vendor will comply with HUD requirements with regard to the drafting, reviewing and approval of construction plans and specifications. Vendor will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by HUD or the State.
- w) **Davis-Bacon Act.** Vendor will comply with the David-Bacon Act, as amended (40 U.S.C. 3141-3148), if required by the federal program legislation, in Construction contracts involving an excess of \$2000, and

subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be the prevailing wages. These wage rates are a federally mandated minimum only, and will be superseded by any State or local requirement mandating higher wage rates. Vendor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions. Wage determinations are available at <https://sam.gov/wage-determinations>.

- x) **Lead Based Paint.** Vendor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and HUD's lead based paint regulations at 24 CFR Part 35.
- y) **Copeland Act.** Vendor will comply, as applicable, with the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §874).
- z) **Environmental.** Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- aa) **Wild and Scenic Rivers Act of 1968.** Vendor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- bb) **Preservation.** Vendor will assist HUD and the State in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- cc) **Audits.** Vendor will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F Audit Requirements.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? ☐ YES ☒ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States ☒ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:
North Carolina

ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☒ No

ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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


Signature of Vendor's Authorized Official

Christian Baumgardner, President
Name and Title of Vendor's Authorized Official

4/21/2025
Date

ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES

The Disclosure of Lobbying Activities form, is located at <https://www.doa.nc.gov/pandc/onlineforms/form-omb-standard-form-III-7-2020/download>.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

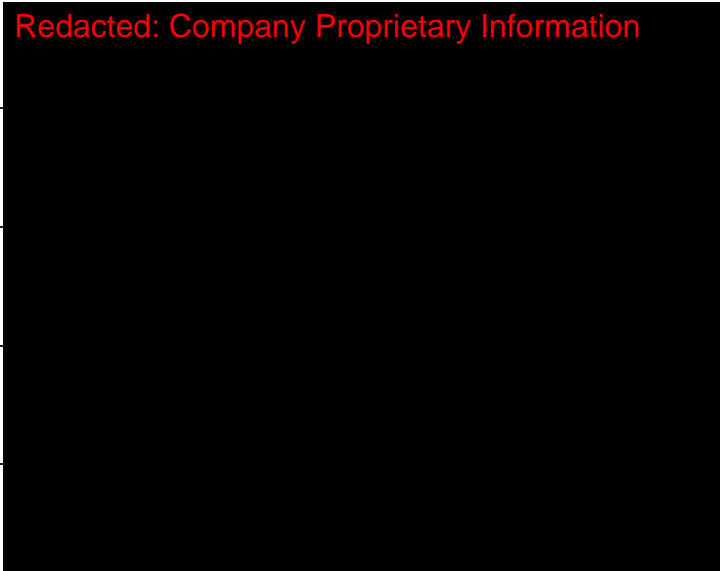
0348-0046

(See reverse for public burden disclosure.)

| | | | | | |
|--|--|---|---|--|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ | |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Baumgardner House Raising, LLC 12 London Rd Asheville, NC 28803 Congressional District, if known: 2 | | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: 2 | | |
| 6. Federal Department/Agency: HUD | | | 7. Federal Program Name/Description: State of NC Residential Demo, Recon, Rehab, MHI CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: \$ NA | | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): NA | | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: <u>Christian Baumgardner</u> Title: <u>President</u> Telephone No.: <u>6092143627</u> Date: _____ | | |
| Federal Use Only: | | | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) | |

ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES

Complete one form for each of up to three (3) examples of **CDBG-DR housing engagements** delivered by the proposing General Contractor (prime contractor). Subcontractor qualifications will not be considered. Client Points of Contact must have an adequate understanding of the services delivered. **Reference points will not be awarded if the client cannot be contacted with the contact information provided.** If the program example provided is not for CDBG-DR single family housing, then the program example will be considered non-responsive. The proposing entity must submit at least one minimally qualified program example for award consideration. **Each program example can earn up to 15 points for a total maximum score of 45 points.**

| Example 1: CDBG-DR Housing Engagements Delivered | |
|--|--|
| Client Name: | <div>Redacted: Company Proprietary Information</div>  |
| Program: | |
| Client Point of Contact: | |
| POC Contact Information (email and phone): | |
| Total Number of Homes Completed: | |
| Brief Description of Services Rendered: | <p>We are providing GC services to include single-family residential reconstruction, rehabilitation and MHU replacement to assist homeowners in the HUD CDBG-DR funded Hurricane Ian recovery. We are the GC responsible for all construction activities from job assignment through key turnover.</p> |

| Example 2: CDBG-DR Housing Engagements Delivered | |
|--|--|
| Client Name: | Redacted: Company Proprietary Information |
| Program: | |
| Client Point of Contact: | |
| POC Contact Information (email and phone): | |
| Total Number of Homes Completed: | |
| Brief Description of Services Rendered: | Providing GC services to include single-family residential reconstruction, rehabilitation and MHU replacements to assist homeowners in the HUD CDBG-DR funded Hurricane Sally and Zeta recovery. We are the GC responsible for all construction activities from job assignment through key turnover. |

| Example 3: CDBG-DR Housing Engagements Delivered | |
|--|--|
| Client Name: | Redacted: Company Proprietary Information |
| Program: | |
| Client Point of Contact: | |
| POC Contact Information (email and phone): | |
| Total Number of Homes Completed: | |
| Brief Description of Services Rendered: | In addition to GC services of recon, rehab and MHUs, BHL Federal self-performed demolition, house lifting, helical piles, concrete, masonry, rough carpentry, finish carpentry etc. Due to our self-performing capabilities, BHL Federal was instrumental in budgeting and modeling the introduction of Modular Construction for Sullivan Land Services to roll out across multiple Burroughs. |

VENDOR RESPONSE

8 MAY 2025



RESIDENTIAL DEMOLITION, RECONSTRUCTION,
REHABILITATION, AND MHU REPLACEMENT FOR
HURRICANE HELENE IMPACTED COUNTIES

STATE OF NORTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY REVITALIZATION

RFP #: Doc1539254856



12 London Road
Asheville, NC 28803
(609) 214-3627
Christian@BHLFederal.com

COVER LETTER

Attn: State of North Carolina, Department of Commerce, Division of Community Revitalization

Re: Response to Residential Demolition, Reconstruction, Rehabilitation, and MHU Replacement for Hurricane Helene Impacted Counties

Baumgardner House Raising, LLC (DBA: BHL Federal) is pleased to submit our Proposal in response to the Request for Proposals issued on April 16th, 2025 for both Project Type 1: MHU Projects and Project Type 2: Rehabilitation and Reconstruction Projects. We appreciate the opportunity to demonstrate our experience and expertise in HUD-funded CDBG-DR Residential Reconstruction, Rehabilitation, and MHU Replacement.

BHL Federal has assembled a team of seasoned professionals with over 100 years of combined experience in the CDBG-DR industry, spanning multiple states across the country. We are proud to introduce our Owner, Andrew Baumgardner, who has over 13 years of experience in reconstruction, rehabilitation, MHU replacement, elevation, project management and estimation for residential and commercial construction including disaster recovery. Christian Baumgardner is the President, who will also serve as project manager, with over 11 years of experience in reconstruction, rehabilitation, elevation, project management and estimation for disaster recovery residential construction. James Baumgardner is the CPA and CFO with over 7 years of experience in public accounting and overseeing construction staff office and all administrative roles including government compliance.

BHL Federal and its executives have successfully completed numerous public and private sector projects, including housing, retail, commercial, industrial, healthcare, entertainment, casinos, airport expansions, parking garages, and prisons.

Please do not hesitate to contact me directly at 609-287-2707 if you have any questions or require additional information. Thank you for your time and consideration.

Sincerely,



ANDREW WARREN BAUMGARDNER
OWNER, BHL FEDERAL



7.0 REQUIRED VENDOR INFORMATION

The Baumgardner House Raising, LLC, dba BHL Federal, is a family-owned business with over 100 years of combined, hands-on experience in general construction industry. The principles upon which the business is built are honesty, integrity, and commitment to their customers. Their solid reputation of being sensitive to their customers' needs has enabled them to build strong and lasting relationships with owners, architects, contractors, and government officials throughout the nation.

It is our understanding that North Carolina intends to award multiple IDIQ contracts for the services requested under this RFP. BHL is excited for the opportunity to work with the state. In accordance with the RFP, BHL has executed all required documentation, and we have taken great care to provide detailed information on our qualifications, experience, and capabilities to demonstrate our ability to meet the requirements of this solicitation.

The BHL proposal is for both ***Project Type 1: MHU Projects and Project Type 2: Rehabilitation and Reconstruction Projects.***

4.1 Minimum Qualifications

HUD CDBG-DR Residential Construction Experience:

BHL Federal was founded in 2013 after Superstorm Sandy devastated the Baumgardner family's hometown. Driven by a deep sense of commitment to his community, owner Andrew Baumgardner set out to help with the recovery efforts. Since then, BHL has tackled rehabilitation, reconstruction and MHU replacement projects across the country. We have been providing these same services in the disaster recovery realm for the past 13 years, having worked in TX, NJ (NJ RREM), NY (NYC Build It Back), NC (ReBuild NC), AL (HRAP) and FL (HRRP) in CDBG-DR funded housing recovery programs. BHL is currently a top performing General Contractor in the CDBG-DR funded Home Recovery Alabama Program (HRAP) and FL Housing Repair and Replacement Program (HRRP). With a team of experienced principals possessing over 100 years of combined experience in residential CDBG-DR construction, BHL exceeds the program's requirements and has the expertise to take on even the most complex projects. With this team, we are adequately equipped to meet all minimum qualifications outlined in section 4.1 and other requirements in section 4.2 of the RFP. Please see how we specifically meet the qualifications below.

BHL is dedicated to ensuring compliance with all relevant regulations and licensing requirements in the areas covered in the Action Plan. To achieve this, we have obtained the necessary licenses prior to entering into any contractual obligations. We currently hold a North Carolina General Contractor license (#105049), see attached below, and are registered with the NC Secretary of State. We also hold a NC MHU Salesperson (#48185) and Dealer (#49322) licenses.

BHL, and its executives, extensive Prime construction contractor experience includes working on Hurricane Sandy in NJ's Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program, NYC's Build It Back program, ReBUILD NC, Alabama's HRAP and Florida's HRRP; all CDBG-DR funded projects. Together these projects amount to over 10 years of experience surpassing the minimum requirement of 5 years set by the state, demonstrating BHL's commitment to excellence in disaster recovery and reconstruction.



We have completed 2 recons and 760 rehabs/elevations for NJ's RREM program as a Prime Contractor. In this program, our average preconstruction time was 30 days, average completion time for reconstruction was 150 days, average completion time for home elevations was 140 days, and our average warranty resolution was 5 days. Totalling \$20M in contracts awarded.



We have completed 38 recons, 83 rehabs/elevations, and 16 Modular Home Replacements for NYC's Build It Back program as a Prime Contractor. In this program, our average preconstruction time was 30 days, average completion time for reconstruction was 210 days, average completion time for home elevations was 180 days, and our average warranty resolution was 5 days. Totalling \$110M in contracts awarded.

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We have completed 110 recons, 3 rehabs and 9 MHU Replacements thus far for AL's HRAP program as a Prime Contractor. In this program, our average preconstruction time is 31 days. Our average completion time for reconstruction is 81 days and our average completion time for MHU replacements is 39 days. Our average time for warranty resolution is 5 days. Totalling \$35M in contracts awarded to date.





We have completed 8 recons and 16 rehabs thus far for FL’s HRRP program as a Prime Contractor. In this program, our average preconstruction time is 36 days. Our average completion time for reconstruction is 82 days. Our average time for warranty resolution is 4 days. Totaling over \$10M in contracts awarded to date.



Technical Approach:

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"I just wanted to take a moment to say how much we appreciated working with BHL on these Alabama grant projects. It's been a real pleasure partnering with a team that's professional, communicative, and prompt—especially when it comes to payments and project coordination. Your support and consistency made the process smooth and efficient on our end, and we're genuinely grateful for the opportunity. I hope this is just the beginning of more successful collaborations together in the future."

Owner & CEO | Knockout Inspections



Subcontractor Testimonials:

"It is my pleasure to recommend BHL Federal as a general contractor. I've worked with them on several projects across Alabama and Florida and have consistently been impressed by their professionalism, efficiency, and commitment to quality results. BHL Federal's streamlined financial processes make payments prompt and hassle-free, reflecting their strong organization and respect for subcontractors. Their experienced team brings deep construction knowledge, managing projects effectively with a proactive, detail-oriented approach. Projects with BHL Federal are consistently smooth and well-managed. Their clear communication and thorough planning keep timelines on track, and when challenges arise, they respond quickly and effectively to keep things moving. Based on my direct experience, I highly recommend BHL Federal for any project requiring a reliable, skilled, and solution-focused general contractor."

President & Master Electrician | Gulf Storm Electric LLC



"It has been a pleasure working with you for the last several years in both the Florida Rebuild program and the Alabama Disaster Recovery program. You are very professional and have quickly adapted to all program requirements, including working within three different energy and green programs between the two programs – Energy Star, National Green Building Standard (NGBS), and Florida Green Building Coalition (FGBC). We've enjoyed our partnership for many reasons, including that you are straightforward and easy to work with, pay on time and often, and work to have a deep understanding of what is required to meet program goals. You build a good house, and care that the end result is within program guidelines and also provides the homeowner with a safe, well-built replacement home that they can live in for decades to come."

Chief Administrative Officer | ES Green & Co, LLC



"I've had the privilege of working with Beau Daves and Mark McKee, our BFS sales representatives, on the government housing project in South Alabama—a highly successful initiative to which BHL Federal has been a key contributor. Thanks to that success, BHL has been awarded additional contracts in Central and North Florida and is now expanding into the Carolinas. I want to express my sincere gratitude to BHL Federal—the owners, production staff, full team, and their subcontractors. They have been a true pleasure to work with, and we've developed a strong, valued partnership between our companies. BHL has consistently proven to be a timely-paying customer, an excellent communicator, and a reliable scheduler throughout the home-building process. From foundations to framing, truss production, and millwork, they've remained on top of their game. We are incredibly thankful for the opportunity to be part of this growth. In our industry, it's all too common to hear only the negatives, but working with BHL Federal has been the exact opposite. Our direct managerial contact, Chris Boswell, has done an outstanding job. I want to personally thank him for allowing the Alabama Sales Team to grow alongside him and his organization. BHL Federal, best of luck in all your future endeavors. We hope you continue to be a staple in Builders First Source's operations. Thank you again for the strong relationship and partnership—we look forward to working with you for many years to come."



Market Sales Manager | Builders First Source

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Rehabilitation Projects:

With our experience delivering over 900 CDBG-DR rehabilitation projects, BHL is committed to completing all rehabilitation work ahead of the timelines specified in the RFP. We will carry out all repair scope activities outlined in Section 5.2.2 of the RFP. Through our work in both past and current CDBG-DR programs, we have found that one of the primary roadblocks in rehabilitation projects is the improper use of Xactimate. To address this, we have hired multiple team members with over 20 years of combined experience in Xactimate estimation. This gives BHL a distinct advantage in producing accurate, detailed estimates and significantly accelerating project timelines.

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Reconstruction Projects:

With our experience delivering over 200 CDBG-DR reconstruction and demolition projects, BHL is committed to completing all reconstruction projects in under 150 days and all demolition projects in fewer than 30 days. We will execute all reconstruction scope activities outlined in Section 5.2.3 and all demolition activities specified in Section 5.2.1 of the RFP.

Leveraging our operational systems and subcontractor engagement strategy, we consistently aim to complete reconstruction projects within 45 days. This accelerated timeline is made possible by our use of Buildertrend, a construction management platform that allows us to schedule subcontractors well in advance and provide them with visibility across all assigned projects. Schedules are updated daily, and executive leadership meets with superintendents each day to maintain project momentum and address any emerging issues.

Additionally, our commitment to hiring local subcontractors—and integrating them into our project management systems—helps foster a reliable, invested team that contributes directly to our efficiency and success.

Below is our 45-day Reconstruction project schedule:



MHU Replacement Projects:

With a proven track record of completing 165 CDBG-DR MHU replacement projects, BHL is committed to completing all MHU replacements in under 60 days. We will perform all scope of work activities outlined in Section 5.2.4 of the RFP.

BHL also holds active North Carolina MHU Dealer and Salesperson licenses, enabling us to purchase MHUs directly from manufacturers. This direct procurement approach gives us greater control over lead times and ensures consistent product quality throughout each project.

By taking these additional steps, we are able to deliver high-quality MHU replacements more efficiently and reliably than our competitors. Below is our standard 22-day MHU replacement project schedule.

In addition to the Rehab, Recon, Demo and MHU Replacement scope of work objectives, BHL is committed to completing all additional requirements highlighted in section 5.4 of the RFP. Time and time again, BHL has demonstrated their ability to exceed the client's expectations in minimizing the impact on operations while completing CDBG-DR projects. They prioritize project close-outs and take great care to obtain certificates of occupancy, and ensure ADA accessibility.

BHL's experienced staff is fully committed to meeting the program's required timeframes as we have also showcased in previous CDBG-DR programs. With an expert team in place, BHL is uniquely positioned to complete residential reconstruction within 150 days, residential demolition projects within 30 days, MHU replacement within 60 days and 45 days for rehabs under \$50k, 60 days for rehabs between \$50k and \$100k, 90 days for rehabs between \$100k and 150k and 120 days for rehabs greater than \$150k. Our current completion averages are 36 days for preconstruction, 82 days for reconstruction, 39 days for MHU replacements and 4 days for warranty resolution all while managing 60+ active projects at any given time.

Historic Preservation and Environmental Mitigation:

BHL has over 13 years of experience specializing in residential and commercial structures, including historic properties. We have direct experience working with the City of Mobile's Historic Development Commission for the Leinkauf Historic District and have presented in front of the Architectural Review Board. Additionally, we have specific expertise navigating requirements and approvals from State Historic Preservation Officers (SHPO). Most recently, BHL completed the reconstruction of a historic property in the Leinkauf Historic District in Mobile, Alabama (pictured to the right). In addition, our President, Christian Baumgardner, was instrumental in historic

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BHL engages only certified subcontractors with relevant experience to handle lead-based paint, asbestos removal, and environmental mitigation. While BHL does not perform these specialized services directly, it subcontracts them as needed throughout the program.

In New Jersey, New York City, North Carolina, Alabama, and Florida, we've partnered with specialized asbestos-containing material (ACM) and lead-based paint (LBP) contractors to ensure compliance with hazardous material regulations and reduce legal or financial risks. These experts conduct safe, efficient remediation with minimal disruption to communities, prioritizing public health and safety. Their involvement also streamlines project management by improving coordination and integration of environmental remediation within our rehabilitation efforts.

Compliance Reporting:

BHL is fully committed to meeting all applicable housing standards and codes, including the North Carolina and municipal building codes, while ensuring compliance with state and federal regulations—particularly those outlined by HUD for CDBG-DR programs.

Our team maintains meticulous documentation and proactively manages compliance from planning through construction. This includes adherence to the Davis-Bacon Act, timely submission of payrolls, and completion of HUD required forms to ensure transparency and accountability.

Key team members, Stephen Weirup and James Vallarta, bring over 20 years of CDBG-DR compliance experience. They are proficient in billing procedures and lien waiver management, which helps streamline payments, avoid legal issues, and protect project timelines and budgets.

BHL is experienced in completing CDBG-DR construction projects in full compliance with Tier II Environmental Review Record (ERR) mitigation requirements, including work in Alabama's HRAP and Florida's HRRP programs. Each project begins with a Tier II review to ensure environmental compliance from the outset.

4.2 Other Requirements: BHL is fully committed to promoting economic development and enhancing the quality of life for residents in the project area. To this end, we pledge to prioritize the recruitment and hiring of lower-income residents and to provide them with training and employment opportunities whenever possible. In accordance with Section 3 of the HUD Act 1968, as amended, 12 U.S.C. 1701u, we also recognize the importance of awarding contracts to business concerns that are located, in substantial part, in the areas of the program and are owned or operated by persons residing in these areas. BHL firmly believes that such measures will help create a more vibrant, inclusive, and equitable community. Please see our HUD Section 3 Lower-Income Residents Employment and M/WBE Partnering Plan attached below.

BHL understands the importance of creating a diverse and inclusive workforce and works to identify and engage qualified subcontractors and suppliers who reflect the diversity of the communities we serve. BHL commits to making a demonstrated effort to provide subcontracting opportunities to locally owned businesses, minority and women-owned business enterprises, and low-income residents in the program area. Please see our HUD Section 3 Lower-Income Residents Employment and M/WBE Partnering Plan attached

Warranty: BHL will provide a two-year general warranty on all materials and workmanship and will be liable for defects as provided by North Carolina law.

4.9 Bonding and Insurance Requirements: BHL is adequately capitalized with assets in excess of \$15,000,000 and has a line of credit of \$5,000,000 in good standing with Ocean First Bank, see letter from bank attached. Additionally, the Baumgardner Family is capitalized with assets in excess of \$50,000,000. BHL is financially solvent and adequately capitalized to make substantial progress on assigned homes in accordance with the Program's expected building timelines while awaiting reimbursement for draws. Attached are the underwriting bonds, insurance documents and the last 2 year's audited balance sheet, income statement and statement of cash flows for consideration.

BHL is bonded by Selective Insurance of America and their current capacity is \$50,000,000. Selective Insurance Company of America is rated A+, XV by A.M. Best Key Rating Guide. They have a \$93,877,000 US Treasury Department Circular 570 listing. Larger projects are considered on a case-by-case basis. See BHL bonding letter and a summary of insurances for BHL attached below.



7.3 COMPANY PROFILE:

BHL is a reputable construction company with over 100 years of collective experience in residential and commercial construction. The company was founded on the principles of honesty, integrity, and commitment, which have contributed to its solid reputation. The Baumgardner Family, who owns and operates the company, has demonstrated a strong track record of being responsive to customer needs and building lasting relationships with clients,

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Point of Contact: Christian Baumgardner, President, BHL Federal

Christian@BHLFederal.com

12 London Road

Asheville, NC 28803

(609) 214-3627

Redacted: Company Proprietary Information

programs. We were never involuntarily terminated nor voluntarily ceased participation in any of these programs.

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7.4 KEY STAFFING PROFILE:

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Our staffing plan includes hiring both permanent local employees and local subcontractors. We have already begun conducting initial interviews with candidates in the area and have posted several job openings.

Regardless of local hiring, we will have a team consisting of a project manager, construction lead, superintendent and warranty coordinator physically based in the Western North Carolina area affected by Hurricane Helene for the duration of the project. Key team members—including Christian Baumgardner (President/Project Manager), Chris Boswell (Construction Lead), Melissa Burnett (Assistant Construction Manager), Michael Rasnick (Warranty Coordinator), Carson Silacci (Superintendent), Bryar Schell (Superintendent), Dalton Gideons (Superintendent), and Ciara Allen (Homeowner Liaison)—are all prepared to relocate to North Carolina upon award.

We are fully capable of mobilizing to all impacted counties from our North Carolina office located at 12 London Road, Asheville, NC 28803. Please see the attached resumes for additional details on team qualifications.



7.5 REFERENCES:

In addition to the references we included on pages 67, 68 and 69 of the RFP, we have provided three others below:

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7.6 Litigation History:

BHL Federal was sued by a NJ homeowner for alleged breach of contract and consumer fraud violation. After a 3-week jury trial, BHL Federal was unanimously found not guilty on these charges and was successful in their counterclaim for malicious prosecution against the plaintiff. BHL Federal is currently named as one of the defendants in a McSherry vs SLSCO LP in NY. Other defendants include Todd Sullivan, John Sullivan, William Sullivan, the City of New York, the City of New York Department of Buildings, the City of New York Department of Design and Construction, the City of New York Mayors Office of Housing Recovery and John Doe numbers one through ten. BHL Federal's position is that this case has no merit and will eventually be dismissed at the end of discovery.

7.7 Conflicts:

BHL has no material arrangements, relationships, associations, employment, or other contracts that may cause a conflict of interest or the appearance of a conflict of interest if they provide the services described in this Solicitation.

7.8 Annual Report:

The financial statements for BHL Federal for 2023, 2024 and 2025 Q1 are attached.

7.9 Safety Information:

The safety manual for BHL Federal is attached.

7.10 Quality Control Program:

The quality control manual for BHL Federal is attached.

7.11 Cost Control Program:

BHL Federal recommends the below cost control measures:

- Geographical grouping of project assignments for efficient project completion
- If ENERGY STAR is required, substituting in a state level green building certification as the ENERGY STAR certification often does not do a good enough job of accounting for local nuances in building tactics and climates
- A limited GC pool to allow for contractors to plan and price for volume
- Limiting the number of rehab projects, which often times results in contract values greater than recon projects and requires greater overhead and administrative expenses on both the GC and program as a whole.



7.12 Warranty Program:

We are committed to the quality and durability of our residential construction projects. Our warranty program is designed to provide you with peace of mind and assurance in your investment. Here's an overview of our comprehensive warranty program:

Michael Rasnick will be responsible for the two-year Warranty Program and will meet the specifications of the program. The Warranty Program Description is below:

Customer Support:

- **Response Time:** Within 48 hours of reporting an issue.
- **Resolution:** Timely and effective solutions to warranty claims.

How to File a Warranty Claim:

1. Contact our Customer Support Team: Homeowners can submit warranty claims to NCWarranty@BHLFederal.com. This will be monitored by our Warranty Manager, Michael Rasnick.
2. Provide Documentation: Include photos and a detailed description of the problem.
3. Inspection: Our team will conduct an inspection to assess the reported issue.
4. Resolution: If the issue is covered, we will promptly address and resolve it. We strive for resolution closeout within 5 business days.

Our commitment extends beyond construction; it's a promise of enduring quality.

Thank you for choosing us as your trusted residential construction partner.

7.13 Reconstruction Plan Sets:

BHL Federal has provided single family construction plan sets for reconstruction and rehabilitation in NYC Build it Back and NJ RREM programs and reconstruction and MHU replacement projects for the Alabama HRAP program.



[Redacted Content]

<https://bhlffederal.com/>

BHL Federal Safety Manual



Revised: May 2025

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CHAPTER 1 - GENERAL

1.1 – Purpose

This Standard Operating Procedure (S.O.P.) establishes BHL Federal's Occupational Safety and Health Program, and provides a complete consolidated handbook for safety policies, procedures, and compliance, in addition to detailed guidance contained in 29 Code of Federal Regulation (CFR) 1910, and 29CFR 1926. It has been developed to define safe working practices and provide personnel with basic accident and occupational illness prevention requirements more conveniently.

1.2 – Scope

This S.O.P. is applicable to all employees and subcontractors employed by BHL Federal.

1.3 – Policy

It is the policy of BHL Federal to prevent accidents, thus providing more efficient utilization of resources, creating safe and healthful conditions of operations and employment, promoting safe practices by employees and subcontractors on and off the job.

Accordingly, BHL Federal has established a safety program which involves the conduct of a continuing vigorous effort toward the prevention of accidents in all operations and activities at the work site and ensuring that safe practices and physical standards are incorporated in our training program. All personnel are required to comply with all safety and health regulations and codes and always adhere to safety procedures.

Continuous enforcement of safety rules and procedures is mandatory for effective supervision. Supervisors are key personnel in any safety and health program and are expected to lead the way for their subordinates in order that all personnel will do an effective job in fulfilling their safety and health responsibility.

1.4 – Responsibilities

- A. The Safety Supervisor is responsible for the following:
 1. Planning the safety program in accordance with 29 CFR 1910, GENERAL INDUSTRY and 29 CFR 1926, CONSTRUCTION INDUSTRY SAFETY AND HEALTH STANDARDS Federal and State Regulations and implementing applicable provisions of regulatory Guidelines.
 2. Conducting work-site hazard analysis of operations and processes, detect hazards involving procedures, equipment, and machinery used in that operation or process. Make recommendations to eliminate or effectively control the identified hazards.
 3. Conducting safety-training programs, publishing specific safety standards and operating procedures applicable to specific jobs.
 4. Establishing procedures to stimulate employee's interest in off-the-job safety, providing employees with cards, booklets, and other materials, devoted to such topics as pedestrian safety, home safety, recreational safety, and first aid.
 5. Preparation of a master accident prevention plan which provides specific safety actions to be conducted monthly and programmed to offset accident trends revealed by analysis of accident experience, and to eliminate accident potentials in high risk areas, including objectives in the plan to eliminate the conditions which have caused the majority of accidents and the potential for accidents.
 6. Establishing realistic fiscal year objectives for accident exposure categories-, including per capita data, based upon previous performance and as guided by established regulatory guidelines set forth in 29 CFR 1904.
 7. Complying with provisions pertaining to accident investigation, analysis, and reporting. Investigate accidents in accordance with regulatory guidelines, determining cause and effect of accident; suggest recommendations for corrective action to prevent

recurrence. Report any accident of serious nature as defined by 29 CFR 1904 to the state Department of Labor.

8. Maintaining an adequate inspection and follow-up program for the purpose of:
 - a. Identifying unusual and uncommon hazards, which are beyond the ability of supervisors to identify.
 - b. Provide inspection data that will allow assessment of the performance of supervisors in their assigned task of identifying and correcting hazards normally associated with their operations.
 - c. Prepare written reports to supervisors responsible for the operations and follow up to ensure compliance. Evaluate progress on corrective measures.
9. Accomplish special analysis of operations involving safety consideration generated from requests by supervisors, accident cause studies, hazardous conditions discovered by preventive inspections and /or unusual operations.
10. Conducting safety review of all plans and specifications of building, construction, modification, and layout of operating facilities.
11. Formulating a safety award program to recognize outstanding safety performance.
12. Maintaining liaison with Federal, State, and local government agencies. Coordinate and monitor implementations of OSHA standards for BHL Federal. Conduct inspections to determine noncompliance with OSHA and initiate reports for corrective actions as required.
13. Overall management of the safety and health program for BHL Federal, their employees and subcontractors. Issue waiver-to permit deviations from advisory safety provisions.
14. Preparing and conducting safety training courses for supervisors and employees.

B. Shop Supervisors are responsible for the following:

1. The prevention of injuries to employees, to include training personnel to work safely, correcting unsafe acts and hazardous mechanical or physical conditions immediately. Enforcing safety regulations, preliminary accident investigation, and take other actions necessary to ensure the safety of employees. Report all injuries and illnesses to the safety supervisor and report all close call requirements.
2. Arranging for instruction of all new employees in Company Safety Policy, Company Hazard Communication Program, General Safety on the Job Site, Ladder Safety, Usage of Personal Protective Equipment (PPE), and Emergency Procedures for the Job Site New Employee Orientation and Fall Protection if needed for the job.
3. Holding monthly safety meetings with all supervisory personnel on the job including subcontractors. Current safety procedures and safety activities should be discussed at these meetings. Conducting daily safety and housekeeping checks, as he inspects his project, and correct unsafe conditions or practices.
4. Ensuring that adequate first aid supplies are maintained on the job.
5. It is beyond the scope of this program to cover every operation that may be conducted on a given project. For this reason, superintendents should strive to perform all operations in the safest possible manner.

1.5 – Employee Training

Before any new employee or current employee is placed on the job, or changes to a different job, Management shall make sure the employee knows the specific safety rules and regulations of the activity appropriate to the work performed. The employee shall be thoroughly instructed in the efficient, safe method of performing their assigned task before being permitted to work on their own. The personal benefit to the employee conforming to these rules shall be explained.

CHAPTER 2 - OSHA SAFETY AND HEALTH PROVISIONS

2.1 – Purpose

This chapter describes the policies, responsibilities, and procedures required to implement Title 29-Labor Relations Regulation, 29 CFR 1960 to 1965.

2.2 – Scope

This chapter is applicable to all employees working for BHL Federal.

2.3 – Definitions

- A. *Abatement Period*: time interval for correction of violation.
- B. *Employee*: any person working for another person or establishment
- C. *Establishment*: an organized force for carrying on public or private business
- D. *Head of the Establishment*: president or CEO of an organized force for conducting public or private business.
- E. *Safety and Health Specialist*: a person who meets OSHA Standards for Safety Manager/Specialist.
- F. *Imminent Danger*: a condition where a substantial risk probability exist that death or serious physical harm will result immediately or before the imminence of such danger can be eliminated through normal action.

2.4 – Policy

- A. All employees shall be provided an effective safety and health program consistent with 29 CFR 1910 and 29 CFR 1926.
- B. Employees or others of unsafe or unhealthful working conditions shall give prompt attention to reports.
- C. The excellence or culpable failure of supervisors and employees in performing occupational safety and health responsibilities will be considered in the evaluation of the performance or potential of that individual.
- D. Employees will not be subject to restrain, interference, coercion, discrimination, or reprisal by virtue of employee participation.

2.5 – Responsibilities

- A. Management is responsible for:
 - 1. Overall management of the safety and health provisions of employees working for BHL Federal.
 - 2. Managing the reports and record keeping required by 29 CFR, 1900 to 1910-and 29 CFR 1960 and 1926.
 - 3. Conduct the safety and health- inspections required by 29 CFR 1910, 1960 and 1926.
 - 4. Coordinate inspections and surveys conducted by the Environmental Protection Agency (EPA) and the Occupational Safety and Health Agency (OSHA).

- B. Employees are responsible for:
 - 1. Complying with Occupational Safety and Health Standards and all rules that are applicable to the employees' own actions: and conduct.
 - 2. Reporting, in accordance with this standard operating procedure, any unsafe or unhealthy working conditions, they become aware of, to their supervisor.
 - 3. Take an active part in Safety and Health Program and participate in the development of the company safety and health standards.

2.6 – Procedure

- A. BHL Federal will maintain the occupational safety and health data required by 29 CFR 1910 and 29 CFR 1926. The appropriate information shall be entered using OSHA form 300, and other OSHA reports required will be completed by (Items 1 and 2: of the Chapter are only applicable when there are more than 10 employees, Part time employees shall be counted as 1/2 employee.)
- B. No later than 30 calendar days after the closing of the calendar year, BHL Federal's Management shall provide the President and other managers a copy of the annual summary of injuries and illnesses, which shall be posted on the company official bulletin boards for the entire month of February.
- C. The Corporate office shall maintain a performance appraisal system that, where appropriate, will allow evaluation of the excellence or culpable failure of Supervisors and employees in performing occupational safety and health responsibilities.
- D. Should the employee or representative of the employee be dissatisfied with the action taken by the Supervisor, relative to an alleged hazard, he/she shall report the alleged hazard to Management, in writing. Within three (3) working days of receipt of the request. The Management shall- investigate the alleged hazard and submit his/her findings. A copy of the investigative report shall be furnished to the employee and his/her supervisor within 10 working days from receipt of the complaint.

2.7 – Inspections

- A. A designated safety person and Shop Supervisor shall inspect the shop area and project work sites at least on a weekly basis, or during site evaluation. Office areas shall be inspected annually. Shop Supervisors shall be advised of the inspection results and provided with the abatement dates for all violations of the Safety and Health Program. Shop Supervisors shall furnish Management with a summary of steps to correct the circumstances.
- B. Imminent danger conditions will be corrected immediately. If immediate correction is not possible, the operation will be shut down or personnel removed from the danger area. In the latter case, the Shop Supervisor and Management will be notified immediately.
- C. Upon notification of an OSHA inspection, and upon arrival of an OSHA Safety and Health Specialist, Management will arrange a briefing with the president. After the briefing, Management will notify all Shop Supervisors that representation is desired for the inspections. Safety and Health Inspectors are authorized to deny accompaniment to any person whose participation interferes with the fair and orderly inspection. At the completion of the inspection, an exit briefing with the CEO and or his/her representative to discuss the inspection findings will be arranged.
- D. Upon receipt of a notice of an unsafe or unhealthy working condition the notice will be posted unedited at each work site where such condition(s) exists or existed.

CHAPTER 3 - SAFETY REQUIREMENTS AND STANDARDS

3.1 – Purpose

These standards are established for BHL Federal's Safety and Health Program and provide a complete procedure and compliance guide for the company.

3.2 – Scope

These standards are applicable to all employees and subcontractors employed by BHL Federal.

3.3 – Machinery, Tools, and Machine Guarding

(29 CFR 1910.211 – 1910.219 and 1926.300 – 1926.307)

- A. This standard is designed to prevent injury to machine operations and employees in machine areas by requiring guarding devices and methods. When power operated tools are designed to accommodate guards, they shall be equipped with such guards when in use.
- B. The general requirements of 1910.212 and 1926.300 apply to all machinery. Guards are required whenever a machine poses a hazard at its point of operation, ingoing nip points, rotating parts, or with flying chips or sparks. The general requirement includes specifications for the design, machine controls, and machine guards. Guarding shall meet the requirements as set forth in American National Standards Institute, B15.1 1953 (1958), Safety Code for Mechanical Power-Transmission Apparatus. Point of operation is the area on a machine where work is actually performed upon the material being processed. Guards shall be so designed and constructed as to prevent the operator from having any part of his body in the danger zone during the operating cycle.
- C. Only personnel specifically authorized shall operate, repair, or clean any Machine. No one will be authorized to operate, clean, or repair any machine without the Shop Supervisor having assurance that the individual is fully qualified and adequately trained to safely accomplish the assignment.
- D. Machine Maintenance: Before oiling, cleaning, or repairing a machine, the machine shall be stopped, switches and other controls locked out and the machine tagged out of service. All machine guards that were removed shall be replaced upon completion of repairs and/or adjustments before switches or other controls are again made operational.

3.4 – Walking-Working Surfaces

(1910.21)

- A. This section applies to all temporary and permanent places of employment. The intent is to ensure that good housekeeping procedures are practiced, floors and working surfaces are maintained in a clean, and dry condition. Work areas where wet processes are used will have provisions for effective drainage as well as false floors, platforms, or dry standing places where practical.

The standard also sets out requirements for passageways, aisles, handrails, guarding devices for floor and wall openings, and elevated areas, including fixes and portable ladders, stairways, fixed and movable scaffolding. The general requirements include specific designs for toe boards, height and construction of guardrail, etc.

- B. Aisles shall be wide enough to walk, without getting run over by other employees and/or material handling equipment. Aisles shall be marked permanently so that employees shall be encouraged to keep them clear of obstruction.

- C. Passageways shall be kept clear and in good repair with no obstruction across or in the aisles that could create a hazard. Where mechanical handling equipment is used, there shall be sufficient safe clearance provided at loading docks, through doorways, and whenever turns or passage must be accomplished.
- D. Housekeeping: All places of employment, passageways, storerooms, and service rooms shall be kept clean, orderly, and in sanitary condition, this includes all job sites. The floor of every workroom shall be maintained in a clean and dry condition. Where wet processes are used, drainage shall be maintained in a clean and dry condition. Where wet processes are used, drainage shall be maintained.

False floors, platforms, mats or other dry standing areas shall be provided where practicable. To facilitate cleaning, every floor, working place, and passageway shall be kept free from protruding nails, splinters, holes or loose boards.

- E. Ladders: When ladders are placed in front of doors, adequate means to divert traffic shall be taken. When operations are such that the security of a ladder may be endangered, the ladder shall be securely tied in position or an employee shall be stationed at the base to steady and prevent it from falling.

No one shall stand on the top or first step from the top on a stepladder. Metal ladders shall not be used: when working on energized electrical equipment. Ladders will not be placed on boxes, pallets, barrels, etc., to increase the working height of the ladder. A longer ladder will be used.

- Manufactured ladders used on the job must be the heavy-duty industrial type.
- Broken or damaged ladders must not be used. Ladders to be repaired must be tagged "DO NOT USE" and returned to the shop.
- All straight ladders must be tied off at the top.
- Ladders should not be placed against moveable objects.
- The base of the ladder must be set back a safe distance from vertical, approximately 4 to 1 working length of the ladder.
- Ladders used for access to floor or ground, and platform must extend at least 3 feet above the landing.
- The areas around the top and base of ladders must be free of tripping hazards such as loose materials, trash, and electrical cords.
- Ladders, which project into passageways or doorways, where they could be struck by personnel; moving equipment, or materials being handled, must be protected by barricades or guards.
- Stepladders must be fully opened to permit the spreader to lock in place.
- All employees and subcontractors are prohibited from standing on or sitting on the top two steps of the stepladder.

3.5 – Means of Egress

1910.33 to 1910.37 and 1926.34

- A. This standard is applicable to and sets out the requirements for ensuring that there be a safe means of egress in the event of an emergency requiring evacuation of personnel from the facility and work projects sites.

- B. There are requirements that there be a sufficient number of exits to permit an emergency evacuation in case of fire or other emergency. Exits and exit paths are to be clearly visible and appropriately marked.
- C. Every building or structure shall be so constructed, arranged, equipped, maintained, and operated as to avoid undue danger to lives and safety of its occupants from fire, smoke, fumes, or resulting panic during the period of time reasonably necessary for escape from the building or structure, in case of fire or other emergency: Exits shall be marked by a readily visible sign in all cases where the exit or way to reach it is not immediately visible to the occupants.
- D. Any door, passage or stairway which is neither an exit nor a way of exit- access, and which is so located or arranged as to likely be mistaken to be an exit, shall be identified by a sign reading "no exit" or similar designation or shall be identified by a sign indicating its actual character such as "Store."

There shall be a pre-designated area on all ongoing job sites of over one week's duration where employees should report in case of an emergency. The Shop Supervisor shall designate this area, so that all involved shall know where to go in case of an emergency.

- E. There will be no locks or fasteners to prevent free escape from inside any building. Exception: mental, penal or corrective institutions where supervisory personnel are continually on duty.

3.6 – Occupational Health and Environmental Control (1910.94 to 1910.96 and 1926.57)

This section contains provisions for employee protection from environmental hazards, and includes requirements for ventilation and hearing, radiation and lead protection.

A. Ventilation

1. Ventilation requirements outline the conditions where local exhaust ventilation is necessary to reduce harmful concentrations of dust and fumes.
2. Air shall be of such purity that it will not harm or cause discomfort to an individual if it is inhaled for extended periods of time. The construction, installation, inspection and maintenance of exhaust systems shall conform to the principles and requirements set forth in the American: National Standard Fundamentals governing the design of exhaust systems, ANSI Z9.2-1960, and ANSI; Z33.1-1961. When dust leaks are noted, repairs shall be made as soon as possible.

If a new exhaust duct is installed, the static pressure drop at the exhaust ducts leading from the equipment shall be checked when the installation is completed and periodically thereafter to assure continued satisfactory operation.

Whenever an appreciable change in the pressure drop indicates a partial blockage, the system shall be cleaned and returned to normal operating condition.

3. With construction, hazardous substances shall not exceed concentrations of limits specified in 1926.55.
4. When ventilation is used as an engineering control method, the system shall be installed and operated according to requirements of 1926.57.

- B. Occupational Noise Exposure
 - 1. The standard for occupational noise exposure (1910.95) applies to any workplace where noise exposures exceed the levels outlined in section 7.3, subsection C, of this manual. The standard contains specifications for permissible noise exposures and methods for calculating daily exposure levels.
 - 2. Protection against the effects of noise exposure shall be provided when the sound levels exceed an 8-hour time-weighted average of 85 decibels (dba) when measured on the A scale of a standard sound level meter at slow response. When information indicates that any employee's exposure may equal or exceed an eight (8) hour time weighted average of 85 decibels, a monitoring program shall be developed.
- C. In construction, (1925.52 and 1926.101) Table 7-1 will be utilized for permissible noise exposures. If variations of noise level involve maxims for one (1) second or less the sound shall be considered continuous.
- D. When combined sound exposures are composed of different levels over two or more periods of time, their combined effort shall be considered and computed according to formula found in 1926.52 (2)(i).
- E. Impulse or impact noise shall never exceed 140db peak sound pressure level.
- F. Posting in noise hazard areas is required.
- G. See Chapter 8, Noise Conservation Program.
- H. Standards on ionizing and non-ionizing radiation. (1910:96-.97 and 1926.53) apply to all workplace full-body and partial-body radiation exposures, including those from X-ray machines; naturally occurring radioactive materials such as radium; TV and radio stations; particle accelerators; radio navigation; radio- frequency heat sealers and heaters; microwave antennas, and exposures for industrial and scientific purposes. Exposure to radioactive source materials, special nuclear material, and radioactive source materials, special nuclear material, and radioactive by-product materials that are regulated by the Nuclear Regulatory Commission.

3.7 – Hand-Held and Portable Tool

- A. General requirements, 1910.242 and 1926.300-305, assign responsibility for the safe operating condition of all workplace tools whether furnished by the employee or employer. Tools will be maintained in safe working conditions. The use of compressed air, over 30 psi, for cleaning purposes is not allowed.
- B. Guarding of portable power tools, 1910.243 and 1926.300-303, requires that all powered tools and portable machines (power saw, drills, pneumatic tools, portable belt sanders, portable abrasive wheels, portable grinders, etc.) shall be equipped with guards above and below the base plate. See Section 3.3
- C. Competent employees designated by Shop Supervisors shall inspect all tools frequently. Defective tools shall be removed from service to be either repaired or discarded. Hammers with highly tempered steel head shall- not be used on hard steel; hammers with soft material heads will be used. Heads of chisels, punches, nail sets, and other tools: of this type that will mushroom shall be kept grounded off. Knives and similar tools shall be equipped with guards at the hilt; files in use shall be equipped with suitable handles.

Small parts being repaired with files, screwdrivers, or like tools, should be placed in a holding device to avoid injuries occurring as a result of holding the object in one hand and the tool in the other.

- D. Hand tools with wooden handles shall be free of splinters and/or cracks and handles will be kept tight in the head.
- E. Electric tools will not be permitted to hoist or lower other tools or materials. Electrical cords will not be used as a hoisting device for any tool.
- F. Portable Electric Tools: Only authorized personnel shall make repairs to electric tools and/or equipment. All portable tools equipped with guards shall not have them removed. All electric tools shall be grounded (GFCI) or double insulated.
- G. Ground Fault Circuit Interrupters will be used on 120-volt, single phase 5 and 20 ampere receptacle outlets on construction sites. (1926.404(b)(ii))
- H. Tools will not be used in an explosive or flammable atmosphere.
- I. Only trained and authorized personnel will use Powder-Actuated tools. Manufacturer's recommended procedures will be followed for use and daily testing of Personal Protective Equipment will be used according to Manufacturer's recommendations and the requirements of 1926.300 Subparts D and E.

Particular PPE shall be used when exposed to hazards of falling, flying, abrasive, and splashing objects or exposed to dusts, fumes, vapors or gases.

3.8 – Material Handling and Storage

1910.176 to 1910.184 and 1926.453 1926.952 and 1926.953

This standard contains the specifications for the handling of workplace materials, including requirements for industrial trucks, cranes, mobile scaffolding, slings, and aerial lifts.

- A. Powered Industrial: Trucks: 1910.178 and 1926.453
Includes requirements for the design, maintenance, and use of industrial trucks powered by electric or internal combustible engines (forklift trucks, tractors, platform: lift trucks, etc.), Industrial trucks powered by compressed air or nonflammable compressed gases are excluded from this specific standard, as are farm vehicles and vehicles, used primarily for earth moving or over-the-road hauling. Drivers, where required, will be certificated for operating lifts under changes of this standard dated December 1, 1999.
- B. All materials shall be stacked in such a manner that assures stability and facilitates removal. Whether the material is in a stationary stack or on equipment to be moved, it shall be secured, checked, and/or tied to prevent tipping or slipping in movement.
- C. Circumstances permitting all gasoline or propane powered material handling equipment shall be refueled outside of buildings. Refueling shall be accomplished at least 50 feet from the warehouse or other inert building and loading docks, and at least a hundred (100) feet from: hazardous material storage areas. A bonding wire will be connected between the equipment being refueled and the fuel-dispensing unit to prevent static electricity.

- D. Riders, lunch boxes, newspapers, extra clothing not being worn, etc. shall not be permitted on lift trucks at any time. No one shall ride on any equipment not specifically designed to accommodate operators or passengers.
- E. Lifting of workers shall not be allowed unless proper equipment and PPE is used.
- F. Charging batteries will be done in authorized and designated areas. Eyewash stations shall be located within 25 feet of charging location. Proper PPE shall be used when charging or transferring batteries.
- G. Construction: Avoid storage of materials or equipment near/under energized bus, energized line or near energized equipment. Applicable clearances are stated in Table V4, 29 CFR 1926.953.
- H. Unloading of steel, poles cross arms and similar material requires an examination to ascertain the load has not shifted, bound and stakes have not been broken or the load is not hazardous to employees.
- I. Tag lines shall always be used to control loads being handled by hoisting equipment.
- J. Rigging equipment will be inspected prior to each shift and as necessary. Defective equipment will be removed from service immediately. Rigging equipment shall not exceed its recommended safe working load.
- K. Knots shall not be used in lieu of splices.
- L. Ropes and slings will be removed from service if any of the following conditions exist:
 - 1. Acid or caustic burns.
 - 2. Melting or charring of any part of the surface.
 - 3. Snags, punctures, tears or cuts.
 - 4. Broken or worn stitches.
 - 5. Distortion of fittings.

3.9 – Motor Vehicle Safety

(49 CFR 392.1 to 392.68)

Motor vehicle safety is designed as an incentive to encourage the development of safe driving performance among those individuals who drive/operate company motor vehicles and/or material handling equipment. It provides criteria for recognizing these individuals for driver/operator safety recognition.

- A. Vehicles shall be inspected prior to each shift to assure parts, equipment and accessories are in safe operating condition and free of apparent defects.
- B. All cab glass will have free and clear visibility.
- C. Loads will be adequately secured and not allowed to roll or slide about.
- D. Compressed gas cylinders will be stored upright (vertical) and secured to prevent any movement while the vehicle is in motion.
- E. Passengers and operators shall always use seat belts.

3.10 – Medical Services and First Aid (1910.151 and 1296.23)

This section applies to all workplaces requiring medical and first aid services, as well as emergency eye and face washes and drench showers. Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use.

All employees and subcontractors shall report injuries *immediately*, no matter how minor; to the Shop Supervisor and the job site office prior to leaving the job site because of an injury whether personal or work related. All accidents must be reported *immediately*. If they are over two days late reporting, a special investigation will be conducted.

Emergency phone numbers are posted at all job sites. All employees and subcontractors shall become familiar with phone locations and emergency call procedures. Material Safety Data Sheets are not required for medical supplies.

Also see Accident/Incident Reporting Procedures, Chapter 6.

At BHL Federal, your safety is Management's first consideration. Safety is not the responsibility of the Shop Supervisor, the experienced employee, or the new employee alone; it is the responsibility of every employee every minute of every day whether at home, at work or on the highway. Your responsibility is continuous and your cooperation in preventing accidents is absolutely necessary.

3.11 – Access to Employee Medical and Exposure Records (1910.1020 and 1926.33)

This standard spells out the responsibilities of employers in providing employees, or authorized employee representatives, access to medical records and records of exposure to toxic substances, contaminants, or other conditions which can have an adverse effect on an employee's health. The standard is specific in language not to interfere with legal or ethical obligations to maintain the confidentiality of personal medical history and information. Access is defined in the standard to mean the right to examine and also to make a copy of copies of the record.

Medical and exposure records to which employees are to be permitted access include the following:

1. Environmental monitoring or measuring.
2. Personal or other forms of sampling.
3. Biological monitoring results.
4. Material safety data sheet or identity of toxic substance or harmful agent.
5. Medical questionnaire or histories.
6. Medical examination results (including x-rays).
7. Medical opinions and recommendation.
8. Employee medical complaints.

Records concerning health insurance claims that are maintained separately from the employer's medical program, and which are NOT accessible to the employer by employee name or identification are NOT subject to the accessibility rule. Records related to voluntary employee assistance (alcohol, drug abuse, personal counseling) need NOT be provided if such records are maintained separately from the medical program records. Furthermore, this standard recommends that an authorization for the release of medical record information be utilized and signed by the employee.

3.12 – Compressed Gas and Compressed Air Equipment

(1910.169, 1926.153, 1926.350)

This standard applies to compressed air receivers, and other equipment used in providing and utilizing compresses air for performing operations such as cleaning, drilling, hoisting, and chipping. Gauges and Valves: Every air receiver shall be equipped with an indicating pressure gauge and with one or more spring-loaded safety valves. *At no time shall an employee or subcontractor use compressed air to blow dust or dirt off his or her clothing.*

3.13 – Personal Protective Equipment

(1910.132 to 1910.136 and 1926.28), Also see Chapter 8

This standard requires protective equipment to be worn wherever there is a hazardous process or environment, which may cause harm to employees not wearing such equipment. Employee harm may result from the absorption of inhalation of, or physical contact with hazards, which include electrical, radiological, chemical, thermal, and mechanical hazards.

Personal protective equipment includes eye, face, and head protection, protection of the extremities, and protective clothing and respiratory equipment. Whether such equipment is provided by BHL Federal or by the employee, BHL Federal shall in both cases ensure its adequacy, maintenance, sanitation, and use.

BHL Federal is required to provide, and employees are required to wear or use the necessary personal protective equipment and training in the proper use and storage of such equipment. Such equipment includes protection for eyes, face, head and extremities, protective clothing, respiratory devices, shield and barriers.

Hard Hats: All BHL Federal employees working in areas where there is a possible danger of head injury from impact, falling or flying objects, electrical shock or bums shall wear a protective hard hat.

Hard hats are to be worn where a customer requires employees to wear protective covers. These provisions are applicable to all subcontractors. Hard Hats will meet the requirements of American National Standards Z89.1-1969

Eye Protection: Employees involved in eye-hazardous operations must be provided with appropriate protection that meets the standards of the American National Standards for eye protection; Z87-1 98a.

If operations are such that hazardous dust, fumes, mists, gases, smokes, or vapors can contaminate the air, employees shall be protected by appropriate engineering controls to eliminate the conditions, or, as an alternative, be provided with respiratory protection.

Prescription safety glasses meeting the requirements of American National Standards Z87.1-1968 are acceptable for eye protection. These safety glasses must have proper side shields attached firmly to the frames.

Persons shall not be assigned to tasks requiring use of respirators unless it has been determined that they are physically able to perform the work and have been trained in the use of the equipment. The respirator user's medical status shall be reviewed annually.

Employees are responsible for keeping personal protection equipment and lifesaving equipment clean and in good repair, including PPE owned by employees.

Table E-1 in 29CFR 1926.102 shall be used as a guide for face and eye protection. Table E-2 shall be the guide for filter lens shade numbers for protection against radiant energy.

Leather Boots shall be worn at all times in construction, warehouses and manufacturing areas. Leather boots shall meet requirements of American National Standards Z41.1-1967

All protective equipment, such as respirators, must be maintained in a sanitary and usable condition. BHL Federal encourages wearing of jewelry to as minimal as possible, i.e., rings and necklaces. Sleeve length on shirts should be no less than 4 inches from the top of the shoulder. Earrings are limited to post and shall not exceed a maximum 1/2-inch in diameter. Beards should not exceed four (4) inches in length. Clothing shall be cotton as much as possible. Due to the burn capacity of synthetic clothing (polyester), these materials shall not be allowed to be worn by employees. Conductive articles shall not be worn in close proximity to energized or potentially energized equipment. This shall include items as rings, watches, mirror-framed eyewear, key chains, dangling jewelry and-metallic belt buckles.

3.14 – Hazardous Material Also See Hazardous Communication Program (1910.101 to 1910.120 and 1296.65)

This standard relates to the safe handling of hazardous materials, including compressed gases; flammable and combustible liquids; liquefied petroleum (LP) gas; anhydrous ammonia; and hazardous waste.

BHL Federal shall determine that compressed gas cylinders under its control are in a safe condition to the extent that this can be determined by visual inspection. Visual and other inspections shall be conducted as prescribed in the hazardous materials regulations of the Department of Transportation. The in plant and on work sites handling and storage, and utilization of all compressed gases in cylinders, portable tanks, rail tank cars, or motor vehicle cargo tanks shall be in accordance with the Compressed Gas Association Pamphlet P-1-1965.

Flammable and combustible liquids having a flash point below 100 °F are flammable; those with a flash point above 100 °F are combustible liquids: All Shop Supervisor and employee personnel shall understand and be aware of the difference.

When transferring flammable liquids from one container to another, both containers must be bonded and grounded to eliminate the possibility of static build-up. All containers for flammable and combustible liquids shall be of approved type in accordance with NFPA 30. Flammables must be kept in closed containers except when actually in use. Combustible waste materials, such as oily shop/paper towels must be stored in covered metal containers and disposed of daily.

Storage cabinets shall be of such design that they are in compliance with the requirements of the National Fire Protection Association (NFPA 30). All storage cabinets must be labeled with the appropriate caution signs.

A copy of BHL Federal's Hazard Communication Program shall be available to everyone involved in the job site. All employees shall be given training annually and documentation of the training shall be kept on file at the office. See attached policy for responsibilities and precautions to take when working with chemicals.

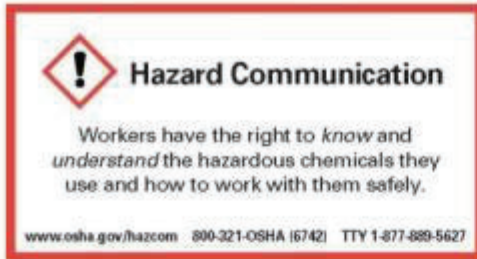
Addendum:

The following pages contain an addendum to the Hazardous Communication Program that is effective immediately.

GHS Safety Training Card

| | |
|---|---|
| <p>GHS Safety Trained</p> <p>This is to certify that _____</p> <p>has successfully completed GHS Training</p> <p>_____</p> <p>Authorized Signature</p> | <p>GHS Safety Trained</p> <p>This is to certify that _____</p> <p>has successfully completed GHS Training</p> <p>_____</p> <p>Authorized Signature</p> |
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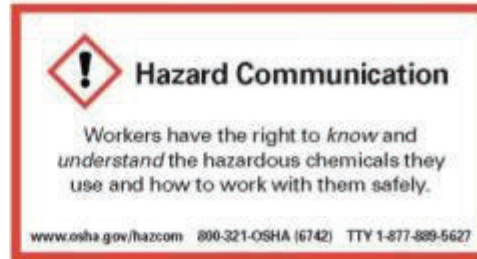
Hazard Communication Wallet Card



! Hazard Communication

Workers have the right to *know* and *understand* the hazardous chemicals they use and how to work with them safely.

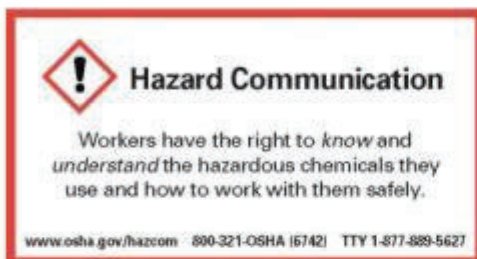
www.osha.gov/hazcom 800-321-OSHA (6742) TTY 1-877-889-5627



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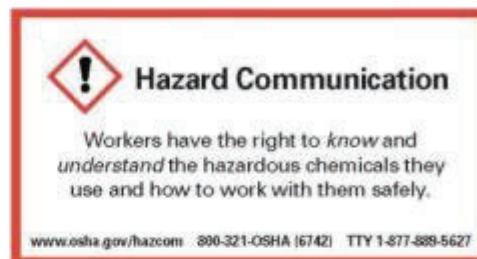
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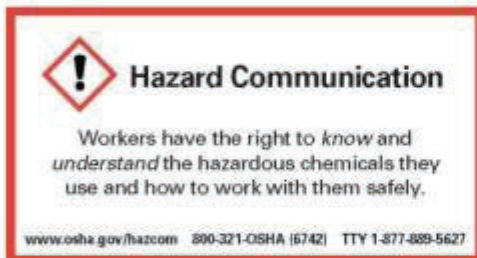
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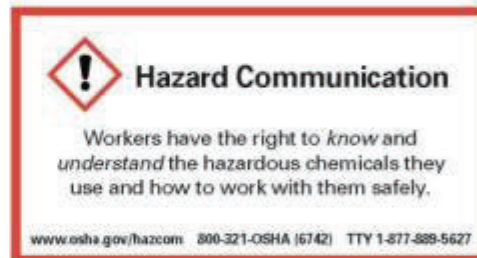
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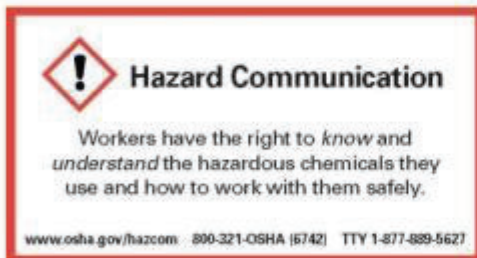
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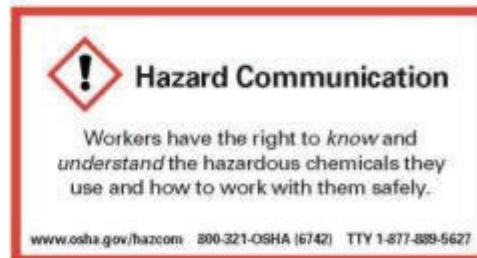
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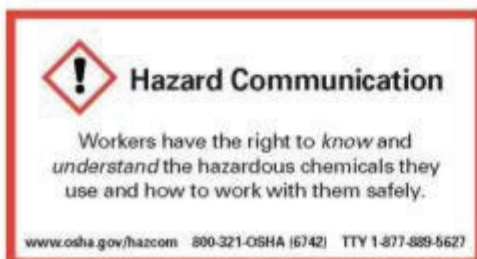
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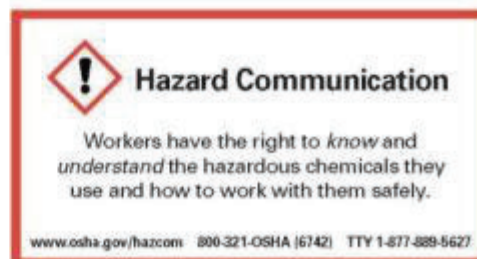
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www.osha.gov/hazcom 800-321-OSHA (6742) TTY 1-877-889-5627

OSHA 3093 (Rev. 10/10)



Workers must be trained to understand these pictograms and the hazards they represent. To learn more about training, labeling, and safety data sheet requirements, scan the QR code.



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Hazard Communication Pictogram Quick Card



Hazard Communication Standard Pictogram

As of June 1, 2015, the Hazard Communication Standard (HCS) will require pictograms on labels to alert users of the chemical hazards to which they may be exposed. Each pictogram consists of a symbol on a white background framed within a red border and represents a distinct hazard(s). The pictogram on the label is determined by the chemical hazard classification.

HCS Pictograms and Hazards

| | | |
|--|--|---|
| Health Hazard  <ul style="list-style-type: none"> • Carcinogen • Mutagenicity • Reproductive Toxicity • Respiratory Sensitizer • Target Organ Toxicity • Aspiration Toxicity | Flame  <ul style="list-style-type: none"> • Flammables • Pyrophorics • Self-Heating • Emits Flammable Gas • Self-Reactives • Organic Peroxides | Exclamation Mark  <ul style="list-style-type: none"> • Irritant (skin and eye) • Skin Sensitizer • Acute Toxicity (harmful) • Narcotic Effects • Respiratory Tract Irritant • Hazardous to Ozone Layer (Non-Mandatory) |
| Gas Cylinder  <ul style="list-style-type: none"> • Gases Under Pressure | Corrosion  <ul style="list-style-type: none"> • Skin Corrosion/ Burns • Eye Damage • Corrosive to Metals | Exploding Bomb  <ul style="list-style-type: none"> • Explosives • Self-Reactives • Organic Peroxides |
| Flame Over Circle  <ul style="list-style-type: none"> • Oxidizers | Environment (Non-Mandatory)  <ul style="list-style-type: none"> • Aquatic Toxicity | Skull and Crossbones  <ul style="list-style-type: none"> • Acute Toxicity (fatal or toxic) |

For more information:



Occupational Safety and Health Administration
 U.S. Department of Labor
www.osha.gov (800) 321-OSHA (6742)

OSHA 3481-02-2013

OSHA Training Requirements

OSHA[®] FactSheet

December 1st, 2013 Training Requirements for the Revised Hazard Communication Standard

OSHA revised its Hazard Communication Standard (HCS) to align with the United Nations' Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and published it in the Federal Register in March 2012 (77 FR 17574). Two significant changes contained in the revised standard require the use of new labeling elements and a standardized format for Safety Data Sheets (SDSs), formerly known as, Material Safety Data Sheets (MSDSs). The new label elements and SDS requirements will improve worker understanding of the hazards associated with the chemicals in their workplace. To help companies comply with the revised standard, OSHA is phasing in the specific requirements over several years (December 1, 2013 to June 1, 2016).

The first compliance date of the revised HCS is December 1, 2013. By that time employers must have trained their workers on the new label elements and the SDS format. This training is needed early in the transition process since workers are already beginning to see the new labels and SDSs on the chemicals in their workplace. To ensure employees have the information they need to better protect themselves from chemical hazards in the workplace during the transition period, it is critical that employees understand the new label and SDS formats.

The list below contains the minimum required topics for the training that must be completed by December 1, 2013.

- Training on label elements must include information on:
 - Type of information the employee would expect to see on the new labels, including the
 - ✓ **Product identifier:** how the hazardous chemical is identified. This can be (but is not limited to) the chemical name, code number or batch number. The manufacturer, importer or distributor can decide the appropriate product identifier. The same product identifier must be both on the label and in Section 1 of the SDS (Identification).
 - ✓ **Signal word:** used to indicate the relative level of severity of hazard and alert the reader to a potential hazard on the label. There are only two signal words, "Danger"

and "Warning." Within a specific hazard class, "Danger" is used for the more severe hazards and "Warning" is used for the less severe hazards. There will only be one signal word on the label no matter how many hazards a chemical may have. If one of the hazards warrants a "Danger" signal word and another warrants the signal word "Warning," then only "Danger" should appear on the label.

- ✓ **Pictogram:** OSHA's required pictograms must be in the shape of a square set at a point and include a black hazard symbol on a white background with a red frame sufficiently wide enough to be clearly visible. A square red frame set at a point without a hazard symbol is not a pictogram and is not permitted on the label. OSHA has designated eight pictograms under this standard for application to a hazard category.
- ✓ **Hazard statement(s):** describe the nature of the hazard(s) of a chemical, including, where appropriate, the degree of hazard. For example: "Causes damage to kidneys through prolonged or repeated exposure when absorbed through the skin." All of the applicable hazard statements must appear on the label. Hazard statements may be combined where appropriate to reduce redundancies and improve readability. The hazard statements are specific to the hazard

classification categories, and chemical users should always see the same statement for the same hazards, no matter what the chemical is or who produces it.

- ✓ **Precautionary statement(s):** means a phrase that describes recommended measures that should be taken to minimize or prevent adverse effects resulting from exposure to a hazardous chemical or improper storage or handling.
- ✓ **Name, address and phone number of the chemical manufacturer, distributor, or importer**
- How an employee might use the labels in the workplace. For example,
 - ✓ Explain how information on the label can be used to ensure proper storage of hazardous chemicals.
 - ✓ Explain how the information on the label might be used to quickly locate information on first aid when needed by employees or emergency personnel.
- General understanding of how the elements work together on a label. For example,
 - ✓ Explain that where a chemical has multiple hazards, different pictograms are used to identify the various hazards. The employee should expect to see the appropriate pictogram for the corresponding hazard class.
 - ✓ Explain that when there are similar precautionary statements, the one providing the most protective information will be included on the label.
- Training on the format of the SDS must include information on:
 - Standardized 16-section format, including the type of information found in the various sections

- ✓ For example, the employee should be instructed that with the new format, Section 8 (Exposure Controls/Personal Protection) will always contain information about exposure limits, engineering controls and ways to protect yourself, including personal protective equipment.
- How the information on the label is related to the SDS
 - ✓ For example, explain that the precautionary statements would be the same on the label and on the SDS.

As referenced in [Dr. Michaels' OSHA Training Standards Policy Statement \(April 28, 2010\)](#) – with all training, OSHA requires employers to present information in a manner and language that their employees can understand. If employers customarily need to communicate work instructions or other workplace information to employees in a language other than English, they will also need to provide safety and health training to employees in the same manner. Similarly, if the employee's vocabulary is limited, the training must account for that limitation. By the same token, if employees are not literate, telling them to read training materials will not satisfy the employer's training obligation.

OSHA's Hazard Communication website (<http://www.osha.gov/dsg/hazcom/index.html>) has the following QuickCards and OSHA Briefs to assist employers with the required training.

- Label QuickCard ([English/Spanish](#))
- Pictogram QuickCard ([English/Spanish](#))
- Safety Data Sheet QuickCard ([English](#)) ([Spanish](#))
- [Safety Data Sheet OSHA Brief](#)
- Label/Pictogram OSHA Brief (to come)

This is one in a series of informational fact sheets highlighting OSHA programs, policies or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to Title 29 of the Code of Federal Regulations. This information will be made available to sensory-impaired individuals upon request. The voice phone is (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.

For assistance, contact us. We can help. It's confidential.



U.S. Department of Labor
www.osha.gov (800) 321-OSHA (6742)

DSG FS-3642 02/2013

Pictograms Quiz

Company _____ Date _____

Employee Name _____ Position _____

GHS Pictograms



Match the hazards to the correct pictogram

- A. Acute Toxicity (may be fatal)
- B. Flammable, Emits Flammable Gas
- C. Oxidizer
- D. Explosive, Self-Reactive
- E. Environmental Toxicity
- F. Corrosive, Eye Damage
- G. Carcinogen, Target Organ Toxicity, Health Hazard
- H. Irritant, Narcotic Effects
- I. Gases Under Pressure
- J. Respiratory Sensitizer
- K. Pyrophorics

Total Correct: _____

11

Signature of Employee _____ Date _____

Answer Sheet

Pictograms Quiz

GHS Pictograms



Match the hazards to the correct pictogram

- A. Acute Toxicity (may be fatal)
- B. Flammable, Emits Flammable Gas
- C. Oxidizer
- D. Explosive, Self-Reactive
- E. Environmental Toxicity
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- G. Carcinogen, Target Organ Toxicity, Health Hazard
- H. Irritant, Narcotic Effects
- I. Gases Under Pressure
- J. Respiratory Sensitizer
- K. Pyrophorics

Safety Data Sheet Quick Card



Hazard Communication Safety Data Sheets

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

Section 1, Identification includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

Section 2, Hazard(s) identification includes all hazards regarding the chemical; required label elements.

Section 3, Composition/information on ingredients includes information on chemical ingredients; trade secret claims.

Section 4, First-aid measures includes important symptoms/effects, acute, delayed; required treatment.

Section 5, Fire-fighting measures lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6, Accidental release measures lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7, Handling and storage lists precautions for safe handling and storage, including incompatibilities.

(Continued on other side)

For more information:



U.S. Department of Labor

www.osha.gov (800) 321-OSHA (6742)

OSHA 3493-02-2012



Hazard Communication Safety Data Sheets

Section 8, Exposure controls/personal protection lists OSHA's Permissible Exposure Limits (PELs); Threshold Limit Values (TLVs); appropriate engineering controls; personal protective equipment (PPE).

Section 9, Physical and chemical properties lists the chemical's characteristics.

Section 10, Stability and reactivity lists chemical stability and possibility of hazardous reactions.

Section 11, Toxicological information includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12, Ecological information*

Section 13, Disposal considerations*

Section 14, Transport information*

Section 15, Regulatory information*

Section 16, Other information, includes the date of preparation or last revision.

*Note: Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15 (29 CFR 1910.1200(g)(2)).

Employers must ensure that SDSs are readily accessible to employees.

See Appendix D of 29 CFR 1910.1200 for a detailed description of SDS contents.

For more information:

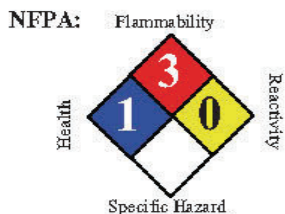


U.S. Department of Labor

www.osha.gov (800) 321-OSHA (6742)

OSHA 3493-02-2012

Safety Data Sheet Gasoline, Unleaded



| SECTION 1. PRODUCT AND COMPANY IDENTIFICATION | |
|---|---|
| Product name | : Gasoline, Unleaded |
| Synonyms | : Blend of Highly Flammable Petroleum Distillates, Regular, Mid-Grade, Premium, 888100008809 |
| SDS Number | : 888100008809 Version : 1.1 |
| Product Use Description | : Fuel |
| Company | : For: Tesoro Refining & Marketing Co. 19100 Ridgewood Parkway, San Antonio, TX 78259 |
| Tesoro Call Center | : (877) 783-7676 Chemtrec (Emergency Contact) : (800) 424-9300 |
| SECTION 2. HAZARDS IDENTIFICATION | |
| Classifications | : Flammable Liquid – Category 1 or 2 depending on formulation. Aspiration Hazard – Category 1 Carcinogenicity – Category 2 Specific Target Organ Toxicity (Repeated Exposure) – Category 2 Specific Target Organ Toxicity (Single Exposure) – Category 3 Skin Irritation – Category 2 Eye Irritation – Category 2B Chronic Aquatic Toxicity – Category 2 |
| Pictograms | :     |
| Signal Word | : Danger |
| Hazard Statements | Extremely flammable liquid and vapor. May be fatal if swallowed and enters airways – do not siphon gasoline by mouth. Suspected of causing blood cancer if repeated over-exposure by inhalation and/or skin contact occurs. May cause damage to liver, kidneys and nervous system by repeated and prolonged inhalation or skin contact. Causes eye irritation. Can be absorbed through skin. May cause drowsiness or dizziness. Extreme exposure such as intentional inhalation may cause unconsciousness, asphyxiation and death. Repeated or prolonged skin contact can cause irritation and dermatitis. |

SAFETY DATA SHEET

GASOLINE, UNLEADED

Page 2 of 14

Harmful to aquatic life.

Precautionary statements

Prevention

- : Obtain special instructions before use.
- Do not handle until all safety precautions have been read and understood.
- Keep away from heat, sparks, open flames, welding and hot surfaces.
- No smoking.
- Keep container tightly closed.
- Ground and/or bond container and receiving equipment.
- Use explosion-proof electrical equipment.
- Use only non-sparking tools (if tools are used in flammable atmosphere).
- Take precautionary measures against static discharge.
- Wear gloves, eye protection and face protection (as needed to prevent skin and eye contact with liquid).
- Wash hands or liquid-contacted skin thoroughly after handling.
- Do not eat, drink or smoke when using this product.
- Do not breathe vapors.
- Use only outdoors or in a well-ventilated area.

Response

- : In case of fire: Use dry chemical, CO₂, water spray or fire fighting foam to extinguish.
- If swallowed: Immediately call a poison center, doctor, hospital emergency room, medical clinic or 911. Do NOT induce vomiting. Rinse mouth.
- If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
- If in eye: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- If skin or eye irritation persists, get medical attention.
- If inhaled: Remove person to fresh air and keep comfortable for breathing. Get medical attention if you feel unwell.

Storage

- : Store in a well ventilated place. Keep cool. Store locked up. Keep container tightly closed. Use only approved containers. Some containers not approved for gasoline may dissolve and release flammable gasoline liquid and vapors.

Disposal

- : Dispose of contents/containers to approved disposal site in accordance with local, regional, national, and/or international regulations.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

| Component | CAS-No. | Weight % |
|--|------------|----------|
| Gasoline, natural; Low boiling point naphtha | 8006-61-9 | 10 - 30% |
| Toluene | 108-88-3 | 10 - 30% |
| Xylene | 1330-20-7 | 10 - 30% |
| Ethanol; ethyl alcohol | 64-17-5 | 0-8.2% |
| Trimethylbenzene | 25551-13-7 | 1 - 5% |
| Isopentane; 2-methylbutane | 78-78-4 | 1 - 5% |

SAFETY DATA SHEET

GASOLINE, UNLEADED

Page 3 of 14

| | | |
|-----------------------|----------|----------------|
| Naphthalene | 91-20-3 | 1 - 5% |
| Benzene | 71-43-2 | Less than 1.3% |
| Pentane | 109-66-0 | 1 - 5% |
| Cyclohexane | 110-82-7 | 1 - 5% |
| Ethylbenzene | 100-41-4 | 1 - 5% |
| Butane | 106-97-8 | 1 - 20% |
| Heptane [and isomers] | 142-82-5 | 0.5 - 0.75% |
| N-hexane | 110-54-3 | 0.5 - 0.75% |

SECTION 4. FIRST AID MEASURES

| | |
|---------------------------|--|
| Inhalation | : If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Seek medical attention immediately. |
| Skin contact | : In case of contact, immediately flush skin with plenty of water. Take off contaminated clothing and shoes immediately. Wash contaminated clothing before re-use. Contaminated leather, particularly footwear, must be discarded. Note that contaminated clothing may be a fire hazard. Seek medical advice if symptoms persist or develop. |
| Eye contact | : Remove contact lenses. Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Seek medical advice if symptoms persist or develop. |
| Ingestion | : Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Obtain medical attention. |
| Notes to physician | : Symptoms: Dizziness, Discomfort, Headache, Nausea, Kidney disorders, Liver disorders. Aspiration may cause pulmonary edema and pneumonitis. Swallowing gasoline is more likely to be fatal for small children than adults, even if aspiration does not occur. |

SECTION 5. FIRE-FIGHTING MEASURES

| | |
|---|--|
| Suitable extinguishing media | : SMALL FIRES: Any extinguisher suitable for Class B fires, dry chemical, CO ₂ , water spray or fire fighting foam. LARGE FIRES: Water spray, fog or fire fighting foam. Water may be ineffective for fighting the fire, but may be used to cool fire-exposed containers. Keep containers and surroundings cool with water spray. |
| Specific hazards during fire fighting | : Extremely flammable liquid and vapor. This material is combustible/flammable and is sensitive to fire, heat, and static discharge. |
| Special protective equipment for fire-fighters | : Firefighting activities that may result in potential exposure to high heat, smoke or toxic by-products of combustion should require NIOSH/MSHA- approved pressure-demand self-contained breathing apparatus with full facepiece and full protective clothing. |

SAFETY DATA SHEET

GASOLINE, UNLEADED

Page 4 of 14

| | |
|----------------------------|--|
| Further information | : Isolate area around container involved in fire. Cool tanks, shells, and containers exposed to fire and excessive heat with water. For massive fires the use of unmanned hose holders or monitor nozzles may be advantageous to further minimize personnel exposure. Major fires may require withdrawal, allowing the tank to burn. Large storage tank fires typically require specially trained personnel and equipment to extinguish the fire, often including the need for properly applied fire fighting foam. Exposure to decomposition products may be a hazard to health. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Use water spray to cool unopened containers. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
|----------------------------|--|

SECTION 6. ACCIDENTAL RELEASE MEASURES

| | |
|----------------------------------|--|
| Personal precautions | : Evacuate personnel to safe areas. Ventilate the area. Remove all sources of ignition. Response and clean-up crews must be properly trained and must utilize proper protective equipment (see Section 8). |
| Environmental precautions | : Discharge into the environment must be avoided. If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods for cleaning up | : Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations. |

SECTION 7. HANDLING AND STORAGE

| | |
|---|---|
| Precautions for safe handling | : Keep away from fire, sparks and heated surfaces. No smoking near areas where material is stored or handled. The product should only be stored and handled in areas with intrinsically safe electrical classification. Hydrocarbon liquids including this product can act as a non-conductive flammable liquid (or static accumulators), and may form ignitable vapor-air mixtures in storage tanks or other containers. Precautions to prevent static-initiated fire or explosion during transfer, storage or handling, include but are not limited to these examples: <ol style="list-style-type: none"> (1) Ground and bond containers during product transfers. Grounding and bonding may not be adequate protection to prevent ignition or explosion of hydrocarbon liquids and vapors that are static accumulators. (2) Special slow load procedures for "switch loading" must be followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such gasoline or naphtha). (3) Storage tank level floats must be effectively bonded. For more information on precautions to prevent static-initiated fire or explosion, see NFPA 77, Recommended Practice on Static Electricity (2007), and API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents (2008). |
| Conditions for safe storage, including incompatibilities | : Keep away from flame, sparks, excessive temperatures and open flame. Use approved containers. Keep containers closed and clearly labeled. Empty or partially full product containers or vessels may contain explosive vapors. Do not pressurize, cut, heat, weld or expose containers to sources of ignition. Store in a well-ventilated area. The storage area should comply with NFPA 30 "Flammable and Combustible Liquid Code". The cleaning of tanks previously containing this product should follow API Recommended Practice (RP) 2013 "Cleaning Mobile Tanks In Flammable and Combustible Liquid Service" and API RP 2015 "Cleaning Petroleum Storage Tanks". |

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Reports suggest that government-mandated ethanol, if present, may not be compatible with fiberglass gasoline tanks. Ethanol may dissolve fiberglass resin, causing engine damage and possibly allow leakage of explosive gasoline.

Keep away from food, drink and animal feed. Incompatible with oxidizing agents. Incompatible with acids.

No decomposition if stored and applied as directed. Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure. Store only in containers approved and labeled for gasoline.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines

| List | Components | CAS-No. | Type: | Value |
|---------|----------------------------|------------|----------|-----------------------|
| OSHA | Benzene | 71-43-2 | TWA | 1 ppm |
| | | 71-43-2 | STEL | 5 ppm |
| | | 71-43-2 | OSHA_ACT | 0.5 ppm |
| OSHA Z1 | Xylene | 1330-20-7 | PEL | 100 ppm 435 mg/m3 |
| | Ethanol; Ethyl alcohol | 64-17-5 | PEL | 1,000 ppm 1,900 mg/m3 |
| | Naphthalene | 91-20-3 | PEL | 10 ppm 50 mg/m3 |
| | Cyclohexane | 110-82-7 | PEL | 300 ppm 1,050 mg/m3 |
| | Ethylbenzene | 100-41-4 | PEL | 100 ppm 435 mg/m3 |
| | Heptane [and isomers] | 142-82-5 | PEL | 500 ppm 2,000 mg/m3 |
| | N-hexane | 110-54-3 | PEL | 500 ppm 1,800 mg/m3 |
| ACGIH | Toluene | 108-88-3 | TWA | 50 ppm |
| | Xylene | 1330-20-7 | TWA | 100 ppm |
| | | 1330-20-7 | STEL | 150 ppm |
| | Ethanol; Ethyl alcohol | 64-17-5 | TWA | 1,000 ppm |
| | Trimethylbenzene | 25551-13-7 | TWA | 25 ppm |
| | Isopentane; 2-Methylbutane | 78-78-4 | TWA | 600 ppm |
| | Naphthalene | 91-20-3 | TWA | 10 ppm |
| | | 91-20-3 | STEL | 15 ppm |
| | Benzene | 71-43-2 | TWA | 0.5 ppm |
| | | 71-43-2 | STEL | 2.5 ppm |
| | Pentane | 109-66-0 | TWA | 600 ppm |
| | Cyclohexane | 110-82-7 | TWA | 100 ppm |
| | Ethylbenzene | 100-41-4 | TWA | 100 ppm |
| | | 100-41-4 | STEL | 125 ppm |
| | Heptane [and isomers] | 142-82-5 | TWA | 400 ppm |
| | | 142-82-5 | STEL | 500 ppm |

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| | N-hexane | 110-54-3 | TWA | 50 ppm |
|---------------------------------|--|----------|-----|--------|
| Engineering measures | : Use adequate ventilation to keep gas and vapor concentrations of this product below occupational exposure and flammability limits, particularly in confined spaces. Use only intrinsically safe electrical equipment approved for use in classified areas. | | | |
| Eye protection | : Safety glasses or goggles are recommended where there is a possibility of splashing or spraying. Ensure that eyewash stations and safety showers are close to the workstation location. | | | |
| Hand protection | : Gloves constructed of nitrile or neoprene are recommended. Consult manufacturer specifications for further information. | | | |
| Skin and body protection | : If needed to prevent skin contact, chemical protective clothing such as of DuPont TyChem®, Saranex or equivalent recommended based on degree of exposure. Flame resistant clothing such as Nomex ® is recommended in areas where material is stored or handled. | | | |
| Respiratory protection | : A NIOSH/ MSHA-approved air-purifying respirator with organic vapor cartridges or canister may be permissible under certain circumstances where airborne concentrations are or may be expected to exceed exposure limits or for odor or irritation. Protection provided by air-purifying respirators is limited. Refer to OSHA 29 CFR 1910.134, ANSI Z88.2-1992, NIOSH Respirator Decision Logic, and the manufacturer for additional guidance on respiratory protection selection. Use a NIOSH/ MSHA-approved positive-pressure supplied-air respirator if there is a potential for uncontrolled release, exposure levels are not known, in oxygen-deficient atmospheres, or any other circumstance where an air-purifying respirator may not provide adequate protection. | | | |
| Work / Hygiene practices | : Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure. Use good personal hygiene practices. Avoid repeated and/or prolonged skin exposure. Wash hands before eating, drinking, smoking, or using toilet facilities. Do not use as a cleaning solvent on the skin. Do not use solvents or harsh abrasive skin cleaners for washing this product from exposed skin areas. Waterless hand cleaners are effective. Promptly remove contaminated clothing and launder before reuse. Use care when laundering to prevent the formation of flammable vapors which could ignite via washer or dryer. Consider the need to discard contaminated leather shoes and gloves. | | | |

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

| | |
|--|--|
| Appearance | : Clear to straw colored liquid |
| Odor | : Characteristic hydrocarbon-like |
| Odor threshold | 0.5 - 1.1 ppm |
| pH | : Not applicable |
| Melting point/freezing point | About -101°C (-150°F) |
| Initial boiling point & range | Boiling point varies: 30 – 200°C (85 – 392°F) |
| Flash point | < -21°C (-5.8°F) |
| Evaporation rate | : Higher initially and declining as lighter components evaporate |
| Flammability (solid, gas) | : Flammable vapor released by liquid |

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| | |
|---|--|
| Upper explosive limit | 7.6 %(V) |
| Lower explosive limit | 1.3 %(V) |
| Vapor pressure | 345 - 1,034 hPa at 37.8 °C (100.0 °F) |
| Vapor density (air = 1) | Approximately 3 to 4 |
| Relative density (water = 1) | 0.8 g/mL |
| Solubility (in water) | Negligible |
| Partition coefficient (n-octanol/water) | 2 – 7 as log Pow |
| Auto-ignition temperature | Approximately 250°C (480°F) |
| Decomposition temperature | Will evaporate or boil and possibly ignite before decomposition occurs. |
| Kinematic viscosity | 0.64 to 0.88 mm ² /s range reported for gasoline |
| Conductivity (conductivity can be reduced by environmental factors such as a decrease in temperature) | : Hydrocarbon liquids without static dissipater additive may have conductivity below 1 picoSiemens per meter (pS/m). The highest electro-static ignition risks are associated with "ultra-low conductivities" below 5 pS/m. See Section 7 for sources of information on defining safe loading and handling procedures for low conductivity products. |

SECTION 10. STABILITY AND REACTIVITY

| | |
|------------------------------------|--|
| Reactivity | : Vapors may form explosive mixture with air. Hazardous polymerization does not occur. |
| Chemical stability | : Stable under normal conditions. |
| Possibility of hazardous reactions | Can react with strong oxidizing agents, peroxides, alkaline products and strong acids. Contact with nitric and sulfuric acids will form nitrocresols that can decompose violently. |
| Conditions to avoid | : Avoid high temperatures, open flames, sparks, welding, smoking and other ignition sources. Avoid static charge accumulation and discharge (see Section 7). |
| Hazardous decomposition products | : Ignition and burning can release carbon monoxide, carbon dioxide and non-combusted hydrocarbons (smoke). |

SECTION 11. TOXICOLOGICAL INFORMATION

| | |
|--------------|--|
| Skin contact | : Irritating to skin. Can be partially absorbed through skin. |
| Eye contact | : Irritating to eyes. |
| Ingestion | : Aspiration hazard if liquid is inhaled into lungs, particularly from vomiting after ingestion. Aspiration may result in chemical pneumonia, severe lung damage, respiratory failure and even death. Ingestion may cause gastrointestinal disturbances, including irritation, nausea, vomiting and diarrhea, and central nervous (brain) effects similar to alcohol intoxication. In severe cases, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death may occur. |

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Inhalation and further information

Acute toxicity of benzene results primarily from depression of the central nervous system (CNS). Inhalation of concentrations over 50 ppm can produce headache, lassitude, weariness, dizziness, drowsiness, over excitement. Exposure to very high levels can result in unconsciousness and death.

Repeated over-exposure may cause liver and kidney injuries. Components of the product may affect the nervous system.

IARC has determined that gasoline and gasoline exhaust are possibly carcinogenic in humans. Inhalation exposure to completely vaporized unleaded gasoline caused kidney cancers in male rats and liver tumors in female mice. The U.S. EPA has determined that the male kidney tumors are species-specific and are irrelevant for human health risk assessment. The significance of the tumors seen in female mice is not known. Exposure to light hydrocarbons in the same boiling range as this product has been associated in animal studies with effects to the central and peripheral nervous systems, liver, and kidneys. The significance of these animal models to predict similar human response to gasoline is uncertain. This product contains benzene. Human health studies indicate that prolonged and/or repeated overexposure to benzene may cause damage to the blood-forming system (particularly bone marrow), and serious blood disorders such as aplastic anemia and leukemia. Benzene is listed as a human carcinogen by the NTP, IARC, OSHA and ACGIH.

Component:

Gasoline, natural; Low boiling point naphtha 8006-61-9

Acute oral toxicity: LD50 rat
Dose: 18.8 mg/kg

Acute inhalation toxicity: LC50 rat
Dose: 20.7 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Mild skin irritation

Eye irritation: Classification: Irritating to eyes.
Result: Moderate eye irritation

Toluene

108-88-3

Acute oral toxicity: LD50 rat
Dose: 636 mg/kg

Acute dermal toxicity: LD50 rabbit
Dose: 12,124 mg/kg

Acute inhalation toxicity: LC50 rat
Dose: 49 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Mild skin irritation
Prolonged skin contact may defat the skin and produce dermatitis.
Eye irritation: Classification: Irritating to eyes.
Result: Mild eye irritation

Xylene

1330-20-7

Acute oral toxicity: LD50 rat
Dose: 2,840 mg/kg

Acute dermal toxicity: LD50 rabbit
Dose: ca. 4,500 mg/kg

Acute inhalation toxicity: LC50 rat
Dose: 6,350 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Mild skin irritation

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| | | |
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| | | <p>Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product.</p> <p><u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation</p> |
| Ethanol; Ethyl alcohol | 64-17-5 | <p><u>Acute oral toxicity:</u> LD50 rat Dose: 6,200 mg/kg</p> <p><u>Acute dermal toxicity:</u> LD50 rabbit Dose: 19,999 mg/kg</p> <p><u>Acute inhalation toxicity:</u> LC50 rat Dose: 8,001 mg/l Exposure time: 4 h</p> <p><u>Skin irritation:</u> Classification: Irritating to skin. Result: Mild skin irritation Prolonged skin contact may cause skin irritation and/or dermatitis.</p> <p><u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation Mild eye irritation</p> |
| Naphthalene | 91-20-3 | <p><u>Acute oral toxicity:</u> LD50 rat Dose: 2,001 mg/kg</p> <p><u>Acute dermal toxicity:</u> LD50 rat Dose: 2,501 mg/kg</p> <p><u>Acute inhalation toxicity:</u> LC50 rat Dose: 101 mg/l Exposure time: 4 h</p> <p><u>Skin irritation:</u> Classification: Irritating to skin. Result: Mild skin irritation</p> <p><u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation</p> |
| Benzene | 71-43-2 | <p><u>Carcinogenicity:</u> N11.00422130</p> <p><u>Acute oral toxicity:</u> LD50 rat Dose: 930 mg/kg</p> <p><u>Acute inhalation toxicity:</u> LC50 rat Dose: 44 mg/l Exposure time: 4 h</p> <p><u>Skin irritation:</u> Classification: Irritating to skin. Result: Mild skin irritation Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product.</p> <p><u>Eye irritation:</u> Classification: Irritating to eyes. Result: Risk of serious damage to eyes.</p> |
| Pentane | 109-66-0 | <p><u>Acute oral toxicity:</u> LD50 rat Dose: 2,001 mg/kg</p> <p><u>Acute inhalation toxicity:</u> LC50 rat Dose: 364 mg/l Exposure time: 4 h</p> <p><u>Skin irritation:</u> Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product.</p> <p><u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation</p> |
| Cyclohexane | 110-82-7 | <p><u>Acute dermal toxicity:</u> LD50 rabbit Dose: 2,001 mg/kg</p> <p><u>Acute inhalation toxicity:</u> LC50 rat Dose: 14 mg/l Exposure time: 4 h</p> |

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| | | |
|-------------------------------|----------|---|
| | | <u>Skin irritation:</u> Classification: Irritating to skin. Result: Skin irritation |
| | | <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation |
| Ethylbenzene | 100-41-4 | <u>Acute oral toxicity:</u> LD50 rat Dose: 3,500 mg/kg |
| | | <u>Acute dermal toxicity:</u> LD50 rabbit Dose: 15,500 mg/kg |
| | | <u>Acute inhalation toxicity:</u> LC50 rat Dose: 18 mg/l Exposure time: 4 h |
| | | <u>Skin irritation:</u> Classification: Irritating to skin. Result: Mild skin irritation |
| | | <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Risk of serious damage to eyes. |
| Heptane [and isomers] | 142-82-5 | <u>Acute oral toxicity:</u> LD50 rat Dose: 15,001 mg/kg |
| | | <u>Acute inhalation toxicity:</u> LC50 rat Dose: 103 g/m3 Exposure time: 4 h |
| | | <u>Skin irritation:</u> Classification: Irritating to skin. Result: Skin irritation Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product. |
| | | <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation |
| N-hexane | 110-54-3 | <u>Acute oral toxicity:</u> LD50 rat Dose: 25,000 mg/kg |
| | | <u>Acute dermal toxicity:</u> LD50 rabbit Dose: 2,001 mg/kg |
| | | <u>Acute inhalation toxicity:</u> LC50 rat Dose: 171.6 mg/l Exposure time: 4 h |
| | | <u>Skin irritation:</u> Classification: Irritating to skin. Result: Skin irritation |
| | | <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation |
| | | <u>Teratogenicity:</u> N11.00418960 |
| <u>Carcinogenicity</u> | | |
| NTP | 1 | Naphthalene (CAS-No.: 91-20-3) Benzene (CAS-No.: 71-43-2) |
| IARC | 1 | Gasoline, natural; Low boiling point naphtha (CAS-No.: 8006-61-9) Naphthalene (CAS-No.: 91-20-3) Benzene (CAS-No.: 71-43-2) Ethylbenzene (CAS-No.: 100-41-4) |
| OSHA | 1 | Benzene (CAS-No.: 71-43-2) |
| CA Prop 65 | 1 | WARNING! This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. Toluene (CAS-No.: 108-88-3) |

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Benzene (CAS-No.: 71-43-2)

SECTION 12. ECOLOGICAL INFORMATION

Additional ecological information

Keep out of sewers, drainage areas, and waterways. Report spills and releases, as applicable, under Federal and State regulations.

Component:

| | | |
|----------------------------|----------|--|
| Toluene | 108-88-3 | <p><u>Toxicity to fish:</u> LC50 Species: Carassius auratus (goldfish) Dose: 13 mg/l Exposure time: 96 h</p> <p><u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 11.5 mg/l Exposure time: 48 h</p> <p><u>Toxicity to algae:</u> IC50 Species: Selenastrum capricornutum (green algae) Dose: 12 mg/l Exposure time: 72 h</p> |
| Ethanol; Ethyl alcohol | 64-17-5 | <p><u>Toxicity to fish:</u> LC50 Species: Leuciscus idus (Golden orfe) Dose: 8,140 mg/l Exposure time: 48 h</p> <p><u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 9,268 - 14,221 mg/l Exposure time: 48 h</p> |
| Isopentane; 2-Methylbutane | 78-78-4 | <p><u>Toxicity to fish:</u> LC50 Species: Oncorhynchus mykiss (rainbow trout) Dose: 3.1 mg/l Exposure time: 96 h</p> <p><u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 2.3 mg/l Exposure time: 96 h</p> |
| Naphthalene | 91-20-3 | <p><u>Toxicity to algae:</u> EC50 Species: Dose: 33 mg/l Exposure time: 24 h</p> |
| Pentane | 109-66-0 | <p><u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 9.74 mg/l Exposure time: 48 h</p> |
| Cyclohexane | 110-82-7 | <p><u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 3.78 mg/l Exposure time: 48 h</p> |

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| | | |
|-----------------------|----------|---|
| Heptane [and isomers] | 142-82-5 | <p><u>Toxicity to fish:</u> LC50 Species: Carassius auratus (goldfish) Dose: 4 mg/l Exposure time: 24 h</p> <p><u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 1.5 mg/l Exposure time: 48 h</p> |
| N-hexane | 110-54-3 | <p><u>Toxicity to fish:</u> LC50 Species: Pimephales promelas (fathead minnow) Dose: 2.5 mg/l Exposure time: 96 h</p> <p><u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 2.1 mg/l Exposure time: 48 h</p> |

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal : Dispose of container and unused contents in accordance with federal, state and local requirements.

SECTION 14. TRANSPORT INFORMATION

CFR

Proper shipping name : Petrol
UN-No. : 1203
Class : 3
Packing group : II

TDG

Proper shipping name : Gasoline
UN-No. : UN1203
Class : 3
Packing group : II

IATA Cargo Transport

UN UN-No. : UN1203
Description of the goods : Gasoline
Class : 3
Packaging group : II
ICAO-Labels : 3
Packing instruction (cargo aircraft) : 364
Packing instruction (cargo aircraft) : Y341

IATA Passenger Transport

UN UN-No. : UN1203
Description of the goods : Gasoline
Class : 3

| | | |
|--------------------------|---------------------------|---------------|
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| | |
|--|--|
| IMDG-Code | Packaging group : II ICAO-Labels : 3 Packing instruction (passenger aircraft) : 353 Packing instruction (passenger aircraft) : Y341 |
| UN-No. : UN 1203 Description of the goods : Gasoline Class : 3 Packaging group : II IMDG-Labels : 3 EmS Number : F-E S-E Marine pollutant : No | |

SECTION 15. REGULATORY INFORMATION

| | |
|----------------------|--|
| OSHA Hazards | : Flammable liquid Highly toxic by ingestion Moderate skin irritant Severe eye irritant Carcinogen |
| TSCA Status | : On TSCA Inventory |
| DSL Status | : . All components are on the Canadian DSL list. |
| SARA 311/312 Hazards | : Fire Hazard Acute Health Hazard Chronic Health Hazard |

CERCLA SECTION 103 and SARA SECTION 304 (RELEASE TO THE ENVIRONMENT)

The CERCLA definition of hazardous substances contains a "petroleum exclusion" clause which exempts crude oil. Fractions of crude oil, and products (both finished and intermediate) from the crude oil refining process and any indigenous components of such from the CERCLA Section 103 reporting requirements. However, other federal reporting requirements, including SARA Section 304, as well as the Clean Water Act may still apply.

| | |
|---------------------|---|
| California Prop. 65 | : WARNING! This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. |
| | Toluene 108-88-3 Benzene 71-43-2 |

SECTION 16. OTHER INFORMATION

Further information


The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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Revision Date : 08/09/2012


6, 8, 10, 12, 14, 16, 64, 68, 91, 112, 306, 1092, 1106, 1500, 1570, 1571, 1651, 1652, 1654, 1700, 1701, 1702, 1710, 1711, 1714, 1726, 1729, 1730, 1732, 1733, 1826, 1848, 1880, 1950

Standard Labels Quick Card



Hazard Communication Standard Labels

OSHA has updated the requirements for labeling of hazardous chemicals under its Hazard Communication Standard (HCS). As of June 1, 2015, all labels will be required to have pictograms, a signal word, hazard and precautionary statements, the product identifier, and supplier identification. A sample revised HCS label, identifying the required label elements, is shown on the right. Supplemental information can also be provided on the label as needed.

For more information:
 Occupational Safety and Health Administration (800) 321-OSHA (6742) www.osha.gov

SAMPLE LABEL

Product Identifier

CODE _____
Product Name _____

Supplier Identification

Company Name _____
Street Address _____
City _____ State _____
Postal Code _____ Country _____
Emergency Phone Number _____


Precautionary Statements

Keep container tightly closed. Store in a cool, well-ventilated place that is locked.
Keep away from heat, sparks, open flame. No smoking.
Only use non-sparking tools.
Use explosion proof electrical equipment.
Take precautionary measures against static discharge.
Ground and bond container and receiving equipment.
Do not breathe vapors.
Wear protective gloves.
Do not eat, drink or smoke when using this product.
Wash hands thoroughly after handling.
Engineer also wear/consult additional, relevant, national, international regulations as specified.

First Aid

In case of fire: use dry chemical (BC) or Carbon Dioxide (CO₂) fire extinguishers to extinguish.
If exposed: call Poison Center.
If on skin: take off immediately any contaminated clothing. Wash skin with water.

Hazard Pictograms



Signal Word
Danger


Hazard Statements

Highly flammable liquid and vapor.
May cause liver and kidney damage.

Supplemental Information


Directions for Use _____

Net weight _____ Lot Number _____
Gross weight _____ Fill Date _____
Expiration Date _____



Etiquetas para la norma sobre la comunicación de peligros

De acuerdo con su norma de comunicación de peligros (HCS, por sus siglas en inglés), la OSHA ha actualizado los requisitos para las etiquetas de los productos químicos peligrosos. A partir del 1.º de junio de 2015, se exigirá que todas las etiquetas incluyan pictogramas, una palabra de advertencia, indicaciones de peligro, consejos de prudencia, identificación del producto y la identificación del proveedor. A la derecha se presenta la muestra de una etiqueta modificada de acuerdo con la HCS, que indica los elementos obligatorios. La etiqueta puede contener también información suplementaria según sea necesario.

Para más información:
 Administración de Seguridad y Salud Ocupacional (800) 321-OSHA (6742) www.osha.gov

ETIQUETA DE MUESTRA

Identificación del producto

OSHA _____
Nombre del producto _____

Identificación del proveedor

Nombre de la empresa _____
Dirección _____
Ciudad _____ Estado _____
Código postal _____ País _____
Número de teléfono de emergencia _____

Consejos de prudencia


Mantener el contenedor herméticamente cerrado.
Quitarlo de su lugar si está, bien ventilado y cerrado.
No fumar.
Mantener alejado de fuentes de calor, chispas o flama abierta. No beber.
Usar solo con herramientas que no generen chispas.
Usar equipo adecuado a prueba de explosiones.
Tomar medidas de precaución contra descargas estáticas.
Lavar y mantener alejado el equipo contaminado y limpiarlo.
No respirar los vapores.
Usar guantes protectores.
Almacenar solo en contenedores de metal cuando se usa este producto.
Lavar cualquier cosa que esté después de manejar este producto.
Desarrollar el producto según las especificaciones y los requisitos locales, regionales, nacionales e internacionales.

En caso de incendio: usar un extinguidor de polvo químico tipo ABC o de líquido de carbono (CO₂).

Primeros auxilios

Si hay exposición a este producto, llamar al Centro de Control de Intoxicaciones.
En caso de contacto con la piel o el cuerpo, quitarle de inmediato toda la ropa contaminada. Lavar la piel con agua.

Pictogramas de peligro



Palabra de advertencia
Peligro

Indicaciones de peligro

Líquido y vapores muy inflamables.
Puede provocar daños al hígado y a los riñones.

Información suplementaria

Instrucciones de uso _____

Peso bruto _____ Volumen de líquido _____
Peso líquido _____ Fecha de llenado _____
Fecha de caducidad _____

3.15 – Electrical Wiring and Equipment Installation

(1910.301 to 1910.335, 1926.402 to 1926.408 and 1926.416 to 1926.417)

This standard covers the electrical safety requirements that are necessary to ensure employee protection, including design safety standards, work practices, maintenance requirements, and special equipment requirements. This standard applies to all workplace electrical installations and utilization equipment in or on buildings, structures, construction sites and other premises.

Covers for junction boxes, outlets, switches, and other fittings must be in place at all times, except when they are being repaired. Grounding connections to fixed equipment should be periodically inspected, and/or checked. Each circuit breaker shall be marked to indicate what equipment it controls. Before beginning work on electrical circuits, switches must be open, tagged, blocked or locked out. Passageways to switch centers and electrical control panels shall be kept free from obstructions, with no less than a three (3) foot clearance.

Safety-related work practices shall be employed to prevent 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.

3.16 – Fire Protection

(1910.155 to 1910.165 and 1926.150 to 1926.159)

These standards apply to all workplaces, except maritime and agriculture. This outlines requirements for fire protection.

General Contractor shall provide portable fire extinguishers for all project work sites and work facilities. Extinguishers shall be mounted, located and identified so they are readily accessible to employees without subjecting the employees to possible injury. Only approved extinguishers shall be used according to above standards.

Portable fire extinguishers shall be provided for employee use, selected and distributed' based on the classes of anticipated workplace fires and on the size and degree: of hazard that would affect their use.

General Contractor shall distribute portable fire extinguishers for use by employees on all Class A, B, C, ID Hazards based on the appropriate pattern for the existing class hazard.

Portable fire extinguishers for use by employees at the workplace shall not be more than 25 feet from the area at which work is performed.

Shop Supervisor shall be responsible for the inspection and maintenance of all portable fire extinguishers in the workplace. A third party shall test and inspect every fire extinguisher that is in use annually.

Whenever five (5) gallons or greater of flammable or combustible liquids are present, fire extinguishers not less than 108 pounds shall be provided within 50 feet at any job site. For Class A fires, extinguishers will be located within 75 feet. Class C hazards (electrical) extinguishers will be distributed on the basis of appropriate patterns for existing hazards. Class D (combustible metals) shall be distributed for use with 75 feet or less.

At construction welding sites fire extinguishers shall be within visual means and no more than 25 feet. Internal combustion engine powered equipment shall be located that exhausts are well away from combustible material.

Access/driveways areas shall be at least 15 feet wide at company facilities and job sites. These ways shall be maintained free from accumulation of rubbish, equipment or other articles or materials.

Materials shall not be stored within 36 inches of fire doors opening and other egress means.

No more than 25 gallons of flammable or combustible liquids shall be stored in any room outside an approved storage cabinet.

Storage of LP shall follow standards in 1926.153 and 1910.106.

At least one portable extinguisher with proper rating shall be located outside of, but not more than 10 feet from the door opening into any room used for storage of more than 60 gallons of flammable or combustible liquids.

BHL Federal employees involved in welding and cutting from a JLG, or other aerial lift equipment, shall have, within the lift area, the proper rated fire extinguisher at all times.

3.17 – Safety Training

All employees working for BHL Federal that work in the field shall be trained in the following areas:

- Hazardous Communications
- Personal Protective Equipment
- Blood Borne Pathogens
- Lock out/Tag out Procedures
- Fire Protection and Prevention
- Signs, Signals and Barricades
- Welding and Cutting
- Ground Fault Protection
- Tools – Hand and Power
- Fall Protection
- Ladders and Walking Working Surfaces
- Asbestos, Silica and Lead Awareness
- Noise

Other selected employees might be trained on the following topics if a particular project requires it.

Employee Safety Training/Orientation

- Motor Vehicles, Mechanized Equipment and Marine Operations
- Confined Space Entry Procedures

All new employees shall receive orientation safety training before startup of job. This training shall include but not be limited to the following list:

- Hazardous Communications
- Fall Protection for the specific job site
- Walking/Working surfaces
 - Personal Protective Equipment (PPE)
- Ladders, Scaffolding
- Ground fault Protection and General Safety
- Tools: Hand and Power
- Emergency Procedures

Employee Safety Training/Orientation

Print name: _____

Date: _____

Conduct/Right to Know Training

- _____ Review any chemical hazards in the workplace
- _____ **Review** the location and availability of the written hazard communication program, including the written lists of hazardous chemicals, and MSDS sheets.
- _____ Explain the safety procedure for non-routine jobs

Acknowledgment

I hereby acknowledge that I have been informed of the chemical hazards associated with my workplace and of the appropriate protective equipment to be used. I understand the information given to me and agree to work with the required protective equipment.

Review _____ Safety Guidelines and Program

- _____ Safety glasses with side shields
- _____ Hard Hats
- _____ Footwear
- _____ Procedures for reporting injuries (what and where to report)
- _____ Blood borne Pathogens
- _____ Emergency Evacuations
- _____ Ergonomics

Safety Procedures

- _____ Lockout/Tagout
- _____ Confined Space
- _____ Fall Protection
- _____ Ladder Safety
- _____ Forklift/Aerial Devices

Personal Protective Equipment

- _____ Safety Harness with Lanyard
- _____ Hearing Protection
- _____ Hand Protection
- _____ Fire Extinguishers
- _____ Goggles/Face Shields/Welding Hoods

Note: New employees shall make every effort to obtain their OSHA 10 Hour Card within one (1) year of employment.

Date

Employee

Location

Supervisor

CHAPTER 4 - OFFICE SAFETY

4.1 – Purpose

Office safety is as important to successful operations as is safety for industrial operations. Office labor is commonly considered as a nonhazardous occupation, which is only true for office workers who understand the injury exposure involved, know the safe work practices to follow, and work in offices where specific and constant attention is given to eliminate the physical conditions that causes many accidents.

4.2 – Physical Conditions and Employee

The following list indicates some of the physical conditions and employee actions often associated with the occurrence of office accidents, and actions to be taken for their correction. Vigilance on such conditions should indicate any need for possible corrective action by the supervisor.

A. Office furniture, equipment, aisles, floors and stairs:

Office furniture, equipment, and electrical appliances should be arranged to obtain the maximum, safe utilization of these installed facilities, such as overhead lighting, wall outlets, telephones, and personal computers with their paraphernalia.

1. Wastebaskets, briefcases, or other objects should never be left in aisles or other places where a tripping hazard could occur.
2. Desks, filing cabinets, etc., should be arranged so that drawers will not be opened into aisles or walkways. Desk and file drawers shall never be left open.
3. Distribute weight in file cabinets so that the drawer contents are evenly distributed throughout the filing cabinet and avoid having more than one file drawer open at a time.
4. Any splintered or other faulty conditions of desks, chairs, or other office equipment should be promptly corrected.
5. Desk, workplaces, walkways, stairways, and storage areas should be well lit.
6. Unauthorized persons should not be permitted to operate office equipment and only maintenance personnel should be permitted to repair or adjust the equipment.
7. Minimum clear aisle widths, adequate for two-way traffic and unobstructed access to all parts of the office, should be maintained.
8. The floor should be kept clear of pencils, bottles and other loose objects.
9. Tripping hazards from electrical or telephone outlets on the floor should be protected by an arrangement of furniture or by other means.
10. Floor holes, loose boards or tiles, splinters, or depressions should be promptly repaired.
11. Slip resistant preparation should be used for polishing floor surfaces.
12. Carpeting that is torn, badly worn, or has curled edges should be replaced or fastened down.
13. Stairways should be provided with suitable handrails and severely worn stair treads should be replaced.
14. Running on stairs and in corridors shall be prohibited.
15. Worn electrical cords or plugs should be promptly replaced and loose outlet plates or connections promptly repaired.
16. Electrical fans must be protected with guards of not over 1/2-inch mesh, to prevent fingers getting inside the guard. Fans should not be handled until the power is turned off and the blades have stopped turning.

B. Miscellaneous:

1. Windows that are hard to open should have corrective adjustments made by qualified personnel.
2. Good housekeeping should be maintained to minimize accident exposure.

3. Sound ladders should be provided for reaching material or stocking shelves, and be kept in safe, serviceable conditions.
4. Blood borne pathogen material will be stored and disposed of in proper containers. Containers will be designated with the proper labels according to 191-0.1030. (BIOHAZARD).
5. Only authorized employees may clean/decontaminate areas with blood or other potential infectious materials using the appropriate PPE.
6. Employer shall ensure a copy of Exposure Control Plan is accessible to employees in accordance with 29 CFR 1910.1030(c).
7. MSDS sheets will be available for customers requesting MSDS for products sold over the counter.

CHAPTER 5 - SAFEGUARDS POLICY FOR PERSONS PERFORMING ONE-PERSON OPERATIONS

5.1 – Purpose

This chapter applies only to those working elements of where the degree of risk is present as defined herein, or to other operations requiring only one-person operation.

5.2 – Scope

This chapter is applicable to all field personnel who will be working solely alone on a job site.

5.3 – Policy Pertaining to Other Operations Requiring Only One Person to Perform

It shall be the policy that in those operations with greater than normal risks, which are being conducted by only one person in a location where the worker's voice 'would not be audible to another person, arrangement shall be made by the supervisor to monitor the person.

The person shall be in communication with other workers or the supervisor every hour on the hour. This communication can be by electronic means, safety line, or personal contact. In the event of failure to make this contact at a predetermined time, the designated person or supervisor with whom the contact was to be made, or who is responsible for making the contact, shall take action to check, or have checked the work site and the individual.

5.4 – Policy for Operations Necessitating Additional Personnel

The following policy is established for operations necessitating additional personnel as a safeguard because of the degree of risk involved.

A. Ladders

At any time ladders are required to be used on an uneven or unstable base, a minimum of two individuals will be present unless the ladder can be tied or secured in some other manner.

B. Confined Space

Confined space includes: sewer systems, manholes, furnaces, vulcanizers, tanks, pits, and tunnels. Before entering a confined space area, the safety supervisor shall be contacted to determine if a hazardous atmosphere is suspected or present one person, in addition to those required to perform the necessary work, shall be positioned on the outside and shall monitor and observe the personnel inside the confined space area for unusual hazards.

Personnel entering hazardous confined areas shall be equipped with suitable approved monitoring equipment, respiratory protective equipment, life belts, or harnesses, and lifelines were determined to be necessary.

CHAPTER 6 - ACCIDENTS AND INJURIES

6.1 – Purpose

It may not be realistic to expect a perfect record in preventing accidents within your jurisdiction, but by following all safety precautions, close observance of operations to detect unsafe practices, and frequent inspections within your areas, you have an excellent chance of keeping accidents to a low level of frequency. Procedures may vary due to the specific requirements of our customers.

6.2 – Scope

This chapter is applicable to all employees working for BHL Federal.

6.3 – Steps to Take in Event of an Accident

In the events of an accident; the following steps shall be taken:

- A. Care of Personnel:
Assure that all injured personnel get proper first aid and medical attention.
- B. Care of Property:
Protect property against further damage, safeguard against theft or loss, and prevent disturbing or moving any materials from the scene when vital to investigation.
- C. Investigation of Accident:
Shop Supervisors will do the preliminary investigation, and secure assistance from Management if needed. Management must assist in the investigation of all accidents resulting in a disabling injury or if property damage is in the amount of \$500.00 or more and determine if operations under the Shop Supervisor's control contributed to the accident. In certain cases, a job safety analysis will be required to evaluate the hazards associated with jobs where accidents or incidents with serious potential have occurred.
- D. Written Report of Accident:
On all reportable accidents, the supervisor will submit a written report. This report will be as accurate as possible including the time, date, and person injured. The report will also include a detailed description of the injury and the accident will then be submitted Management at
- E. Countermeasures After Accident:
Initiate corrective actions to preclude a similar accident from happening. This may also require coordination with other work site Shop Supervisors. Repair physical or mechanical defects and when appropriate, initiate preventive: action on a group level, and implement appropriate recommendations to assure compliance.

6.4 – Emergency Procedures for Fire

Make a safe attempt to extinguish the fire. DO NOT endanger your life. At the same time, have the fire department notified. Have an employee meet the fire department at the site entrance to direct them to the location of the fire.

- Ensure that all employees in adjoining work areas are evacuated to a safe area
- Keep all spectators and non-essential employees away from the fire.
- If explosive-type materials are involved. immediately- evacuate-all personnel.
- Make no comments to any media representatives. Refer all inquiries to the Supervisor.

Accident/Incident Reporting Procedure

Purpose

To ensure that all accidents and incidents are reported, investigated, and documented in a timely and proper manner.

Scope

- A. This procedure is intended for all employees 'and those involved in investigating and reporting accidents/incidents that involve property damage, require medical treatment, or result in an OSHA recordable injury.
- B. In the event of an emergency consisting of a personal injury or incident, Management shall be contacted as soon as possible by the Shop Supervisor or supervisor in charge of any job site.
- C. Miscellaneous This procedure is to be followed when investigating and reporting any other accidents/incidents including but not limited to:
 1. Near-Miss.
 2. First Aid.
 3. Material Spill/Release.
 4. Fire or Explosions.
 5. Vehicle Accidents.
- D. An accident investigation shall be conducted by Management following a recordable injury or potentially hazardous incident. The purpose of an investigation is to determine cause and recommend follow-up to reduce or eliminate a repeat accident/incident.

Responsibilities

It is the responsibility of Management to maintain a reliable accident/incident reporting program. He will also be responsible for the investigation process and for the communication of the program.

The Shop Supervisor is responsible for communicating this program to all employees and ensuring that immediate attention is given to all employees on his job.

The Shop Supervisor is responsible for communicating this program to all new hires that are brought to his/her job site. The Shop Supervisor is also responsible for ensuring that immediate attention is given to all injuries and that Management is contacted as soon as possible if an accident/incident should occur.

OSHA Recordable Definitions

The following procedures are generally considered medical treatment. Injuries for which this type of treatment was provided or should have been provided are usually recordable if the injury is work related:

- Treatment of infection.
- Application of antiseptics during second or subsequent visit to medical personnel.
- Treatment of second- and third-degree burns.
- Application of sutures (stitches).
- Application of butterfly adhesive dressing or steri strips in lieu of sutures.
- Removal of foreign bodies embedded in the eye.
- Removal of foreign bodies from a wound; if procedure is complicated because of depth of embodiment, size or location.
- Use of prescription medication (except a single dose administered on first visit for minor injury or discomfort).
- Use of hot or cold soaking therapy during second visit or subsequent visit to medical personnel.

- Cutting away of dead skin (surgical debridement).
- Application of heat therapy during second or subsequent visit to medical personnel.
- Use of a whirlpool bath therapy during second or subsequent visit to medical personnel.
- Positive X-ray diagnosis (fractures, broken bones).
- Admission to a hospital or equivalent medical facility for treatment.
- All work-related fatalities are recordable.
- All work-related injuries requiring medical treatment or involving loss of consciousness, restriction of work or motion, or transfer to another job are recordable.

Procedure Employee

The procedure employee reports any and all injuries and accidents and incidents immediately to his or her supervisor. If employee is available, he or she must fill out part I of the Accident/Incident Form.

Supervisor

- A. Accompanies the employee to first aid station or Medical personnel on site if applicable; if not, determines if the employee should be taken to hospital or medical center.
- B. If yes to the above, the Supervisor arranges transportation for the employee via area ambulance or company vehicle.
- C. Contacts Management, letting him or her know what happened, who it happened to, where it happened, and how the situation is going to be addressed. The supervisor also asks Management for information and assistance in all situations.
- D. The Supervisor then fills in detail:
 1. Incident/Accident Report.
 2. Employer's Report of Injury/Illness of Employee.

All forms should be sent to the office of BHL Federal.

- E. Establish a file on every employee (recordable or first aid) by copying and maintaining all pertinent/documentation relating to the case, including doctor statements, prescriptions, given next appointment dates, etc. This shall be done only if a field office has been set up for the job. After copies have been made, forward all information/documentation to the office of BHL Federal.

Accident Investigations

The Shop Supervisor at the job site will start an investigation on all injuries to obtain the following information that must be turned into our Insurance Company (refer to attached injury form). Other employees besides the Shop Supervisor may be asked to assist in an accident investigation for their point of view and to help identify new corrections or other dangers.

- A. Employee's name, address and other related information.
- B. Time, date of injury and where injury occurred.
- C. Extent of injury.
- D. Was employee was taken for treatment? (Note: Employee should be taken to a physician or to a medical treatment center for initial treatment.)
- E. What was the cause of the injury?
- F. Were all safety precautions taken?
- G. Preventative measure input.

After employee's injury has been attended to, a review of the accident will be performed by the Shop Supervisor and Management and if required, changes will be made to the safety policy.

First Aid/Medical Services

Use the first aid kits to perform initial medical attention at the job site. If there is a first aid facility at the job site, take the employee there. Take the effected employee to an off- site medical facility. The employee with first aid training by the Red Cross or other approved agencies is to attend to the employee. If the employee requires more than first aid, take the employee to the emergency room or call an ambulance. The Shop Supervisor' must post the emergency phone numbers for the medical services for that job.

Goals/Evaluation/Recognition/Enforcement

BHL Federal is always concerned about all levels of safety. Each accident report is reviewed by management to determine if any additional policy or equipment changes are required. Office staff keeps OSHA 300, 300A and 301 forms on file for the type(s) of injuries to determine the work activities with the highest frequency. A follow-up of the injuries is investigated for cause and the findings of these investigations will be conveyed to all Shop Supervisors to eliminate possibilities of similar accidents. Information from annual safety reviews will be posted at all work areas.

If it is determined that the same persons area having the most accidents, the Shop Supervisor will monitor that person and discuss with the employee what our Company Safety Policy is. Management will also be advised of employees' actions.

Supervisor's Report of Accident

Every accident should be investigated, and the causes corrected so that more accidents will not occur. Do not overlook the so-called “unimportant” cases because except for “chance,” they could also have been serious. It is only by thorough investigation that many of the real causes can be determined and corrected.

Name of Employee _____ Company _____ Dept. _____

Date of Accident _____ Time _____ Did the employee lose time from work? _____

Hours lost on date of accident _____ Has employee returned to work? _____

Job Title _____ Service with Company _____ Years in present job _____

Give us your honest comments on the questions below. We are not trying to blame anyone. Your opinion may help us to prevent repetition. Please answer the following:

1. Was injured person properly instructed in a safe and efficient method?

YES ☐ NO ☐

2. Did injured person violate any instructions?

YES ☐ NO ☐

3. Was necessary protective equipment worn? (if applicable)

YES ☐ NO ☐

4. Did poor housekeeping contribute to accident?

YES ☐ NO ☐

5. Did horseplay cause the accident?

YES ☐ NO ☐

6. Was it caused by something which needed repairs?

YES ☐ NO ☐

7. Should a guard be provided?

YES ☐ NO ☐

8. Did any bodily defect contribute to the accident?

YES ☐ NO ☐

9. Was it the accident caused by an unsafe act?

YES ☐ NO ☐

10. Did injured report the injury to you, the supervisor, immediately?

YES ☐ NO ☐

Describe the accident: (describe what injured employee was doing at the time of the accident, what happened, who was involved, type of injury and the part(s) of injured employee's body affected).

Number of Employees at Work Site. Witness Names.

Unsafe Act: What did the employee or another person do incorrectly?

Unsafe Conditions: What unguarded or unsafe condition of machinery, equipment, building or premises was involved?

Remedy: What should be done to prevent another accident like this?

Action Taken: What has been done to correct the conditions which caused this accident?

Medical Care: Did employee go to the doctor or hospital? YES ☐ NO ☐

If yes, complete the following:

Name of doctor or hospital _____

Address _____

Date of initial visit _____ Phone Number _____

As Supervisor, do you feel that this injury should be covered under workers' compensation benefits?

YES ☐ NO ☐

If yes, why?

Report submitted by _____

Accident Report for Employees

Name of Injured: _____

Home Address: _____
Job Classification: _____
SSN: _____ Date of Birth: _____
Length of Service with Employer: _____
Name of Supervisor/Shop Supervisor: _____ Date of Accident: _____
Name(s) of eyewitness(s): _____
Nature & Location of injury: _____

NOTES:

Report completed by: _____ Date: _____
Reviewed by: _____ Date: _____
Approved by: _____ Date: _____

Witness Statement

Did you report the accident? YES ☐ NO ☐

If yes, when did you report it and to whom? _____

Did you see the accident? YES ☐ NO ☐

If yes, what did you see? _____

Who else witnessed the accident? _____

Was the accident described to you by the injured employee? YES ☐ NO ☐

If yes, how was it described? _____

Did the injured employee describe the injuries to you? YES ☐ NO ☐

If yes, how were the injuries described? _____

Are you aware of any previous injuries sustained by the injured employee? YES ☐ NO ☐

If yes, please describe them. _____

Please relay any additional information which you have about the accident.

True and correct to the best of my knowledge and belief. Witness Signature _____

First Aid Log

MONTH/YEAR: _____

First Aid: YES ☐ NO ☐

Doctor: YES ☐ NO ☐

Project: _____

CHAPTER 7 - HEARING CONSERVATION PROGRAM

29CFR 1910.95 and 1926.52

7.1 – Purpose

This chapter prescribes the policies, responsibilities and procedures pertaining to the hearing conversation program to prevent noise induced hearing loss among employees.

7.2 – Scope

This chapter is applicable to all activities and especially those activities where noise hazardous areas exist. It applies to all employees working or visiting such areas.

7.3 – Policy

- A. Noise levels exceeding 85 decibels on the A scale (dba) for steady noise, and 140 decibels (dba) for impulse noise are considered to be hazardous. If variations in noise level involve maxims at intervals of 1 second or less, it is considered continuous. When daily noise levels are composed of two or more periods of noise exposure of different levels, their combined effect will be considered, rather than the individual effect of each. Exposures will be considered for various periods of time shall be computed according to formula found in 1926.52(d) (2)(ii).
- B. Use of hearing protective devices is mandatory in noise hazard areas. When an individual deliberately, or through carelessness, violates regulations regarding the wearing of hearing protective devices, provisions of dismissal could be levied to the employee. The prevention of hearing loss from exposure to noise involves the coordinated application of noise hazard identification and evaluation, posting noise hazardous areas, engineering control measures, use of hearing protective devices, and periodic monitoring the audiometry of a working area as a noise hazard area.
- C. Strong consideration will be given to the engineering, control of noise, such controls should be assessed and implemented where the state-of-the-art technology exists, and economic costs are not prohibitive. To establish priorities in terms of available manpower and resources, the most hazardous noise exposure should be given primary consideration. Guidelines for establishing priorities for engineering controls are as follows:

| Sound Level (dba) | Hours of Exposure per Day |
|-------------------|---------------------------|
| 85 | 8 |
| 90 | 6 |
| 95 | 4 |
| 100 | 2 |
| 105 | 1 |
| 110 | ½ |
| 115 | ¼ |

- D. Areas where noise cannot be controlled down to, or below safe exposure levels (i.e., 85dba), will be designated and posted as noise hazardous areas.

7.4 – Responsibilities

- A. BHL Federal is responsible for:
 1. Designating noise hazardous areas, maintenance of a current file of all personnel exposed to these areas. Posting with signs as required and identification of the noise hazard(s).
 2. Provide consultation and assistance in the fitting of hearing protection devices for those employed in noise hazardous areas.
 3. Maintaining and recording all applicable audiogram data and determining changes in hearing acuity through periodic evaluations and scheduling periodic audiogram.

4. Monitor the use of hearing devices to ensure compliance with established requirements.
5. Informing Shop Supervisors to refer their personnel promptly to a medical facility if they complain of hearing loss or prolonged ringing in one or both ears.
6. Investigating and employing engineering principles for noise reduction in existing or potential noise hazardous areas and equipment.
7. Assuring adequate indoctrination of all personnel under their jurisdiction.

7.5 – Procedure

- A. Noise surveys may be conducted by Management on every other month basis, if hazardous noise levels are suspected.
- B. Protective measures for protection against impulse type noise are the same as for steady state noise. All such personnel in the noise hazardous areas will wear hearing protection approved by ANSI.
- C. All personnel who are included in the hearing conservation program will conform to the requirements and wear protective devices as designated by their immediate Shop Supervisors. All personnel will be subject to unscheduled inspections by BHL Federal.
- D. Personnel who are noted to have progressive hearing loss through an examination will be evaluated at a medical facility on a case-by-case basis as to appropriateness of continuing employment in a noise hazardous area.

CHAPTER 8 - PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

(1910.133, 1926.95 – 1926.107)

8.1 – Purpose

The chapter pertains to protective clothing and equipment, which is necessary for safe work and the employee's personal health and safety.

8.2 – Scope

This chapter applies to all BHL Federal personnel working or visiting sites necessitating these requirements. This also applies to

8.3 – Policy

- A. Only necessary and realistic requirements for the issue of protective personal safety equipment will be submitted and there will be proper utilization of equipment when required, this includes equipment owned or provided by employees.
- B. Proper safety equipment requirements will be clearly defined by the safety at work sites where exposure occurs. When safety shoes are requested, the proper type (conductive, spark proof, non-conductive, etc.), must be adequately described by a signed statement from the Safety at the work site where exposure occurs.

8.4 – Definitions

- A. Approved Equipment:
Equipment listed as approved by governing Federal Departments or Agencies (U.S. Department of the Interior, Bureau of Mines, National Institute of Occupational Safety and Health, Department of Labor).
- B. Safety Glasses:
Protective lenses (Plano or prescription) and frames-manufactured in accordance with ANSI standard Z87.1989 have a minimum thickness of 3.0 mm and a maximum thickness of 3.8 mm. Safety glasses shall be distinctly marked to facilitate the identification of the manufacturer, to include the identification of the American National Standard Institute number. Only approved eye protection will be provided for and properly worn by all personnel in areas where a hazard may exist due to flying particles or chemical hazards. All personnel are required to wear eye protection, either because they are employed in an eye hazard area while on the job or because the vision is in only one eye and an unusual hazard exists.
- C. Personal Protective Clothing and Equipment:
Personal protective clothing and equipment consists of approved garments or devices to protect individuals from specific hazards that will be encountered in the performance of their job.

8.5 – Responsibilities

- A. Determine who is responsible for analyzing all operations to determine potential hazards and a minimum personal protective clothing and equipment requirement for job performance in all work areas.
- B. As a minimum, Shop Supervisors are responsible for assuring that:
 - 1. The mandatory personal protective clothing and equipment pertaining to an individual's operations, are issued prior to starting an operation, enforce all safety regulations and instructions in the use of personal protective clothing and equipment.
 - 2. All unsafe acts or conditions in the use of personal protective clothing and equipment are corrected.

3. Assure that the protective clothing and equipment is maintained in a sanitary and reliable condition.
- C. All personnel will adhere to and strictly observe safety regulations, and instructions found in this section and section 3-14 of this manual. Personnel will use and/or wear safety devices and protective clothing and equipment as directed or prescribed. Additionally, protective clothing and equipment will be maintained by personnel in a sanitary and reliable condition including PPE owned by employees.

8.6 – Caps or Protective Head Covering

General safety standards and codes issued by recognized authorities such as the American National Standards Institute, Department of Labor, etc. will govern the use of protective clothing used while working in potentially hazardous areas or activities.

In this context, the recommendation of the National Safety Council will prevail as regards the use of a cap or protective head covering to encase the hair while working around moving machinery, belts, wheels, etc. in the course of an employee's work. These areas will be designated as areas which require use of protective coverings or caps to safeguard the individual against accidents caused by hair being ensnared by such equipment.

CHAPTER 9 - RESPIRATORY PROTECTIVE EQUIPMENT

(1910.134 and 1926. 353)

9.1 – Purpose

The purpose of the respirator protection program is to establish specific guidelines to protect employees from potential exposure to harmful concentrations of toxic air contaminants. Air contaminants are in the form of a concentration of dust, mist, vapors, gases, fumes, sprays, fogs, smoke, fibers and particulate that cannot always be controlled by engineering methods and equipment. In situations where feasible engineering control measures do not exist, personal protective equipment, including respiratory protection equipment may be required. As long as a respirator is not required by the employer or any OSHA standard, an employee may voluntarily use a respirator. The respirator itself shall not present a hazard to the employee due to misuse, hazardous conditions in the workplace or employee's medical condition. If an employee, under the above conditions, elects to use a respirator, he/she must be provided advisory information of Appendix D of 1910.134, either verbally or in written form. This provision does not apply to employees who voluntarily wear dust masks.

9.2 – Scope

This chapter is applicable to all BHL Federal field personnel working on job sites requiring these measures.

9.3 – Policy

- A. It is the policy of BHL Federal to protect employees from potential exposure to harmful concentrations of toxic air contaminants.
- B. Proper respiratory equipment designated to protect personnel from airborne environmental hazard will be available in a clean and dependable condition at all times.
- C. Consideration shall be given to methods for eliminating or reducing the cause of the respirator hazard, such as substituting less toxic substances, installation of local exhaust, natural or mechanical general ventilation, and segregation or isolation of the causative process.
- D. Respirators shall not be worn when conditions prevent a good facial seal. Such conditions may include growth of a beard, mustache, sideburns, skull cap and other facial features. To eliminate these conditions, the employee may be required to shave facial hair, remove the skullcap, or be provided modified safety glasses that fit in the respirator.
- E. Persons using respirators in atmospheres immediately hazardous to life and health, (e.g., toxic or oxygen deficient) shall use self-contained breathing apparatus equipment with safety harness and safety lines for rescue. Standby person(s) with a self-contained breathing apparatus shall be at the nearest fresh air location for emergency rescue.
- F. Wearing contact lenses in contaminated atmospheres shall not be allowed.

9.4 – Responsibilities

- A. Management designated as the "Respiratory Protection Program Coordinator". This coordinator is responsible for ensuring that all items in the program are in compliance. These items include compliance to the letter and intent of the OSHA respiratory protection standard.
 - 1. Respirators will be selected based on the hazards to which the employee is exposed.
 - 2. Employees required to wear respirators will be trained and instructed in the proper use of respirators and their limitations.
 - 3. Respirators will be cleaned and disinfected regularly, each employee requiring a respirator, will be assigned their own respirator.

4. Respirators will be stored in a convenient, clean, and sanitary location.
5. Respirators will be routinely inspected and maintained.
6. Appropriate surveillance of work area conditions and employee. Exposure will be maintained (periodic, air sampling will be conducted by Management).
7. Air samples shall be taken in accordance with the American Industrial Hygiene Association standards.
8. Semi-annual inspections and evaluation of the effectiveness of the respiratory program will be performed by the Safety Supervisor.
9. A periodic physical, to determine the physical ability of the employee, to perform the work and wear respiratory protection equipment will be performed by a physician.
10. Only approved and accepted respirators will be used.
11. Perform respirator fit testing to assure the employees' respirator will provide the required protection. All fit testing shall be recorded with the individual name and work area.
12. Notify the immediate supervisor in the course of safety surveys and in cases where personnel are working without protective respiratory equipment in an atmosphere which is suspected to be hazardous or lacking insufficient oxygen content.
13. Provide for training of each supervisor and their employees that require respiratory equipment protection.
14. Management will ensure that employees' medical records have been checked, and that proper training has been recorded and documented in their personnel files.
15. A method to determine End of Service Life for applicable canisters shall be available at each work site.
16. Other than employees using dust masks, employees shall work in teams, or as required in other OSHA standards.

B. Shop Supervisors Will:

1. Assure that personnel required to use respiratory equipment do so.
2. Assure that personnel adhere to instructions given by management relative to the proper use and maintenance requirements of the equipment.
3. Notify Management of protective equipment in use, which appears to be in disrepair or in an unclean or unsafe condition.
4. Give instructions as to the nature of hazards in the department, and a discussion of what may happen if respiratory protective equipment is not used.
5. Be made aware of the manner in which hazardous chemicals are introduced into the body and must take appropriate action accordingly. Hazardous materials can be absorbed into the body in the following manners:
 - a. Inhalation.
 - b. Ingestion.
 - c. Absorption through skin, eyes and mucous membrane.

C. Employee Training Shall Include:

1. How to properly select the respirator to protect against those hazards to which the employee may be exposed.
2. A discussion of each device, its capabilities, limitations, and the instructions in the use of each device.
3. The actual handling and demonstration of the device by personnel.

D. Inspections:

1. All respiratory protective equipment (except disposable dust/mask respirators) will be inspected periodically to ensure that they are in good working condition.

2. Devices stored in cabinets for emergency use only shall be inspected periodically by the Safety Supervisor. This would include emergency respirators that are not used in the department.
3. Respirator equipment returned for repair will be cleaned and inspected before it is returned to the employee.
4. Mechanical repair of respiratory equipment may only be performed by qualified respirator equipment personnel trained in respiratory equipment. Untrained personnel shall not attempt to repair or modify.

E. Maintenance and Storage:

The respirator shall be inspected, cleaned and sanitized after each use. The air-purifying elements must be removed from the respirator prior to the washing and sanitizing of the respirator. The face piece, elastic straps, inhalation valves, exhalation, valve guard, and inhalation connectors should be washed in a clear sanitized solution, thoroughly, and then dried at ordinary room temperature in a non-contaminated atmosphere. It is very important that the exhalation valve system in the face piece be inspected to ensure that it is clean, free from foreign matter and not damaged or distorted.

The respirator components should be inspected and any worn or deteriorated parts should be discarded and replaced with new parts, which are designed for the respirator.

The respirator should be placed in its container and stored in a cool, dry and non-contaminated atmosphere to ensure that it is protected against dust chemicals, moisture, excessive heat and physical damage.

CHAPTER 10 - SCAFFOLDS, JLG, SCISSOR LIFT AND OTHER MECHANIZED EQUIPMENT

1910.28, 1910.67, 1910.178, 1910.189, and 1926.606, 1926.450 – 1926.454

10.1 – Purpose

The chapter outlines general procedures for operation of aerial, scaffolding and transportation equipment.

10.2 – Scope

The following safety requirements and precautions apply to all employees and subcontractors employed or contracted by BHL Federal.

10.3 – General Requirements

- A. A scaffold shall be used only when the engaged work cannot be performed safely from the ground or from the solid construction.
- B. Footings or anchorage for scaffolds shall be sound, rigid, stable and capable of supporting the maximum intended load without displacement. Barrels, boxes, loose bricks, or concrete blocks shall not be used to support scaffolds or planks.
- C. Guard rails and toe boards shall be installed on all open sides and ends of platforms more than six (6) feet above ground or floor.
 - 1. Top and mid rails shall be constructed of construction grade lumber or the equivalent. Top rail should have a height of 42 inches, plus or minus three (3) inches. Midrails should have a height of 21 inches, plus or minus three (3) inches based on top rail.
 - 2. Supports shall be at no more than eight (8) foot intervals.
 - 3. Toe boards shall be a minimum of four (4) inches in height.
- D. Scaffolds shall be maintained in a safe condition and shall not be altered or moved while in use or occupied.
- E. Scaffolds and their components shall be capable of supporting a minimum of four (4) times the maximum intended load without failure.
- F. Damaged or weakened scaffolds shall be repaired immediately and not used until repairs are completed.
- G. Scaffold shall not be loaded in excess of their intended working load.
- H. All planking or platforms shall be overlapped to a minimum of 12 inches and secured from movement.
- I. Scaffold planks shall extend over their supports at least 6 inches but not more than 12 inches.
- J. The poles, legs, or uprights of scaffolding shall be plumb, secured and rigidly braced to prevent swaying.
- K. Material being hoisted onto scaffold shall have a tag line.
- L. When personnel on scaffolds are exposed to overhead hazards, overhead protection shall be provided.

- M. When personnel are expected to work or pass under scaffolds, a screen shall be provided between the toe board and the guard rail, extending around the entire opening, consisting of the equivalent of 18-gauge U.S. standard wire.
- N. *A competent person shall be designated for building and inspection of all scaffolding.*
- O. Scaffolding shall be inspected daily. A written copy of the inspection will be maintained at the work site.
- P. Walkways and platforms shall not be less than 18 inches wide. Where scaffolds must be used, demonstrated by the employer less than 18 inches wide, such platforms and walkways shall be wide as feasible and employees will be protected by use of guardrail and/or personal fall arrest systems.
- Q. The front edge of all platforms shall not be less than 14 inches from the face of the work unless guardrail systems are erected along front edge and/or personal fall arrest systems are in place.

10.4 – Elevating Work Platforms

- A. All elevating work platforms shall be operated, inspected, and maintained: as specified in the operating manual for the equipment. A designated person familiar with the equipment shall also do quarterly inspections.
- B. Each quarter the designated person shall inspect the platform and fill out the inspection report and tag the equipment with the appropriate colored cable tie:
 - 1. 1st quarter (January; February, March)
 - 2. 2nd quarter (April, May, June)
 - 3. 3rd quarter (July, August, September)
 - 4. 4th quarter (October, November, December)
- C. In addition to regular inspections, every elevated work platform' shall be inspected prior to use by the employee using the equipment. Any defects shall be noted to the acting Shop Supervisor so the equipment can be repaired. Until the equipment is repaired, or corrective action is taken *no employee shall use the defective equipment*. All records of inspections while the unit is at the work site shall be maintained at the work site.
- D. All boom-supported elevating work platforms shall be equipped with an alarm, or other suitable warning device, at the platform; the alarm shall be in operable condition and shall automatically activate when the machine base is more than 5 degrees out of level in any direction.
- E. Personnel trained in the use of the elevating work platform shall be authorized to operate it. Training shall consist of the following:
 - 1. Reading and understanding the manufacturer's operating manual and any associated manufacturer's documents.
 - 2. Reading and understanding all decals, warnings and instructions on the elevating work platform. Before operating the work platform, the operator shall:
 - a. Survey the work area for loose or soft ground; ditches, drop offs, or holes, bumps and floor obstruction, debris, overhead obstructions, ground and elevated energy sources, and other possible hazards.
 - b. Ensure the elevating work platform is on a firm, level surface.
 - c. Ensure the work platform is loaded in accordance with manufacturer's specifications.

- d. Ensure that outriggers and/or stabilizers are used if required by the manufacturers.
 - e. Ensure that, if the vehicle is on wheels, the wheels are locked or chocked.
 - f. Ensure that fall protection systems are in place.
- F. Elevating work platforms shall not be used by persons working on energized electrical wiring and/or equipment.
- G. The use of personnel fall protection devices shall be as specified in the manufacturer's operating manual: personal fall protection devices, if used, may only be secured to manufacturer-approved hard points.
- H. Fork trucks operators will not be authorized to lift personnel unless approved basket and fall protections are provided.
- I. Motorized equipment and aerial equipment will not be modified unless approved in writing by the manufacturer or a certified engineer.
- J. Fork truck operators will be certified according to the new Standard dated December 1, 1999.

10.5 – Fall Protection

Belting off to adjacent pole structure or equipment while working from an aerial lift shall not be permitted.

Employees shall always stand firmly on the floor of the basket and shall not sit or climb on the edge of the basket or use planks, ladders, or other devices for a work position.
A body harness shall be worn, and a lanyard attached to the boom or basket when working from an aerial lift.

10.6 – Operating Practices

When outriggers are used, they shall be positioned on pads or a solid surface and the brakes shall be set.

Wheel locks shall be in place before using an aerial lift.

CHAPTER 11 - OPERATIONS INVOLVING SILICA ASBESTOS AND LEAD EXPOSURE

1910.1001, 1926.1101 and 1926.62, 1926.21

11.1 – Purpose

To establish operational procedures for spotting potential silica, asbestos and lead containing materials, to eliminate exposure of personnel to airborne dust, airborne asbestos fibers and lead exposure when working on any of the projects.

11.2 – Scope

These safety requirements apply to all employees and subcontractors employed by BHL Federal.

11.3 – Definitions

Crystalline silica is a basic component of sand, quartz and granite rock. Activities as sandblasting, cutting, drilling, hammering, chipping, and repair of various items may cause airborne dust. Even small amounts of silica are potentially dangerous.

Potential health hazards include tuberculosis and lung cancer as well as silicosis. There are no known cures for silicosis. Dust, generated by other contractor workers at a job site, shall be recognized as a potential health hazard. See Section 11.7 for additional information.

Asbestos is a broad term applied to a group of fibrous minerals such as amosite, chrysolite and crocidolite, composed of silicates of iron, magnesium and other metals. Excessive exposure to asbestos is recognized as presenting a potential major health hazard.

Exposure occurs by inhalation of the asbestos fibers produced as a fine dust when asbestos is handled during fabrication, installation, or removal operation. Inhalation of even a small amount of asbestos fibers can lead to serious health impairment.

11.4 – Policy

It is the policy of BHL Federal to eliminate workers exposure to asbestos, silica, or lead material and to protect employees and subcontractor personnel from these hazards. If these materials are found at a particular job site by an employee, that employee shall notify the acting project super-visor at once. All materials that look like dust, asbestos or lead are presumed to contain such matter.

11.5 – Responsibilities

- A. Management will, before planned operation that involves handling or working with asbestos or silica or materials containing asbestos or silica, evaluate the potential hazard and take adequate control measures to implement on site control methods, and monitor operations with air sampling techniques to satisfy requirements of determining levels of asbestos, silica and fiber concentration.
- B. If dust is generated by other contractors, the jobsite supervisor should notify the Management. Management shall notify the General Contractor for immediate corrective action. Employees shall evacuate the exposed areas-until the area is free from potentially silica dust/nuisance dust. Awareness training will be provided for all employees, including the proper usage of marking and signs.
- C. When the PACIVI is found, the material should be barricaded off to prevent asbestos exposure. The supervisor shall then contact the Safety Supervisor, so that arrangements can be made to have the PACM sampled properly by a trained Competent Person. All shall be provided with awareness training. Review and approve newly procured protective equipment prior to its initial issue and use.

No employee shall remove any PACM. A Certified Asbestos Removal Contractor shall remove all

asbestos.

11.6 – Lead

This section applies to all construction work where an employee may be occupationally exposed to lead.

- A. Construction work defined as: "work for construction, alteration and/or repair, including painting and decorating." This includes but is not limited to:

1. Demolition or salvage.
2. Removal or encapsulation.
3. New construction, alteration and repair.
4. Installation of products containing lead.
5. Lead contamination/emergency cleanup.
6. Transportation, disposal, storage, or containment.
7. Associated maintenance operations with above activities.

- B. Definitions

1. Action Level (AL) = 30 micrograms/m³ (8-hour TWA).
2. Competent Person = "capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate there (1926.32(f)).

- C. Permissible Exposure Limit (PEL)

1. PEL = 50 micrograms/m³ (8-hour TWA).
2. For work exceeding 8 hours: PEL= 400 micrograms/m³.

- D. Exposure Assessment

1. Personal samples representative of full shift including at least one (1) sample for each job classification in each work area either for each shift or for the shift with the highest exposure level 9. Basis of initial assessment:
 - a. Historical measurements can only be used if obtained within the past 12 months under similar workplace conditions (monitoring from other employees can be used if within the past 12 months under similar conditions – considered the minimal violation).
 - b. Objective data demonstrating exposures<AL can be used to eliminate need for initial exposure assessment unless activity is listed in d (2) of the standard.

Objective data are information demonstrating that a particular product or material containing lead or a specific process, operation, or activity involving lead cannot release dust or fumes in concentrations at or above the action level under any expected conditions of use. Objective data can be obtained from industry-wide study or from laboratory product test results from manufacturers of lead containing products or materials. The data the employer uses from an industry-wide survey must be obtained under workplace conditions closely resembling the processes, types of Material, control methods, work practices and environmental conditions in the employer's current operation.

- c. Positive initial determination where airborne concentrations>AL, representative monitoring must be done for each employee.

- E. Frequency of Exposure Monitoring

1. <AL, no further exposure monitoring unless change in percent lead, process, etc.

2. \geq AL but \leq PEL, at least every six (6) months.
3. $>$ PEL, at least every three (3) months.

F. Employee Notification

1. Within five working days after completion of exposure assessment.
2. Notified in writing of results that represent that employee's exposure and actions being taken to reduce exposures.

G. Employee Protection

1. Task exposures assumed to be $>$ PEL & $\leq 10 \times$ PEL.
 - a. Manual demo (e.g.: drywall, dry manual scraping, dry manual sanding', heat gun application.
 - b. Spray painting with lead paint.
2. Task exposures assumed to be $> 10 \times$ PEL.
 - a. Using lead containing mortar, lead burning.
 - b. Rivet busting, power tool cleaning without dust collection systems, cleanup activities where dry expendable abrasives are used, abrasive blasting enclosure movement and removal.
 - c. Abrasive blasting.
 - d. Welding.
 - e. Cutting.
 - f. Torch-burning.
3. Task exposures assumed to be > 50 PEL.
4. Intermittent protection provided until exposure assessment is completed.
 - a. Respiratory protection.
 - b. Personal protective equipment (PPE).
 - c. Change areas.
 - d. Hand washing facilities.
 - e. Biological monitoring consisting of:
 - i. Blood lead levels (BLL).
 - ii. ZPP (zinc protoporphyrin) levels.
 - f. Training consisting of:
 - i. Hazard communication (1926.59).
 - ii. Respiratory protection (1926.103).
 - iii. Safety training and education (1926.21).

H. Methods of Compliance

1. Engineering and work practice controls:
 - a. Reduce employee exposures below PEL to the extent engineering and work practices controls are feasible.
 - b. When feasible engineering and work practice controls are not sufficient to reduce exposure $<$ PEL, employer shall nonetheless use them to reduce exposure to the lowest level and supplement with respiratory protection.
 - c. Local exhaust Ventilation (75 percent exposure reduction) C. Shrouded tools (75 percent exposure reduction).
 - d. HEPA vacuums.
 - e. Wetting agents.
2. Feasible engineering controls (from preamble):
 - a. Mechanical ventilation (50 percent exposure reduction).
3. Written compliance program shall include:

- a. Description of each activity in which lead is admitted (e.g., equipment used, material involved, controls in place, crew size, employee job responsibilities, operating procedures, and maintenance practices).
 - b. Description of specific means that will be employed to achieve compliance and, where engineering controls are required, engineering plans and studies used to determine methods selected for controlling exposure to lead.
 - c. Report of the technology considered in meeting the PEL.
 - d. Air monitoring data, which documents the source of lead emissions.
 - e. Detailed schedule for implementation of the program, including documentation such as copies of purchase orders for equipment, construction contracts, etc.
 - f. Work practice program, which includes protective work clothing and equipment, housekeeping, and hygiene facilities and practices.
 - g. Administrative control schedule, if applicable.
 - h. Description of arrangements made among contractors on multi-contractor sites with respect to informing affected employees of potential exposure to lead and responsibility of compliance with (1926.62(e)(2).
4. Competent person (CP)
 - a. Shall do frequent and regular inspections of job site materials and equipment.
 - b. Must be qualified (e.g., experience, training, and credentials) relevant to lead hazards and specific CP activities, responsibilities, and authority as designated by Management in the written program.

I. Respiratory Protection

1. Respiratory required:
 - a. Whenever employee exposures exceed PEL
 - b. When engineering and work practice controls are not sufficient enough to reduce exposure below. PEL_
 - c. Whenever an employee requests a respirator BHL Federal must provide Powered Air-Purifying
 - d. Respirator PAPERS to their employees who request one if it will provide adequate air to the user.
2. Fit Testing
 - a. Qualitative for 1/2 mask respiratory only.
 - b. Quantitative for full-face negative pressure PAPERS are considered to be positive pressure.
 - c. At initial fitting and every six months thereafter.
3. Protection factor for loose-fitting, continuous flow abrasive blasting helmet has been assigned a protection factor of 25 X PEL (exposures cannot exceed 1,250 micrograms/m³).

J. Protective Work Clothing and Equipment

1. Employees exposed above the PEL:
 - a. Coveralls or similar full-body work clothing.
 - b. Gloves, hats and shoes or disposable shoe coverlets.
 - c. Face shields, vented goggles, and other appropriate protective equipment.
2. Clothing must be in a new/clean condition at least weekly and daily for workers exposed >200 micrograms/m³ over and 8-hour TWA.
3. Protective clothing shall: be removed at the completion of the work shift in change areas.
4. Protective clothing and equipment must be cleaned/or disposed of properly.

K. Housekeeping

1. All work surfaces shall be kept free of particles of accumulated lead.
2. Where lead accumulated, clean up by vacuuming or other method that minimizes the likelihood of lead becoming airborne.
3. Shoveling, dry or wet sweeping, and brushing may be used only where vacuuming or other equally effective methods have been tried and found not to be effective.
4. Compressed air shall not be used except in conjunction with ventilation system.

L. Hygiene Facilities and practices in areas where employees exposed above the PEL:

1. Food and beverages are not present or consumed.
2. Clean change rooms or areas shall be provided.
3. Separate storage areas for clean and dirty clothing.
4. Employees must not leave the workplace with contaminated clothing.
5. Where feasible, showers shall be provided and used after each work shift.
6. Eating facilities must be free from lead contamination.
7. Remove contamination from clothing before entering lunch area.
8. Provide adequate hand washing facilities.

M. Medical Surveillance

1. Required employees, who are exposed 30 or more days a year above the Action Level
 - a. Includes biological monitoring (BLL, ZPP).
 - b. If blood lead level ≥ 40 micrograms/dl, then medical exam is required.
2. Biological-monitoring frequency
 - a. $BLL < 40$ micrograms/dl, every two (2) months for first six (6) months and then every six (6) months thereafter.
 - b. $BLL \geq 40$ and < 50 micrograms/dl, every two (2) months.
 - c. $BLL \geq 50$ micrograms/dl, medical removal until BLL drops below 40 micrograms/dl.

N. Employee Information and Training

1. Hazard communication training (CFR).
2. Training required for all employees exposed one day $> AL$.
3. Training includes: Contents of Standard, Specific nature of operation resulting in exposure, Purpose, proper selection, fitting, use and limitations of respirators, Purpose and description of medical surveillance program with attention to reproductive effects, Engineering and work practice controls associated with job assignment, Contents of compliance program, Prohibition on the use of chelation agents, Right of access to record (medical, exposure monitoring, etc.)

O. Signs

1. Required where exposures exceed PE.
2. Sign should state:
WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING

P. Record keeping

1. Employee exposure records.
2. Medical records and exposure monitoring.
3. Objective data that a particular product cannot release lead.

Worker Lead Protection Compliance Program

This Lead Protection Compliance Program has been developed to comply with OSHA Construction Industry Standard 29 CFR 1926.62. It is reviewed and revised at least every six (6) months. The competent person assigned to the project has the complete authority to implement this program. Additional information is found in the Worker Lead Protection Program.

Name of Project: _____

Location of Project: _____

Anticipated Project Dates: _____

Competent Person-Assigned to Project: _____

Prepared by: _____ Approved by: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Project Specific Lead Compliance Program

1. Project, brief description of job:

2. Competent Person:

_____, will be on-site and will act as the competent person for occupational health and safety issues. The Competent Person will conduct inspections of the work areas on a (frequency) basis to ensure that control: measures, work practices personal protective equipment, and hygiene facilities are based used as prescribed in the document.

3. Schedule:

The project is expected to start on _____ and end on _____. This compliance plan will take effect immediately upon project start-up. Work will proceed according to the following schedule:

Week ____ through ____: Initial set-up or site mobilization and (description of tasks):

Week ____ through ____: (description of tasks)

Week ____ through ____: (description of tasks)

Week ____ through ____: (description of tasks)

4. Lead Exposure Activities which may result in lead exposures:

Signs are posted around work areas where exposures exceed the PEL

5. Equipment:

A list of equipment and materials (paint removal, containment, personal protective, etc.) to be used during this project includes:

6. Crew:

A crew of approximately (insert number) workers will complete the work. Crew leaders and likely assignments are as follows:

| | |
|-------------|-------------|
| Name: _____ | Task: _____ |
| Name: _____ | Task: _____ |
| Name: _____ | Task: _____ |
| Name: _____ | Task: _____ |

7. Engineering Control Methods:

The primary engineering control methods for this project are (check all that apply):

- ☐ Containment
- ☐ General Ventilation (abrasive blast cleaning)
- ☐ Wet Methods (high pressure water, wet abrasive blast cleaning)
- ☐ Local Exhaust Ventilation (needle guns, rotary peening, vacuum blasting)
- ☐ HEPA Vacuums
- ☐ Other, describe: _____

8. Technology Considered in Meeting the Permissible Exposure Limit:

The OSHA standards, other publications (e.g., SSPC 93-02 Industrial Lead Paint Removal Handbook) and past project experience have been used to determine the appropriate engineering controls to be used in this project. Alternative methods were considered, but determined to be inappropriate for the project for the reasons stated below:

9. Respirators:

Respirators are provided in the context of a complete respirator protection program. The written respiratory is found in Corporate Worker Lead Protection Program.

The types of respirators to be used on this project include:

Air Purifying with HEPA Cartridges

- ☐ Half Mask
- ☐ Full Face piece
- ☐ Powered Air-Purifying (half or full-Face piece)

10. Hygiene Facilities:

Hygiene facilities are provided by:

- ☐ Ragan
- ☐ Facility Owner
- ☐ General Contractor
- ☐ Others (identify) _____

The following wash and/or shower facilities will be used to decontaminate workers and will consist of:

The wash and/or shower facilities will be located at:

Hot water, soap and towels will be provided. Hands and face will be washed before all breaks and at the end of each day.

11. Wastewater:

Wastewater (wash and/or laundry water if laundry is accomplished on site) will be (check all that apply):

- ☐ Collected and filtered on site using (describe system)
- ☐ Disposed of in accordance with prior arrangements made with (name of local water and sewage authority)
- ☐ Containerized for testing and disposal without filtration.
- ☐ Controlled by the Owner or General Contractor

12. Worker Exposure Air Monitoring Data:

13. Medical Removal Protection

Employees assigned to this project are removed from exposures above the Action Level in blood lead levels greater than ug/dL occur, or upon recommendation by the examining physician. Their seniority and benefits are protected during the removal period. They are returned to exposures above the Action Level only after two (2) consecutive blood lead results are ug/dL or lower or when the physician indicates that the risk due to exposure no longer exists (in the case of removal for reasons other than blood lead).

14. Administrative Job Rotations Plans

Job rotation may be used on this project to reduce worker exposures to lead on a given day. The job rotation schedule will be as follows (complete if applicable):

15. Multi-Contractor Site Arrangements

The following arrangements will be made with other contractors on site to inform them of the potential lead exposures and for their responsibilities (e.g., the General contractor may provide shower facilities for all contractors on site):

16. Training

All workers who will be exposed to lead above the Action- Level have been trained in accordance with all the requirements found in paragraph (1) of 29 CFR 1926.62.

The names of the employees trained, the training provider, and the training dates are recorded on Form 3.

Form 2**Worker Blood Lead and ZPP Test Results**

Doctor or Firm Conducting Tests: _____ Name: _____

Address: _____

Phone #: _____

Employee (name or ID): _____ Date: _____

Blood Lead: _____ ZPP: _____

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

Form 3**Worker Lead Training Records**

The training was conducted by: _____

Address: _____

Phone #: _____

Name: _____ Social Security No.: _____

Date of Training: _____

11.7 – Silica

This section applies to all construction and plant work where an employee may be occupationally exposed to silica.

- A. Workers may be exposed to silica by dust generated from chipping, blasting, hammering etc. Engineering controls, as substitution, shall be used for abrasive materials when sand blasting. Dust control methods and wet methods will also be employed. Training on recognition of potential silica and dust will be provided annually. Warning signs for other contractors and outside personnel will be utilized when the potential for silica exists. PPE and other protective measures shall also be used as applicable.
- B. Recommended exposure limit:
The NIOSH recommended exposure limit (REL) for respirable crystalline silica is 0.05 mg/m³ as a TWA for up to 10 hour(s)/day during a 40-hour workweek.
- C. Exposure Assessment
 - 1. Prior to beginning at job, the Shop Supervisor shall include engineering methods for anticipation of dust/silica in the initial job assessment. Accordingly, signs and posters will be placed as well as usages of proper PPE and air monitoring.
 - 2. Provide an air monitoring system for each site based on characteristics of the particular site including initial approach and thereafter whenever process work site, climate, control changes occur which are likely to affect free silica concentration. Monitoring will be subject to the number of employees on the work site. Monitoring will continue for 30 days until two (2) consecutive surveys indicate the recommended action level is no longer exceeded.
 - 3. Personal hygiene and housekeeping shall have prime consideration at all facilities and work sites.
- D. Employee Protection
Efforts to eliminate exposure shall be the implementation of engineering controls such as wet methods, dust control, etc.

CHAPTER 12 - SAFETY PERMIT FOR MAINTENANCE, REPAIR AND CONSTRUCTION WORK

12.1 – Purpose

This chapter prescribes the policy, requirements, responsibilities and procedures for issuance of safety permits at and their project work- sites.

12.2 – Scope

The following requirements apply to all employees and subcontractors working for BHL Federal.

12.3 – Policy

Safety permits are required for situations described in paragraph 12.4 unless the work being performed is outlined in a written Standing Operating: Procedure (SOP), to preclude the necessity of safety permit issuance, it is preferred that an SOP be developed to cover the work to be done if feasible.

12.4 – General

Safety permits are required prior to performing non-typical or highly unusual maintenance, repair or construction operations in the following situations:

For work in areas not covered above, but involving any of the following:

1. Confined space (i.e., tanks, pits, tunnels, manholes) and unventilated rooms or space, which may be oxygen deficient or where concentration of explosives or toxic vapors or gases present may be present or suspected.
2. Extreme temperature exposure (above 130 °F and below 60 °F)
3. Operations for unusually hazardous construction work, regardless of location.

12.5 – Responsibilities

A. Superintendent will:

1. Administratively assist Shop Supervisor with application for permits.
2. Inspect work sites to assure compliance with permit requirements during life of safety permit.
3. Brief Shop Supervisors on safety requirements involved in the operations as required.
4. Contract industrial hygiene activity when work environment involves exposures that may have adverse health effect.

B. Supervisor will:

1. Submit request for safety permits when work involves confined space entry. When doubt exists regarding the need for safety permit issuance to cover a particular operation, contact the safety engineer for resolution.
2. Assist in establishing safety permit instruction for work to be done.
3. Sign permit, indicating, he/she understands requirements of the operations.
4. Brief the work crew on the safety requirements of the operations.
5. Supervise operations to assure compliance with safety permit and be responsible for technical supervision.

12.6 – Procedures

BHL Federal's acting project supervisor for the particular project will complete a permit application and forward the application to agencies controlling permit issuance. Distribution of the copies of the completed safety permit will be as follows:

Copy 1 will be posted at work site. Copy 2 will be posted at the office. Also See Confined Space Entry Program.

CHAPTER 13 - SAFETY FOOTWEAR

13.1 – Purpose

This chapter prescribes the responsibilities and procedures for safety toed boots/shoes at BHL Federal.

13.2 – General

Personnel requiring the wearing of safety foot protection are responsible for purchasing their own boots.

13.3 – Responsibilities

A. Management responsible for:

1. Analyzing, initially and periodically, each operation and changed job activities within an operation, to determine the need for a specific kind of safety shoe to be authorized.
2. Making spot check inspections to ensure personnel are wearing their safety shoes as required for the task being performed and notifying the immediate supervisor if any personnel are found to be negligent in their duties.

B. Shop Supervisors are responsible for:

1. Assisting Management of reviewing operations and in determining safety foot protection. Shop Supervisors will notify Management of any job changes which could establish new hazardous operations or affect safety footwear requirements.
2. Ensure that employees are wearing their safety shoes when at their duty station and that the employees' shoes are in good repair and condition.
3. Inspecting employees' safety footwear to verify replacement of unserviceable footwear. Safety shoes will be considered unserviceable when visual inspection results in conditions that present a hazard to the wearer. Persons having shoe wear that can be made serviceable by heel replacement or sewing will be at the employees' expense.

C. Employees are responsible for:

1. Ensure that employees are wearing their safety shoes when at their duty station and that the employees' shoes are in good repair and condition.
2. Wearing protective shoes.
3. Selecting a size and type of footwear that fits properly to preclude foot discomfort.
4. Maintenance of the safety footwear such as cleaning, polishing, replacement of laces, etc., and for otherwise caring for the shoes are the responsibility of the employee.

D. The following types of footwear are not considered sturdy work boots/shoes:

- Athletic or running shoes (including those with leather uppers).
- Moccasins and sandals.
- Spike or platform heel shoes with canvas or suede uppers.
- Shoes that expose the toes.

CHAPTER 14 - NEAR-MISS PROGRAM

14.1 – Purpose

This chapter describes policy, and responsibilities required to implement a Safety Management Technique called "Near-Miss" at BHL Federal.

This technique has been studied by OSHA and was successfully used by small, medium and large contracting companies. This procedure will permit BHL Federal to take corrective action to prevent occurrence rather than wait for an accident and then take action to prevent recurrence.

14.2 – Scope

This chapter is applicable to all employees.

14.3 – Definition

- A. *Accident*: an unplanned, undesired event, not necessarily injurious or damaging, that disrupts the completion of an activity.
- B. *Close Call*: an unplanned, undesired event, or example of an incident, resulting in neither an injury nor property damage.
- C. *Hazard*: any existing or potential condition in the workplace that by itself, or by interaction with other variables, could result in death, injury, property damage and other losses.
- D. *Hazard Control*: this preventative action involves developing a program to recognize, evaluate and eliminate the destructive efforts of hazards arising from human errors and from conditions in the workplace.

14.4 – Policy

- A. Prompt attention will be given to reports by employees of a Near-Miss, to aid in holding manpower and monetary losses due to accidents to a minimum.
- B. Employees will not be subject to restraint, interference, coercion, discrimination or reprisal by virtue of employees' participation in the Near-Miss Program.

14.5 – Responsibilities

Superintendent is responsible for:

- 1. Overall management of the Near-Miss Program.
- 2. Training Shop Supervisors in the Near-Miss Technique.
- 3. Following up on reported Near-Miss to ensure action has been taken to eliminate hazards.
- 4. Assurance that Shop Supervisor conducts the required interviews with employees.
- 5. Review Shop Supervisor's Near-Miss reports.
- 6. Initiate actions, training, etc. to correct conditions or practices noted on the Accident/Incident Form.

14.6 – Procedures

- A. The Superintendent and Shop Supervisors will maintain written reports of Near-Miss data and amend any of the causes in hopes of preventing future injury, death and/or property damage.

For many serious disabling injuries or deaths, there have been minor injuries, property damage accidents and/or Near-Miss, but no corrective action was taken. The basis for the Near-Miss Program is to prevent injury and property damage, through the collection of Near-Miss data, and use this data for preventive means.

- B. Employees will observe conditions and practices in the work areas in order to report Near-Miss either when requested or voluntarily to their immediate Supervisor. Foremen will report the Near-Miss in writing using an accident report to Management.

Near-Miss Investigation Form

Date of incident: _____ Time: _____ () A.M. () P.M.

Date incident was reported: _____ Reported to: _____

Job Site where incident occurred: _____ Job Number: _____

Nature of incident: _____

Weather Conditions:

- A. How did the incident occur?
- B. Did an unsafe act and/or unsafe condition cause/contribute to the incident?
- C. Which was the major contributing factor to the injury?
- D. What corrective/preventive action(s) should be recommended to prevent recurrence?
- E. Above action provided to: _____ Implementation date: _____
- F. Notes:

Signature of Immediate Supervisor: _____ Date: _____

Signature of investigating Safety Person: _____ Date: _____

CHAPTER 15 - SAFETY INSPECTION OF ELECTRICAL EQUIPMENT

15.1 – Purpose

This chapter prescribes procedures for use of Ground Fault Circuit Interrupters (GFCI) with any 120-volt single-phase 15 and 20-ampere electrical hand tools and other single-phase portable electric tool(s). This will be used at all BHL Federal facilities and any construction work site. The National Electrical Codes, as follows, will also be utilized: 210-8, 250-130, 215- 10, 305-2 and 305-6.

15.2 – Responsibilities

All BHL Federal employees shall follow the guidelines set forth in this section and shall report any deficiencies of these guidelines to their supervisor or to the Safety Supervisor. The Safety Superintendent is responsible for surveillance and spot checks to maintain a quality program.

15.3 – Establishment of Test Records

Any employee using an extension with 15 or 20 ampere service with any power tools shall apply GFCI cord set incorporating listed ground fault circuit interrupter at the receptacle prior to use. The GFCI shall be tested by tripping the GFCI switch button before each use. The work can proceed only after the employees are sure the GFCI is operating correctly.

If the GFCI is intergraded into the receptacle, the extension cord can be applied directly to the receptacle. The **only time** a power tool can be used directly, without GFCI, is when **no extension is needed**, and the tool is being used by itself. On all job sites, GFCIs will always be used.

15.4 – Duties of Employees

All power tools used by BHL Federal employees shall be double insulated or have a ground plug wire. All cords, electrical tools and equipment shall be visually inspected before each day's use and shift for damage and/or defects. Do not use any equipment until it has been properly repaired. Repair electrical cords and equipment with approved shrink-wrapped materials only.

Do not use silver or gray duct tape to repair electrical cords, tools or welding leads. If any tool or piece of equipment cannot be repaired on site, then the employee or supervisor shall tag the tool or piece "DO NOT USE" and have it returned to the shop for repairs. The above rules also apply to tools or equipment owned by the employees.

CHAPTER 16 - LOCKOUT/TAGOUT

16.1 – Purpose

This procedure establishes the minimum requirements for Lockout/Tagout for isolating devices. It shall be used to ensure that the machine or equipment area isolated from all hazardous energy and locked and tagged out before employees perform any servicing or maintenance activities where the unexpected energization start-up or release of stored energy could cause injury.

Types of energy include, but are not limited to electrical, mechanical, hydraulics, pneumatic, chemical, thermal, or other energy.

16.2 – Scope

These procedures apply to all company employees. These procedures apply to any equipment powered by voltages above 50 volts; these procedures do not apply to servicing or maintaining extension cords or doing hot tap operations.

16.3 – Definitions

- A. *Zero Energy*: equipment is (1) disconnected from any power source (2) relieved all residual stored energy. (i.e., steam, gas, chemical, hydraulic).
- B. *Authorized Employee*: a person who locks out machines or equipment in order to perform servicing or maintenance on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties include performing servicing or maintenance-which exposes him/her to potentially hazardous energy and who has been trained properly.
- C. *Energy Isolating Device*: a mechanical device that physically prevents the transmission or release of energy. (Examples: manually operated electrical circuit breaker, a disconnect switch, slide gates, valves; blocks. Push buttons, selector switches, and other control circuit type devices are not energy isolating devices.
- D. *Lockout*: the placement of a lock on an energy-isolating device in accordance with established procedures, ensuring that the energy isolating device and the equipment cannot be operated until the lockout device is removed.
- E. *Group Lockout*: when servicing and/or maintenance is performed by a crew, department or other group, they shall use a procedure that gives them a level of protection equivalent to that of a personal lock out to tag out device.
- F. *Satellite Lockbox*: a secondary Lockbox(s) where authorized employees of the servicing/maintenance group affix his/her personal lock/tag. The Lockbox cover by a "job lock" during group lockout/tagout procedures.
- G. *Equipment Locks*: are used on energy isolating devices to lockout equipment in the safe position for energy isolation when performing service or maintenance.
- H. *Job Lock*: is a device used to ensure the continuity of energy isolation during a group lockout operation. It is placed upon a Lockbox, and the key is controlled by the primary authorized employee.

- I. *Personal Lock*: is used by an individual to provide his or her personal protection from the release of hazardous energy, while performing service and/or maintenance. This lock is applied to the energy isolating device or Lockbox.

16.4 – Responsibilities

Management is responsible for the training and implementation of these procedures. Project Supervisor is responsible for ensuring that proper equipment is locked out and communication with the customer is maintained. The Shop Supervisors must complete the lockout/tagout check, which documents proper procedures. All employees that are involved in group lock out are responsible for ensuring that any equipment to be worked on is at zero (0) energy state.

NOTE: Zero (0) energy state doesn't apply when working applications are being performed such as routine service, emergency service and maintenance work.

16.5 – Individual Lockout

- A. The authorized employee shall prepare equipment or machines for shutdown by restored energy. (i.e., steam, gas, chemical, hydraulic).
 1. Notifying all affected employees and the customer's representative.
 2. Identifying energy sources and control methods.
 3. The authorized employee shall know type and magnitude of energy that the machine or equipment utilizes and shall understand the hazards.
- B. Shutdown the equipment or machines by using normal operating procedures (press stop button, open toggle switch, pull down handle on breaker box.)
- C. Operate the switch valve or other energy-isolating device so that the equipment is isolated from its energy source. All stored energy such as that in springs, elevated machine members, rotating fly wheels, hydraulics systems and air, gas, steam, or water pressure, etc. must be dissipated or restrained by methods such as repositioning, locking, bleeding down, etc.
- D. Lockout the energy isolating devices with assigned individual locks and affix the danger tag. Identify the tag as _____ and sign name and date. If there is more than one isolating device associated with the machine or equipment, place the equipment locks on the isolating device areas and place the equipment lock key into a satellite box and place a job lock over the satellite box along with your personal laces and the lockout/tagout check list which designates where all the equipment locks have been placed.
- E. After ensuring that no personnel in the area are exposed and as a check on having disconnected the energy sources, operate the push-button or other normal operating controls to make certain the equipment will not operate. Then return operating controls to the neutral or off position.
- F. If an energy isolation device is incapable of accepting a lock, or if applying a lock creates a hazard to personnel, place a tag only onto the isolating device. When a tag cannot be affixed directly to the energy-isolating device, it shall be located, as close to the device as possible.
- G. Restoring equipment or machines to normal operations.
 1. After the servicing and/or maintenance are complete and equipment is ready for normal production operation, check the area around the equipment or machine to be sure that no one is exposed to any hazards.
 2. After all tools have been removed from equipment or machine, guards have been reinstalled, and employees in the area clear; remove all lock out devices. Use the

checklist to be sure all locks have been removed. Operate the energy isolating devices to restore energy to the machine or equipment.

16.6 – Group Lockout

- A. The authorized employee shall prepare the equipment or machine for a group lockout.
 - 1. Notify all affected employees.
 - 2. Identify energy sources and control methods.
 - 3. Designate themselves as the primary employee.
- B. Shutdown the machines or equipment using established procedures.
- C. All potentially hazardous stored energy shall be restrained, dissipated, disconnected and otherwise rendered safe. The primary employee shall then place equipment locks and tags to the energy isolating devices.
- D. If the energy-isolating device is not capable of accepting a lock or if applying a lock creates a hazard to personnel, a DO NOT USE TAG shall be placed on the energy-isolating device.
- E. The primary authorized employee shall place the equipment lock key (s) in the satellite lock be and apply a job lock to the box. The primary employee shall maintain possession of the job lock key for the duration of their shift or job. There shall also be a copy of the job lock key maintained in the Shop Supervisors office at all times during the project.
- F. The primary employee then places his/her personal lock and tag on the satellite box along with the job lock. Then all authorized employees shall apply their personal lock and tag to the satellite box.
- G. All employees shall verify that the isolation and de-energization has been accomplished.

NOTE: If used for verification, return controls to neutral or off positions before beginning work.

- H. Authorized employees shall remove their personal lock/tags from the satellite lock box after job completion or when they leave the job site. If the job extends for more than one (1) shift, responsibility for the job lock key may be transferred between shifts to another primary employee or by setting up a transfer area or holding container.

Basic Rules for Using this Lockout System Procedure:

All equipment shall be locked out and tagged to protect against accidental or inadvertent operation when such an operation could cause injury to people. Do not attempt to operate any switch, valve, or other energy isolating device where it is locked out. Employees found tampering with or cutting locks will be disciplinary action taken against them immediately. This lockout/ tagout procedure will be used in conjunction with or superseded by existing lockout/tagout procedures set forth by our customers. The lock out/tagout procedures used by our customers will be followed and used while performing the job at their facility. At no time will we work under lockout/tagout procedures less stringent than our own.

When working at locations with multiple contractors, never assume the energy source is already locked out. Follow procedures and lockout the energy source.

Lockout/Tagout Checklist

Date: _____ Craft: _____

Job Site and Number: _____ Work Area: _____

1. Shut down plans made well in advance? ☐Y ☐N
2. Communication with the customer or respective representative concerning shut down of equipment or machine? ☐Y ☐N
3. Secured all stored 'energy and placed locks and tags? ☐Y ☐N
4. Group Lockout? ☐Y ☐N
5. Personal Lockout? ☐Y ☐N
6. Are tags clearly identifiable? ☐Y ☐N
7. Have all tags been signed and marked appropriately Personal, Job, and/or Equipment? ☐Y ☐N
8. All tags have been dated? ☐Y ☐N
9. For multiple energy sources, all residual energy has been dissipated or restrained? ☐Y ☐N
10. Has the equipment or machine been restarted to verify that isolation and de-energization is complete? ☐Y ☐N

Reasons for shut down:

Primary Authorized Employee's signature: _____

Authorized Employee's signature: _____

Chapter 17 - VEHICLE SAFETY PROGRAM

17.1 – Purpose

This chapter prescribes policy operation and procedures of vehicles to ensure safety. It also details additional requirements of safety pertaining to individual job site conditions.

17.2 – Scope

This chapter is applicable to all BHL Federal personnel.

17.3 – General

- A. No employee shall operate a company motor vehicle under the influence of alcohol or drugs.
- B. No employee shall transport alcohol, drugs, or firearms in a company motor vehicle.
- C. Each employee shall obey all motor vehicle operating rules and regulations of the state in which he/she is operating a motor vehicle. Furthermore, he/she will observe safe driving practices at all times as well as the traffic rules of any customer in whose plant he/she is operating a motor vehicle.
- D. Any employee driving a motor vehicle will have in his/her possession a valid and current driver's license of the type required for the motor vehicle he/she is operating.
- E. No Employee shall operate a motor vehicle which he/she knows or has reason to believe is not in good working condition.
- F. No employee shall operate a motor vehicle if he/she is disqualified from doing so by the company.
- G. Each employee who operates a motor vehicle will complete such documents as may be required by company policy.
- H. Each employee who operates a company motor vehicle is responsible for assuring that cargo being transported, or trailer attached to such vehicle, is properly loaded and secured.
- I. Any company driver will be disqualified from operating company vehicles under the following circumstances:
 - 1. Leaving the scene of an accident.
 - 2. Any felony charges.
 - 3. A chargeable accident and a moving violation.
 - 4. Two chargeable accidents within 12 months.
 - 5. Three moving violations within 12 months.
 - 6. Driving while license is suspended or revoked.
 - 7. All fuel tickets *must* be submitted.
- J. Drivers shall pull off road, to a secure area, to use cell phones and company radios.

17.4 – Crane Safety and Rigging

The crane area is a vital part of any construction operation. It is critical to handle the loads properly, safely, and with the greatest efficiency. The Check-off Inspection Report for the cranes, shovels, derricks, tractors and pans must be inspected by a competent, authorized person.

17.5 – Mobile Crane Set-Up

The operator shall be responsible for:

Proper placement of the crane in relationship to the load to be handled and the landing area, as to obtain the best-rated lift capacity.

17.6 – Record Keeping

- A. All records pertaining to crane inspections shall be kept on-site, with the crane or in the site field office.
- B. If during any safety inspection, the operator or supervisor cannot produce the required crane inspection sheets, the crane shall, as soon as possible, be shut down and inspected.

17.7 – Operator Qualifications and Operation Procedures

- A. Cranes shall be operated by the following personnel:
 - 1. Designated operators who have been licensed by an approved agency or union.
 - 2. Trainees who are under the direct supervision of the designated operator.
 - 3. Inspectors certified for crane inspection:
 - a. No one other than the above personnel shall be in or on the crane during operations.
 - b. Exceptions are oilers or Shop Supervisors whose duties may require their presence.
- B. Operation Procedures:
The operator shall:
 - 1. Not engage in any practice, which may divert his attention while engaged in crane operation.
 - 2. Not operate his crane if physically or mentally unfit, or if taking prescription drugs that may affect judgment.
 - 3. Not respond to any signal that is unclear or given by anyone other than appointed signalman. Exception: The operator shall respond to a stop signal given by anyone.
 - 4. Not permit trainees to make initial lifts. The operator shall perform the first lift to determine lift stability, crane function, and safety in general.
 - 5. Have final responsibility and control over the crane operations.
 - 6. Whenever there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle loads until safety has been assured.
 - 7. Be familiar with the crane and its care, the operator's manual, and load charts. He shall be responsible for notifying his supervisor of any needed adjustments or repairs and for logging his findings in the crane log.
 - 8. Shall, upon request, demonstrate his ability to determine total load weight and its relationship to the crane load charts.
- C. Handling the Load:
No crane shall be loaded beyond its rated capacity, except for test purposes. When loads which are limited to structural competence rather- than by stability are to be handled, the operator and supervisor shall, concurrently, determine that the weight of the load has been determined within plus or minus 5 percent before the load is lifted.
- D. Attaching the Load:
 - 1. The load shall be attached to hook by means of slings or other approved devices.
 - 2. No open hooks shall be used for lifts higher than two (2) feet. Hooks used for in excess of two (2) feet shall hook safety latches or be safety wired to prevent slings from jumping off hook.

E. Moving the Load:

1. The operator shall determine that the crane is level to within one degree and, where necessary, is properly cribbed and blocked.
2. The operator shall be responsible for determining that the load is properly secured and balanced before making the hoist.
3. The operator shall determine that the rope is properly seated on the drum and in the sheaves; the load line is not kinked; multiple part lines are not twisted around each other.

F. During hoisting:

1. The operator shall not suddenly accelerate or decelerate a moving load.
2. Permit the load to contact any obstructions.
3. Swing loads over personnel.
4. Permit side loading of booms.
5. Lifts shall be limited to freely suspended loads.
6. Cranes shall not be used to drag loads sideways.

G. Total Imposed Load:

The load on the tires, outriggers, wheels or tracks is derived from the gross weight of the crane and suspended load, i.e., the sum. However, additional loading can be exerted by shock or dynamic (movement) loads due to fast hoisting, lowering, swinging, or wind forces. This total must be considered.

17.8 – Ground Stability

- A. One of the critical factors of proper crane setup is "firm supporting surface." For maximum capacity, the crane must be level. However, to maintain a level condition, the ground surface must be adequate to support the dynamic load of a "working crane."
- B. Four basic elements that are to be considered:
1. Total imposed load.
 2. Supporting surface area.
 3. Pounds per square foot.
 4. Soil stability.
- C. The amount of area in contact with the ground will determine the bearing pressure the crane and load exert on the soil. When it is determined that the bearing pressure exceeds soil stability, the bearing area of the crane must be increased through the use of cribbing.
- D. Cribbing to be used must be:
1. Total imposed load.
 2. Strong enough to withstand the weight of the crane without major deflection, thus actually increasing the bearing surface.
 3. Bolted or secured together to prevent slippage and collapsing.
 4. In complete contact with the soil-no voids, insupportable areas, etc.
- E. For descriptive purposes it is convenient to distinguish between three broad groups of soil:
1. In complete contact with the soil-no voids, insupportable areas, etc.
 2. Granular soils, including sand and gravel.
 3. Fine grained soils, including silts and clays.
 4. Organic soils, including peat.

- F. Different types of soils will give different load-bearing pressure. When setting up a machine, the designated person should be able to distinguish between the three groups of soil, the approximate mixture of each, their moisture content, and their depth. Factors such as water tables and distance to excavations each affect, the soil's ability to withstand the pressure without collapsing must also be considered by the designated person. The project soil analysis report may be used as an indicator of soil conditions.
- G. Various tables are available which give the relative load-bearing capabilities of the soil types under static loads. Local building code departments are usually a good source for the tables.

17.9 – Rigging Requirements

All rigging equipment shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.

- A. All rigging devices including slings shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.
- B. Rigging not in use shall be removed from the immediate work area.
- C. Rigging, including slings, shall be hung on a rigging frame so that bends and kinks do not set.
- D. Wire rope slings shall be lubricated as necessary during use. Sling shall be lubricated no less than every four (4) months when in storage.
- E. "Shop-made" grabs, hooks, clamps or other lifting devices shall not be used unless proof-tested to 125 percent of their rated load by an approved testing company. Approval devices shall have the capacity permanently affixed.
- F. Slings on the job shall not be left lying on the ground or otherwise exposed to the elements.
- G. Eyes in wire rope bridles, slings or bull wires shall not be formed by wire clips or knots.
- H. Protruding ends of strands in splices on slings or bridles shall be covered or blunted. All rigging equipment in use shall have a safety factor of five (5).

17.10 – Safe Rigging Practice

- A. Slings in use shall not be shortened by knots, bolts, or other makeshift devices.
- B. Wire rope slings shall be padded or softeners used to protect from damage due to sharp corners.
- C. Slings used in a basket hitch shall have the loads balanced to prevent slippage.
- D. Loads handled by sling shall be landed on cribbing or dunnage so that slings need not be pulled from under or be crushed by the load.
- E. Slings subjected to shock loading shall be immediately removed from use and destroyed.
- F. When U-bolt wire rope clips are used, industry recognized standards shall be used to determine number and spacing of clips.
- G. Wire rope cable clips shall be applied as indicated in by industry recognized standard.
- H. Tag Lines shall be used as long as they do not create a greater hazard.

17.11 – Inspection and Record Keeping

- A. In addition to the inspection required earlier in this portion of safety requirements, thorough inspection of slings in use will be made on a regular basis as determined by:
 - 1. Severity of service conditions.
 - 2. Frequency of sling use.
 - 3. Nature of lifts being made.
 - 4. Experience gained on the service life of sling used in similar use.
- B. Inspection periods shall not exceed one (1) time during twelve months.
- C. A record of inspections shall be maintained at the office.

17.12 – Inspection Criteria

- A. Alloy steel chains will be removed from service and repaired or replaced when:
 - 1. Master links, coupling links or other components are cracked or deformed.
 - 2. Sling hooks have opened more than 15 percent of normal throat opening or twisted more than 10 degrees off center.
 - 3. Stretch exceeds five (5) percent of the original reach.
 - 4. Only the manufacturer or an equivalent entity shall repair or recondition slings covered in this section and then only in accordance with ANSI G.61.1 (1986).
 - 5. Mechanical coupling links or "cold shuts," bolts or clevis pins shall not be used for chain repairs.
- B. Wire Rope Slings shall be removed from service when:
 - 1. When there is wear or scraping of one-third the original diameter of outside individual wires.
 - 2. Kinking, crushing, bird caging or similar damage results in distribution.
 - 3. End attachments are cracked, deformed or worn.
 - 4. Exposure to temperatures in excess of 200 °F (fiber core) or 4,000 °F (non-fiber core).
 - 5. Corrosion of the rope or end attachments occurs.
- C. Natural and synthetic fiber rope slings to be removed from service when:
 - 1. Abnormal wear is observed.
 - 2. Powdered fibers are found between stands.
 - 3. Fibers are cut or broken.
 - 4. There are variations in the size or roundness of strands.
 - 5. There is discoloration or rotting.
 - 6. There is distortion of sling hardware.
 - 7. Exposed to temperatures in excess of 180 °F.
- D. Synthetic web sling shall be removed from service when:
 - 1. Subjected to acid or caustic burn.
 - 2. Melting or chaffing of any part of the sling surfaces occurs.
 - 3. Snags, punctures, tears or cuts are observed.
 - 4. Stitches are worn or broken.
 - 5. Fittings are distorted.
 - 6. Exposure to temperatures in excess of 180 °F (synthetic web) or 2,000 °F (polypropylene web).

17.13 – Repairs

The listed slings may be repaired in accordance with manufacturer's directions:

- Synthetic slings.
- Metal mesh slings.
- Wire rope slings.

Sling repairs must be performed by the manufacturer or any equivalent entity. Once repaired, each sling shall be permanently marked or tagged and a record of the repair maintained.

17.14 – Critical Lift Procedures

A. In Case of Crane Disaster

In the event the worst happens and a crane collapses, turns over, drops a load or otherwise fails, BHL Federal employees and all subcontractors shall follow these procedures:

1. Render emergency first aid.
2. Call the Fire Department.
3. Do not allow the crane, its components or the load to be moved unless vital to rescue operations until a complete, thorough investigation has been performed.
4. Contact the Resident Engineer and the Supervisor as soon as practicable to begin accident reporting and investigation procedures.
5. Take photographs of everything including overall photographs of the entire scene, detailed photos of components and anything that will help explain what happened. Submit complete copy to the Resident Engineer.
6. Begin the interview process of witnesses and participants to determine what happened.
7. Assist other investigation agencies while preserving the legal rights of all concerned parties.
8. Perform a complete investigation and prepare a complete report of the incident and submit to the Resident Engineer.

CHAPTER 18 - FALL PROTECTION

1926.500 - 503

18.1 – Purpose

This chapter prescribes the policy for fall protection and prescribes the minimum requirements for the performance of various operations.

18.2 – Scope

This chapter is applicable to all BHL Federal personnel and subcontractors.

18.3 – Policy

- A. To assure only necessary requirements for the issue of fall arrest equipment are submitted and to assure proper utilization of equipment when required.
- B. Proper fall protection equipment will be clearly defined by the supervisor and Management at the work site where exposure occurs. All subcontractors shall follow all guidelines under the OSHA standard mentioned above when needed.

18.4 – Definitions

- A. *Connectors*: devices that couple parts of the personal arrest system and positioning device system together. It may be an independent component of the system, such as a carbineer. Or it may be an integral component of part of the system (such as a buckle or D ring sewn into a body belt or body harness, or a snap-hook spliced or sewn to a lanyard or self-reacting lanyard).
- B. *Controlled Access Zone (CAZ)*: an area where certain work (overhead brick laying, for example) may occur without guardrail systems, personal fall arrest systems or safety net systems. Access to the zone is controlled.
- C. *Equivalent*: when employers can demonstrate alternative designs, materials or methods to protect against a hazard. The alternatives must provide an equal or greater degree of safety for employees than the methods, materials or designs specified in the standard.
- D. *Infeasible*: applicable in some situations where it is technologically impossible to perform construction work with a conventional fall protection system such as a guardrail system, safety net system or personal fall arrest system.
- E. *Leading Edge*: the edge of a floor, roof or form work for a floor or other walking/working surface (such as roof deck) which changes location as additional floor, roof, decking or form work sections are placed, formed or constructed. A leading edge is considered an "unprotected side and edge" during periods when it is not actively and continuously under construction.
- F. *Mechanical Equipment*: includes all motor or human-propelled wheeled equipment used for roofing work, except wheelbarrows and mop carts.
- G. *Safety Monitoring System*: a safety system where a competent person is responsible for recognizing and warning employees of fall hazards.
- H. *Unprotected Sides and Edges*: any side or edge (except at entrances to points of access) of walking working surface (floor, roof, ramp or runway) where there is no guardrail system at least 39 inches high.

- I. *Walking/Working Surface*: any surface, horizontal or vertical, where an employee walks or works, including, but not limited to, floor, roofs, ramps, bridges, runways, form work and concrete reinforcing steel. However, this does not include ladders, vehicles or trailers where employees must be located to perform their job duties.

BHL Federal and its subcontractors shall provide fall protection to their employees whenever they are exposed to falls from a height of six (6) feet or greater to lower levels. This applies to both elevated work as well as work near and around excavations.

18.5 – Duty to Have Fall Protection

BHL Federal shall use conventional, fall protection systems such as (guardrails, safety nets, or personal fall arrest) in most areas. In three areas: leading edges, precast concrete construction and in residential work, the use of a *fall protection plan* may be used depending on the project. Exclusion of Fall Prevention Systems shall be allowed if conventional systems are not feasible or create a greater hazard. The plan shall follow the standards set forth:

- A. The plan must be developed by a qualified person.
- B. The plan must be written, and a copy must be available at the job site.
- C. If conventional fall protection is not feasible, the plan shall document how that conclusion was reached.
- D. When conventional fall protection is not used, these locations must be identified and classified as Controlled Access Zones (CAZ).

All accidents and serious incidents (near-misses) will be investigated. Changes will be implemented to the fall protection plan to correct any deficiencies.

18.6 – Fall Protection Systems

| | |
|----------------------------|---|
| Guardrails _____ | Safety Monitoring _____ |
| Safety Nets _____ | Covers _____ |
| Personal Fall Arrest _____ | Protection from Falling Objects _____ |
| Warning Lines _____ | Fall Protection Plan Controlled Access Zone _____ |

BHL Federal shall not allow the use of body belts or rope lanyards by any of their employees on their work sites.

CHAPTER 19 - CONFINED SPACE ENTRY OPERATIONS

19.1 – Purpose

The purpose of this program is to inform all affected persons, including employees; BHL Federal is complying with the OSHA Permit-Required Confined Space Standard, Title 29 Code of Federal Regulations 1926 Subpart AA. We have determined specific construction sites need written procedures for the evaluation of permit-required confined spaces, and where permit-required spaces are identified, we have developed and implemented a permit-required confined space entry program. This program applies to specific work operations with BHL Federal where employees must enter a permit-required confined space as part of their job duties.

Copies of the written program may be obtained from the safety manager. Under this program, we will identify projects where permit-required confined spaces will be present and provide training for our employees according to their responsibilities in the permit space. These employees will receive instructions for safe entry into confined spaces, including testing and monitoring, appropriate personal protective equipment, rescue procedures, and attendant responsibilities. This program is designed to ensure that safe work practices are utilized during all activities regarding permit-required confined spaces to prevent personal injuries and illnesses that could occur.

19.2 – Objectives

- A. Prevent employee injury, illness or death from confined space hazards.
- B. Establish methods and procedures for controlling confined space activity while performing inspection, repair, maintenance, etc.
- C. Comply with applicable state and federal regulatory standards for confined space activity.

19.3 – Scope

- A. This policy establishes safety requirements to be followed for work practices and procedures while entering, working in and exiting confined spaces.
- B. International facilities will comply with the substance of this policy or the prevailing national requirements, whichever is more stringent.

19.4 – Definitions

- A. *Attendant*: a trained individual, stationed outside the confined space area, who monitors authorized entrants working in the confined space.
- B. *Authorized Entrant*: a trained individual who is authorized to enter a confined space area to perform work.
- C. *Confined Space*: any enclosed space that has the following characteristics:
 - 1. Is large enough and so configured that an employee can bodily enter and perform assigned work.
 - 2. Has limited or restricted means for entry or exit. For example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry and exits.
 - 3. Is not designed for continuous employee occupancy.
- D. *Competent Person*: One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.

- E. *Controlling Contractor*: The employer that has overall responsibility for construction at the worksite.
- F. *Early Warning system*: The method used to alert authorized entrants and attendants that an engulfment hazard may be developing. Examples of early-warning systems include but are not limited to: alarms activated by remote sensors; and lookouts with equipment for immediately communicating with the authorized entrants and attendants.
- G. *Engulfment*: Surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, crushing, or suffocation.
- H. *Entry Employer*: Any employer who decides that an employee it directs will enter a permit space.
- I. *Entry Permit*: a written or printed document that identifies the confined space where work is to be done and potential hazards that need to be evaluated and controlled before authorization for entry is given.
- J. *Entry Rescue*: Occurs when a rescue service enters a permit space to rescue one or more employees.
- K. *Entry Supervisor*: The person responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry.
- L. *Hazardous Atmosphere*: an atmosphere which exposes employees to harm from one or more of the following conditions:
 - 1. An airborne combustible dust at a concentration that obscures vision at a distance of five (5) feet or less.
 - 2. An atmospheric concentration of any substance exceeding its permissible exposure limit or other governing criteria.
 - 3. Any atmospheric condition recognized as immediately dangerous to life or health.
- M. *Host Employer*: The employer that owns or manages the property where the construction work is taking place.
- N. *Monitor or Monitoring*: The process used to identify and evaluate the hazards after an authorized entrant enters the space. This is a process of checking for changes that is performed in a periodic or continuous manner after the completion of the initial testing or evaluation of that space.
- O. *Non-Entry Rescue*: Occurs when a rescue service, usually the attendant, retrieves employees in a permit space without entering the permit space.
- P. *Non-Permit Confined Space*: A confined space that meets the definition of a confined space but does not meet the requirements for a permit-required confined space.
- Q. *Permit Required Confined Space*: (permit space) means a confined space that has one or more of the following characteristics:
 - 1. Contains or has the potential to contain a hazardous atmosphere.
 - 2. Contains a material that has the potential for engulfing an entrant.

3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section.
 4. Contains any other recognized serious safety or health hazard.
- R. *Rescue*: Retrieving and providing medical assistance to one or more employees that are in a permit space.
- S. *Rescue Service*: The personnel designated to rescue employees from permit spaces.
- T. *Retrieval System*: The equipment (including a retrieval line, chest or full body harness, wristlets or anklets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.
1. A flammable gas vapor, or mist in excess of 10 percent of its Lowest Flammable Limit (LFL).
 2. An atmospheric oxygen concentration below 19.5 percent or above 23.5 percent.
- U. *Supervisor authorizing or In Charge of Entry*: a trained management employee who verifies that all requirements for confined space entry have been met.

19.5 – Roles and Responsibilities

- A. *Host Employer*: Before entry operations begin, the host employer must provide the following information, if it has it, to the controlling contractor:
1. The location of each known permit space.
 2. The hazards or potential hazards in each space or the reason it is a permit space.
 3. Any precautions that the host employer or any previous controlling contractor or entry employer implemented for the protection of employees in the permit space.
- B. *Controlling Contractor*: Before entry operations begin, the controlling contractor must:
1. Obtain the host employer's information about the permit space hazards and previous entry operations.
 2. Coordinate operations with entry employer(s) when more than one entity performs permit space entry at the same time, or any other activities are performed that could foreseeably result in a hazard within the permit space.
 3. Provide the following information to each entity entering a permit space and any other entity at the worksite whose activities could foreseeably result in a hazard in the permit space:
 - a. The information received from the host employer.
 - b. Any additional information the controlling contractor has regarding confined spaces on site.
 - c. The precautions that the host employer, controlling contractor, or other entry employers implemented for the protection of employees in the permit spaces.
 4. Debrief each entity that entered a permit space regarding the permit space program followed and any hazards confronted or created in the permit space(s) during entry operations.
- C. *Entry Employer*: Before entry operations begin, each entry employer must:

1. Obtain all of the controlling contractor's information regarding permit space hazards and entry operations.
2. Inform the controlling contractor of the permit space program that the entry employer will follow, including any hazards likely to be confronted or created in each permit space.
3. Coordinate operations with Controlling Contractor when more than one entity performs permit space entry at the same time, or any other activities are performed that could foreseeably result in a hazard within the permit space.
4. Implement the measures necessary to prevent unauthorized entry.
5. Identify and evaluate the hazards of permit spaces before employees enter them.
6. Develop and implement the means, procedures, and practices necessary for safe permit space entry operations, including, but not limited to, the following:
 - a. Specify acceptable entry conditions.
 - b. Provide each authorized entrant or that employee's authorized representative with the opportunity to observe any monitoring or testing of permit spaces.
 - c. Isolate the permit space and physical hazard(s) within the space.
 - d. Purge, inert, flush, or ventilate the permit space as necessary to eliminate or control atmospheric hazards.
7. Determine that, in the event the ventilation system stops working, the monitoring procedures will detect an increase in atmospheric hazard levels in sufficient time for the entrants to safely exit the permit space.
8. Provide pedestrian, vehicle, or other barriers as necessary to protect entrants from external hazards.
9. Verify that conditions in the permit space are acceptable for entry throughout the duration of an authorized entry and ensuring that employees are not allowed to enter into, or remain in, a permit space with a hazardous atmosphere unless the employer can demonstrate that personal protective equipment (PPE) will provide effective protection for each employee in the permit space and provides the appropriate PPE to each employee.
10. Eliminate any conditions (for example, high pressure) that could make it unsafe to remove an entrance cover.
11. Provide the following equipment at no cost to each employee, maintain that equipment properly, and ensure that each employee uses that equipment properly:
 - a. Testing and monitoring equipment.
 - b. Ventilating equipment needed to obtain acceptable entry conditions.
 - c. Communications equipment.
 - d. Personal protective equipment when engineering or administrative controls do not adequately protect employees.
 - e. Lighting equipment that meets the minimum illumination requirements in §1926.56, that is approved for the ignitable or combustible properties of the specific gas, vapor, dust, or fiber that will be present, and that is sufficient to enable employees to see well enough to work safely and to exit the space quickly in an emergency.
 - f. Barriers and shields as required.
 - g. Equipment, such as ladders, needed for safe ingress and egress by authorized entrants.
 - h. Rescue and emergency equipment needed, except to the extent that the equipment is provided by rescue services.
 - i. any other equipment necessary for safe entry into, safe exit from, and rescue from, permit spaces.

12. Evaluate permit space and determine if acceptable entry conditions exist, and can be maintained, before entry is made by conducting the following:
 - a. Perform pre-entry testing to the extent feasible before entry is authorized.
 - b. If entry is authorized, continuously monitor entry conditions in the areas where authorized entrants are working.
 - c. Provide an early-warning system that continuously monitors for non-isolated engulfment hazards. The system must alert authorized entrants and attendants in sufficient time for the authorized entrants to safely exit the space.
 - d. Provide each authorized entrant or that employee's authorized representative an opportunity to observe the pre-entry and any subsequent testing or monitoring of permit spaces.
 - e. Reevaluate the permit space in the presence of any authorized entrant or that employee's authorized representative who requests that the employer conduct such reevaluation because there is some indication that the evaluation of that space may not have been adequate.
 - f. Immediately provide each authorized entrant or that employee's authorized representative with the results of any testing conducted.
13. Provide at least one attendant outside the permit space into which entry is authorized for the duration of entry operations:
 - a. Attendants may be assigned to more than one permit space provided the duties can be effectively performed for each permit space.
 - b. Attendants may be stationed at any location outside the permit space as long as the duties described can be effectively performed for each permit space to which the attendant is assigned.
14. Designate each person who is to have an active role (as, for example, authorized entrants, attendants, entry supervisors, or persons who test or monitor the atmosphere in a permit space) in entry operations, identify the duties of each such employee, and provide each such employee with the training required.
15. Develop and implement procedures for summoning rescue and emergency services (including procedures for summoning emergency assistance in the event of a failed non-entry rescue), for rescuing entrants from permit spaces, for providing necessary emergency services to rescued employees, and for preventing unauthorized personnel from attempting a rescue.
16. Develop and implement a system for the preparation, issuance, use, and cancellation of entry permits as required by this standard, including the safe termination of entry operations under both planned and emergency conditions.
17. The entry employer must inform the controlling contractor in a timely manner of the permit space program followed and of any hazards confronted or created in the permit space(s) during entry operations.
18. Reviews the permit space programs, using the canceled permits retained within 1 year after each entry and revises the program as necessary to ensure that employees participating in entry operations are protected from permit space hazards.

19.6 – Hazard Control Measures

- A. Before beginning work at a worksite, the company must ensure that a designated competent person identifies all confined spaces in which one or more employees may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary.
- B. If a jobsite contains one or more permit spaces, the company designated competent person who identifies, or who receives notice of, a permit space must:

1. Inform all exposed employees by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space. This can be accomplished by posting a sign reading "DANGER PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language that would satisfy the requirement for a sign.
 2. Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.
- C. If the designated competent person identifies, or receives notice of, a permit space and will not authorize employees to work in that space, he or she must take effective measures to prevent employees from entering that permit space, in addition to complying with all other applicable requirements.
- D. If the company decides that employees it directs will enter a permit space, that employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. The written program must be made available prior to and during entry operations for inspection by employees and their authorized representatives.
- E. The company may use the alternate procedures under the following conditions:
1. All physical hazards in the space are eliminated or isolated through engineering controls so that the only hazard posed by the permit space is an actual or potential hazardous atmosphere.
 2. It can be demonstrated that continuous forced air ventilation alone is sufficient to maintain that permit space safe for entry, and that, in the event the ventilation system stops working, entrants can exit the space safely.
 3. Monitoring and inspection data supports the alternate procedure requirement.
 4. If an initial entry of the permit space is necessary to obtain the data required, the entry is performed in compliance permit required standards.
 5. Supporting data is documented by the employer and is made available to each employee who enters the permit space, or to that employee's authorized representative.
 6. Any conditions making it unsafe to remove an entrance cover must be eliminated before the cover is removed.
 7. When entrance covers are removed, the opening must be immediately guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.
 8. Before an employee enters the space, the internal atmosphere must be tested, with a calibrated direct-reading instrument, for oxygen content, for flammable gases and vapors, and for potential toxic air contaminants, in that order. Any employee, who enters the space, or that employee's authorized representative, must be provided an opportunity to observe the pre-entry testing required by this paragraph.
 9. No hazardous atmosphere is permitted within the space whenever any employee is inside the space.
 10. Continuous forced air ventilation must be used, as follows:
 - a. An employee must not enter the space until the forced air ventilation has eliminated any hazardous atmosphere.

- b. The forced air ventilation must be so directed as to ventilate the immediate areas where an employee is or will be present within the space and must continue until all employees have left the space.
 - c. The air supply for the forced air ventilation must be from a clean source and must not increase the hazards in the space.
- 11. The atmosphere within the space must be continuously monitored unless the entry employer can demonstrate that equipment for continuous monitoring is not commercially available or periodic monitoring is sufficient. If continuous monitoring is used, the employer must ensure that the monitoring equipment has an alarm that will notify all entrants if a specified atmospheric threshold is achieved, or that an employee will check the monitor with sufficient frequency to ensure that entrants have adequate time to escape. If continuous monitoring is not used, periodic monitoring is required. All monitoring must ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere. Any employee, who enters the space, or that employee's authorized representative, must be provided with an opportunity to observe testing results.
- 12. If a hazard is detected during entry:
 - a. Each employee must leave the space immediately.
 - b. The space must be evaluated to determine how the hazard developed.
 - c. The employer must implement measures to protect employees from the hazard before any subsequent entry takes place.

To ensure that all areas of the confined space are safe, readings must be taken within various locations of the confined space using approved equipment and techniques. These readings are to be taken simultaneously or in the order shown below:

A. Oxygen deficiency or enrichment:

- 1. The atmosphere within the confined space should be tested with approved testing equipment to determine that the air is respirable and contains sufficient oxygen to support normal function. Employees shall not be permitted to work without approved respirator/equipment where the oxygen content of the air is less than 19.5 percent by volume. Position pressure, Self-Contained Breathing Apparatus (SCBA), or a Supplied Air Respirator (SAR) with a 10-minute escape pack are to be considered as approved equipment.
- 2. If the atmosphere is found to be non-respirable or does not contain sufficient oxygen to support life, the confined space is to be flushed with equipment of sufficient air ventilation. The intake of air for ventilators shall be located so as to prevent contamination of the air by the exhaust of the air compressor unit. The air supply shall also be free from harmful dusts, fumes, mists, vapors, gases or other hazardous substances. This air supply will be tested in the same manner and with the same equipment as used to test air within the confined space itself.
- 3. Oxygen enrichment (equal to or greater than 23.5 percent) spaces shall not be entered until the source of the enrichment is determined and controlled and further tests reflect normal values.

B. Flammable or explosive:

- 1. The atmosphere within the confined space should be tested with approved testing equipment to determine the presence of combustible gases. Entry should not be permitted until the source of the combustible(s) has been isolated and the

confined space flushed or purged to the extent that testing indicates less than 10 percent of the lower flammable limit is present and airborne combustible dust that meets or exceeds its LP (approximated if vision is obscured at five feet or less).

2. When work to be done within the confined space involves the use of flame, arc, spark or other sources of ignition, frequent testing or continuous monitoring must be done to determine the concentration of combustible vapors as the work progresses. If the concentration reaches or exceeds 10 percent of the LFL of the vapor present, all sources of ignition shall be extinguished, and employees removed until the concentration is reduced below 10 percent of the LFL.

C. Toxic substances:

When toxic materials are determined or suspected which could result in employee exposure when entering the confined space, the following should apply:

1. The atmosphere within the confined space should be tested with approved testing equipment to determine the presence of toxic substances. Entry should not be permitted until the source of the toxic substances has been isolated and the confined space flushed or purged to the extent that testing indicates less than the PEL is present. Hydrogen sulfide and carbon monoxide will be specifically tested for, along with any other potentially toxic substance within the space.
2. If it is practical, the confined space should be emptied, flushed or otherwise purged of the hazardous substance until safe limits are reached. If it is not practical to empty the confined space, the employee shall be protected from exposure by the use of appropriate protective clothing and breathing apparatus.
3. Welding, burning or heating in a confined space may generate toxic fumes and gases and may result in hazardous atmospheric conditions. All employees in such a confined space must be protected with adequate ventilation and/or air supplied personal protective equipment.

NOTE: Air reading within the space must be taken at representative levels. Due to stratification of gases resulting from different vapor densities, readings are to be taken every four (4) feet in vertical spaces and in advance of the entrants' direction of travel in continuous space systems.

D. Physical Hazards:

1. Existing or potential work area hazards such as slippery floors, unguarded openings, temperature, darkness, pinch points, sharp edges, compressed steam, gases and liquids, hot materials, etc. need to be controlled.
2. Any equipment or machinery, which if accidentally activated may create a hazard in the confined space, must be locked and/or tagged out. Pipes or lines leading into the confined space, which may accidentally discharge into the confined area must be blanked or disconnected. (Isolation of the spaces as much as is feasible.) Purging, inserting, flushing, or ventilating as necessary to eliminate or control hazards.

E. Engulfment or Entrapment:

A confined space where a finely divided solid substance or liquid is stored can surround and bury a person working in the area. Such materials stored in bins, hoppers, silos, etc., can asphyxiate the entrant as the engulfing material is inhaled, or through compression of the torso. A safety lifeline with full body harness and mechanical advantage retrieval device shall be used by employees whenever entering confined spaces where the potential for engulfment exists.

19.7 – Duties of Confined Space Entry Personnel

Confined space activity requires the teamwork of trained individuals to ensure that the work required is done safely. Work in such areas should be considered hazardous and a buddy system, using an entrant and attendant is required whenever entry is made. In addition, Management needs to periodically check on confined space work as it progresses to ensure that the safest possible conditions exist. The following assigned duties are necessary to ensure that confined space activity is controlled and performed safely.

- A. Duties of attendants. The Confined Space Entry supervisor shall ensure that each attendant:
 - 1. Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms and consequences of the exposure.
 - 2. Is aware of possible behavioral effects of hazard exposure in authorized entrants.
 - 3. Continuously maintains an accurate count of authorized- entrants in the permit space.
 - 4. Remains outside the permit space during entry operations until relieved by another attendant.
 - 5. Communicates with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space.
 - 6. Monitors activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions:
 - a. If the attendant detects a prohibited condition.
 - b. If the attendant detects the behavioral effects of hazard exposure in an authorized entrant.
 - c. If the attendant detects a situation outside the space that could endanger the authorized entrants.
 - d. If the attendant cannot effectively and safely perform all the duties required.
 - 7. Summons rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from permit space hazards.
 - 8. Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:
 - a. Warn the unauthorized persons that he or she must stay away from the permit space.
 - b. Advise the unauthorized persons that he or she must exit immediately if he or she has entered the permit space.
 - c. Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space.
 - 9. Performs non-entry rescues as specified by the employer's rescue procedure.
 - 10. Performs no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants.
- B. Duties of authorized entrants. The Confined Space Entry Supervisor shall ensure that all authorized entrants:
 - 1. Know the hazards that may be faced during entry, including information on the mode, signs or symptoms and consequences of the exposure.
 - 2. Properly use equipment as required.
 - 3. Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the following:
 - 4. Alerts the attendant whenever:

- a. The entrant recognizes any warning signs or symptoms of exposure to a dangerous situation.
 - b. The entrant detects a prohibited condition.
 - 5. Exits from the permit space as quickly as possible whenever:
 - a. An order to evacuate is given by the attendant or the entry supervisor.
 - b. The entrant recognizes warning signs or symptoms of exposure to a dangerous situation.
 - c. An evacuation alarm is activated.
- C. Duties of supervisors. The Confined Space Entry Supervisor shall:
 - 1. Know the hazards that may be faced during entry and the signs, symptoms and consequences of the exposure.
 - 2. Verifies, by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin.
 - 3. Terminates the entry and cancels the permit as required.
 - 4. Verifies that rescue services are available and that the means for summoning them are operable.
 - 5. Removes unauthorized individuals who enter or who attempt to enter the permit space during entry operations.
 - 6. Determines, whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space that entry operations remain consistent with the terms of the entry permit and that acceptable entry conditions are maintained.
- D. Rescue and emergency services. The following requirements apply to job sites that have employees who are trained and authorized to enter permit spaces to perform rescue. The Confined Space Entry Supervisor shall ensure that:
 - 1. Each member of the rescue service is provided with, and is trained to use properly, the personal protective equipment and rescue equipment necessary for making rescues from permit spaces.
 - 2. Each member of the rescue service shall be trained to perform the assigned rescue duties. Each member of the rescue service shall also receive the training required of authorized entrants under paragraph (B) of this section.
 - 3. Each member of the rescue service shall practice making permit space rescues at least annually, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration and accessibility, simulate the types of permit spaces from which rescue are to be performed.
 - 4. Each member of the rescue service shall be trained in basic first aid and CPR. At least one member of the rescue service holding current certification in first aid and CPR shall be available.
- E. When a designated third-party rescue service will be used to perform permit space rescue, The entry employer must:
 - 1. Evaluate a prospective rescuer's ability to respond to a rescue summons in a timely manner, considering the hazard(s) identified.

2. Evaluate a prospective rescue service's ability, in terms of proficiency with rescue-related tasks and equipment, to function appropriately while rescuing entrants from the particular permit space or types of permit spaces identified.
 3. Select a rescue team or service from those evaluated that:
 - a. Has the capability to reach the victim(s) within a time frame that is appropriate for the permit space hazard(s) identified?
 - b. Is equipped for, and proficient in, performing the needed rescue services.
 - c. Agrees to notify the employer immediately in the event that the rescue service becomes unavailable.
 4. Inform each rescue team or service of the hazards they may confront when called onto perform rescue at the site,
 5. Provide the rescue team or service selected with access to all permit spaces from which rescue may be necessary so that the rescue team or service can develop appropriate rescue plans and practice rescue operations.
- F. Non-entry rescue, retrieval systems or methods shall be used whenever an authorized entrant enters a permit space, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant.
- G. If an injured entrant is exposed to a substance for which Safety Data Sheets (SDS) or other similar written information is required to be kept at the work site, that SDS or written information shall be made available to the medical facility treating the exposed entrant.
- H. Management Circle
Each Entry Employer shall develop an entry permit system that controls all aspects of confined space activity. The permit must have sufficient information on the characteristics of the confined space and potential hazards to implement effective controls prior to entry.
1. Before entry is authorized, the employer shall document the completion of measures required by preparing an entry permit.
 2. Before entry begins, the entry supervisor identified on the permit shall sign the entry permit to authorize entry.
 3. The completed permit shall be made available at the time of entry to all authorized entrants, by posting it at the entry point or by any other equally effective means so that the entrants can confirm that pre-entry preparations have been completed.
 4. The duration of the permit may not exceed the time required to complete the assigned task or job identified on the permit.
 5. The entry supervisor shall terminate entry and cancel the entry permit when:
 - a. The entry operations covered by the entry permit have been completed.
 - b. A condition that is not allowed under the entry permit arises in or near the permit space.
 6. The employer shall retain each canceled entry permit for at least one year to facilitate the review of the permit required confined space program. Any problems encountered during an entry operation shall be noted on the pertinent permit so that appropriate revisions to the permit space program can be made.
- I. Confined Space Entry Permit
The Confined Space Entry Permit Form shall contain all of the necessary information for managing safe entry into the confined space. The following minimum requirements apply:

1. The permit space to be entered.

2. The purpose of the entry.

3. The date and the duration of the entry permit.

4. The authorized entrants within the permit space, by name or by such other means (for example, through the use of rosters or tracking systems) as will enable the attendant to determine quickly and accurately, for the duration of the permit, which authorized entrants are inside the permit space.

5. The personnel, by name, currently serving as attendants.

6. The individual, by name, currently serving as entry supervisor, with a space for the signature or initials of the entry supervisor who originally authorized entry.

7. The hazards of the permit space to be entered.

8. The measures used to isolate the permit space and to eliminate or control permit space hazards before entry.

9. The acceptable entry conditions.

10. The results of initial and periodic tests performed, accompanied by the names or initials of the testers and by an indication of when the tests were performed.

11. The rescue and emergency services that can be summoned and the means (such as the equipment to use and the numbers to call) for summoning those services.

12. The communication procedures used by authorized entrants and attendants to maintain contact during the entry.

13. Equipment, such as personal protective equipment, testing equipment, communications equipment, alarm systems, and rescue equipment, to be provided for compliance with this section.

14. Any other information whose inclusion is necessary, given the circumstances of the particular confined space, in order to ensure employee safety.

15. Any additional permits, such as for hot work that have been issued to authorize work in the permit space.
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16. The confined space entry permit shall be displayed prominently at the job site for visual inspection.
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19.8 – Training

Each Entry Employer is required to train its employees so that attendants, authorized entrants and the entry supervisor can work safely in and around the confined space and assist in rescue operations. General training should be provided annually, and specific procedures reviewed prior to authorizing confined space work.

- A. Each Entry Employer shall provide training so that all employees whose work is regulated by this section acquire the understanding, knowledge, and skills necessary for the safe performance of the duties assigned under this section.
- B. Training shall be provided to each affected employee:
 1. Before the employee is first assigned duties under this section.
 2. Before there is a change in assigned duties.
 3. Whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained.
 4. Whenever the employer has reason to believe either that there are deviations from the permit space entry procedures required or that there are inadequacies in the employee's knowledge or use of these procedures.
- C. The training shall establish employee proficiency in the duties required by this section and shall introduce new or revised procedures, as necessary, for compliance with this section.
- D. Each Entry Employer shall certify that the required training has been accomplished. The certification shall contain each employee's name, the signatures or initials of the trainers, and the dates of training. The certification shall be available for inspection by employees and their authorized representatives.

19.9 – Equipment

Each Entry Employer must provide; maintain and ensure proper Use of testing, monitoring, communication, personal protective and rescue equipment. See equipment examples following:

- A. Testing and Monitoring Equipment:
 - Oxygen deficiency.
 - Flammable/explosion limits.
 - Toxicity levels (CO & H2S minimum).
- B. Communication/Warning Systems:
 - A voice or alarm activated explosion-proof type of system.
- C. Personal Protective Equipment:
 - Eye and face protection.
 - Head protection.
 - Body protection.
 - Hearing protection.

- Hand protection.
- D. Respiratory Protection:
 - Respirators.
 - Positive Pressure.
 - Supplied air respirators with a 10-minute escape pack.
- E. Rescue Equipment:
 - Full body or chest harness.
 - Retrieval system with mechanical advantage system lifelines.
 - Winch fall arrest capabilities.

19.10 – General Instructions

- A. Emergency egress must be provided for employees working within the confined space and adequate fire extinguishing equipment to cope with the potential hazard shall be nearby.
- B. Prior to entry into a confined space, consideration must be given to life support systems in the event of equipment/power failure. A positive plan of action is required. For example, in the event of an electrical failure air supply pumps, warning systems and other electronically powered devices would be inoperative.
- C. A plan of action must be prepared to provide a means of rescue from the confined space in the event of emergency. Consider that the person may be unconscious or not able to assist in being rescued.
- D. The action plan must also protect the rescue team from exposure to the same hazards as the person being rescued.
- E. Prior to entry into the confined space, emergency equipment such as lifelines, safety belts, fire extinguishers, breathing equipment and other devices appropriate to the situation must be ready and available. At least one person who has been instructed in CPR techniques must be immediately available. This person's knowledge of life support systems and life saving techniques should be verified.

19.11 – Record Keeping

- A. Records
 - 1. Documents for inspection, repair, and calibration results of all monitoring equipment must be retained for at least five (5) years.
 - 2. Medical evaluation and surveillance records must be retained for the worker's employment plus five (5) years.
 - 3. Documents for inspection and maintenance of all retrieval systems, ropes, harnesses, and other entry equipment must be retained for at least five (5) years.
- B. Training must contain the following:
 - 1. Date of training.
 - 2. Names and signatures of instructors.
 - 3. Location of training.
 - 4. Objectives of training.
 - 5. Names and signatures of students.
 - 6. Additional miscellaneous comments section.

7. Training reports and certificates must be available for inspections by employees and authorized representatives.

19.12 – Post & Label Spaces

All confined spaces must be posted and labeled as stated below:

- A. Must be in English and predominant language of non-English speaking workers.
- B. With the following signage: "Danger – Permit Required Confined Space, Do Not Enter".
- C. Emergency numbers are to be included.

Confined Space Entry Form

Description: _____ Location: _____

Contents: _____ NFPA Hazard Rating: _____

Comments: _____

POTENTIAL HAZARDS (check all that apply)

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Hazardous Residue | <input type="checkbox"/> Hazardous Atmosphere | <input type="checkbox"/> Engulfment |
| <input type="checkbox"/> Minimum Work Room | <input type="checkbox"/> Moving Machinery | <input type="checkbox"/> Poor Footing |
| <input type="checkbox"/> Solid Matt In-Flow | <input type="checkbox"/> Injury/Sudden Illness | <input type="checkbox"/> Hot Surfaces |
| <input type="checkbox"/> Solid Man Out-Flow | <input type="checkbox"/> Respirable Dust | <input type="checkbox"/> Fall Hazard |
| <input type="checkbox"/> Steam/Hot Water In-Flow | <input type="checkbox"/> Other (Specify): _____ | |

REQUIRED PRECAUTIONS BEFORE ENTRY

Isolate and Lockout

Test Space for:

- | | | | | |
|--|--------------------------------------|---|---------------------------------|--------------------------------|
| <input type="checkbox"/> % O ₂ | <input type="checkbox"/> % LFL | <input type="checkbox"/> ppm H ₂ S | <input type="checkbox"/> ppm CO | <input type="checkbox"/> Other |
| <input type="checkbox"/> Barricade Opening | <input type="checkbox"/> Ventilation | | | |

Other (Specify): _____

REQUIRED PRECAUTIONS DURING ENTRY

Surveillance Method: _____ Safety Hoist: _____

Ventilation: _____ Respirator: _____

Monitor Atmosphere: _____ Other PPE: _____

Safety Harness / Lifeline: _____

EMERGENCY ACTION PLAN

Entrants shall immediately self-evacuate if a hazard is detected or perceived. Stand-by person; use nearest telephone or (two-way) to call 911 to summon emergency assistance. If entrant is attached to a lifeline, attempt to extricate without entering the confined space. Standby person shall not enter to perform an unassisted internal rescue.

EMERGENCY RESPONSE INFORMATION

Agency Designated to Respond to an Emergency: _____

Access to Confined Space: _____ Entry Point _____

Depth at Entry Point: _____

Small Entry Opening: _____ (24" or less E) _____ Rescue Difficulty: _____

Most Likely Foreseeable Emergency: _____

Worst Case Scenario: _____

ENTRY PERMIT AND WORK AUTHORIZATION

Permit Date _____ Exp. _____

Issued By: _____ Issued: _____ Date: _____

Name of Confined Space: _____

Scope of Work: _____

Hot Work Authorized: ☐ YES ☐ NO Scope: _____

Comment: _____

Signatures of Authorized Entrants and Stand-By Person (may alternate ☐ Yes ☐ No)

1. _____ 3. _____ 5. _____

2. _____ 4. _____ 6. _____

Signatures verify that safety plan and applicable SDS's have been reviewed.

Specified Means of Hazard Control

Hazard Engine Controls/Personal Protective Equipment/ Verification of Hazard Control

Hazardous Atmosphere ☐ YES ☐ NO

Engulfment Hazards ☐ YES ☐ NO

Entrapment Hazards ☐ YES ☐ NO

Hazardous Energy ☐ YES ☐ NO

Hazardous Inflows ☐ YES ☐ NO

Fall Hazards ☐ YES ☐ NO

Falling Objects Hazards ☐ YES ☐ NO

Minimum Conditions for Entry ☐ YES ☐ NO

If conditions are not met entry is prohibited, if occupied the space must be immediately evacuated.

Oxygen Minimum 19.5% and maximum of 23.5%

Flammable Gas Not greater than 10% of LFL

Hydrogen Sulfide (H₂S) No greater than 10 ppm

Carbon Monoxide (CO) No greater than 35 ppm

Dusts Must not reduce visibility to <5 degrees

Hazardous Flows Must be secured and locked/tagged

Hazardous Energies Must be secured and locked/tagged

External Hazards External hazards must be controlled

Date _____ Name _____ Monitor # _____

_____ % Confined Space _____ % Oxygen _____ % LEL _____ ppm

_____ % H₂S _____ % ppm CO

Record Fresh Air Calibration _____

Confirm on this Line _____

Reviewed/ Cancelled by: _____ Date: _____

All employees' medical surveillance records, and air measurement to monitor exposure to toxic chemicals will be retained and incorporated in their individual personnel file for the duration of employment and retained for an additional 30 years. The individual air measurement documents will include the date it was taken, operation involving exposure, sampling and analytical methods used and evidence of their accuracy. Furthermore, the number, duration and results of the sample taken, and the type of respiratory protective device worn must be documented.

CHAPTER 20 - EXPOSURE CONTROL PLAN

20.1 – Purpose

The purpose of this Exposure Control Plan (ECP) is to eliminate or minimize employee occupational exposures to the hepatitis B virus (HBV), human immunodeficiency virus (HIV) and other infectious pathogens found in blood and other human body fluids during routine and emergency tasks in our operations. This ECP is also designed to comply with the OSHA Blood Borne Pathogens standard, 29 CFR 1910.1030.

20.2 – Scope

This ECP identifies the job classifications that may have potential exposure to blood and other potentially infectious materials. "Other potentially infectious materials" may be any fluid or solid, that is visibly contaminated with blood and all body fluids in situations where it is difficult or impossible to differentiate between body fluids: The OSHA standard defines these potentially- infectious- human- body fluids which include vaginal secretions, semen, amniotic fluid, cerebrospinal fluid (brain), synovial fluid_ (joints); pleural fluid- (chest), pericardial fluid (heart), peritoneal fluid (abdomen), and saliva in dental procedures (blood is usually present).

In our operations, the greatest concern is blood or other body fluids that may be present in a first aid situation or medical emergency. Employees in our plumbing operations may also have a potential exposure, particularly when working with existing wastewater systems.

Some employees are trained to render first-aid assistance as a collateral duty to their regular job assignment and are covered by this plan. All other workers who may voluntarily assist injured: or ill persons at our facility will be considered acting as "good Samaritans" and are not covered by our plan.

This ECP describes our methods of compliance and all employees subject to our plan must comply with its requirements. Failure to comply will be cause for disciplinary action.

The location manager and/or Safety Coordinator are responsible for program implementation at our location. The ECP will be reviewed and updated at least annually to reflect any new or modified tasks that affect an employee's exposure to blood or other infectious materials.

20.3 – Exposure Determination

In accordance with OSHA requirements, we have made an exposure determination to help identify employees who may incur an occupational exposure to blood or other potentially infectious materials. Our exposure determination has been made without regard to the use of PPE. That is, employees are considered to be exposed even if they wear protective equipment.

20.4 – Categories

There are three categories of employee job classifications in terms of exposures to blood borne pathogens. In our operations, these classifications are as follows:

A. Category I:

Employees who may routinely have exposure to blood, bodily fluids or tissues. In our operations, Category I employees are those who have been trained as part of our Response Team to Blood borne pathogen problems and employees who have been-trained to render first-aid/CPR assistance as a collateral duty to their regular job- assignment.

It is reasonably anticipated that employees involved in Response Team or first-aid/CPR activities will have a potential for mucous membrane or non-intact skin contact with blood, body fluids/tissues, or a potential for spills/splashes.

Category I employees will also include plumbers who work on existing wastewater systems. Use of protective measures is required for all employees engaged in Category I tasks.

At each project work site, we will have at least one or more employees that have been trained in first aid and CPR.

B. Category II:

Some employees in these positions may, at some time or another, have an occupational exposure to blood, body fluids, or tissues. However, this would be an unusual event.

In our operations, the normal work routine of Category II employees involves no exposure to blood, body fluids, or tissues but exposure or potential exposure may be required during unusual events or situations. Category II job classifications include housekeepers and maintenance personnel.

First aid/personnel have been specially trained to respond to any situations involving blood/body fluid exposures. Category II employees are instructed to call personnel whenever blood or body fluid situations are identified (i.e., bloody towels, body fluid spills/splashes, etc.).

Appropriate protective measures are also readily available to every employee in Category II tasks.

C. Category II:

These employees have no anticipated exposure to blood, body fluids, or tissues. Normal work routine involves no anticipated exposure to blood or body fluids. Persons in these job categories are not called upon as part of their employment to provide any first aid treatment or to be potentially exposed in any way. Other than those who may be involved in first aid assistance, these job classifications will typically involve all office and management personnel, sales.

Category I and II employees may have occupational exposures to Blood borne pathogens while conducting the following tasks and procedures:

1. Treating wounds, cuts, abrasions and burns.
2. Administering CPR.
3. Removing contaminated towels.
4. Cleaning up body fluid spills/splashes and waste materials.
5. Working with live, existing wastewater systems.
6. Disposing/decontaminating sharp objects contaminated with blood or other body fluids.

D. Control Measures:

Several methods of compliance are used at our location and at our project work sites to reduce the risk of exposure to potentially infectious materials. These methods include the following:

1. Universal Precautions:

We will practice “universal precautions” to prevent contact with blood and other potentially infectious material. First aid/CPR providers, plumbers and all other employees are instructed to treat all body fluids as potentially infectious materials.

First aid providers, for example, administering treatment to an employee with a cut should assume that the blood they might contact is infectious. The first aider should use recommended precautions (i.e., gloves, goggles, face shield, etc.) to prevent the victim's blood from entering a cut or splashing into their eyes, mouth, or other mucous membranes.

Equipment such as gloves and CPR masks will also help protect the injured person from contact with blood and other fluids from the first aider.

2. Engineering Controls:

Engineering controls will be used whenever possible to eliminate or minimize employee exposures without relying on the employee to take self-protective action. Management will be responsible for maintaining the engineering controls used in our operations.

3. Leak Proof Containers:

Management will provide leak proof, labeled or color-coded bags (red/orange) to be used for placement of towels, disposable materials, etc. that are contaminated with blood or other body fluids. First aid responder will be responsible for placing the soiled or suspect items in the leak proof/labeled bag for transport to a secured area. It will be held for pick-up by a contractor or to our own designated area for cleaning and decontamination.

4. Work Practice Controls

Approved work practices reduce the likelihood of employee exposure by requiring specific work procedures. In addition to following "universal precautions" and use engineering controls, the following safe work practice controls are required:

- a. Hand washing facilities are available at our project work sites and employees who have contact with blood or other potentially infectious materials are required to wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

The hand washing shall be thorough, using non-abrasive germicidal soap, running water and friction between the hands.

- b. Handling sharp broken glass should never be picked up by hand. A whiskbroom or scraper with a dustpan should be used to collect shards and pieces. The glass should be placed in a cardboard box or other container to help prevent injury to other employees during waste handling. If the broken glass is contaminated with blood or other body fluids, the employee should secure the area and contact their supervisor.

First Aid Responder will pick up the contaminated glass with a scraper and dustpan and place the glass in a labeled, puncture resistant and leak proof container. The pieces will then be decontaminated and placed in a cardboard box prior to disposal by normal methods.

A First Aid Responder member will also decontaminate the surrounding area (if necessary), along with the reusable sharp's container, scraper, and dustpan before returning same to the sharp's storage area.

- c. Knives, tools and other reusable sharps contaminated with blood or other body fluids should be handled in essentially the same manner. The employee should not touch the contaminated tool or surrounding area. The supervisor should be contacted, and they will notify a First Aid Responder.

The First Aid Responder member will wear appropriate personal protective equipment, place the contaminated knife or tool in a labeled, puncture resistant, and leak proof container.

The knife/tool will be decontaminated along with the surrounding area (if necessary) and the reusable sharps container. The knife/tool will then be cleaned again using normal methods before being returned to service, in accordance with Center for Disease Control and OSHA recommendations, we will only use approved, tuberculocidal cleaners for decontamination purposes. Use of these cleaners will correlate with our Exposure Control Plan and procedures recommended by the product manufacturer.

- d. Cuts from handling sheet metal and other sharp edged fabrication materials are a common exposure in our operations. Sheet metal and other materials contaminated with blood or other body fluids should be handled in the same manner as contaminated tools or equipment. The employee should not touch the contaminated material or surrounding area.

The supervisor should be contacted and they will notify a First Aid Responder. The First Aid Responder will wear appropriate personal protective equipment and decontaminate the material and surrounding area, as needed. The material will then be cleaned again using normal methods before being returned to use.

- e. The Response Team member will also decontaminate the carpet or other contaminated furnishings using approved materials. If the material is so soaked with blood or other body fluid that it is determined it cannot be reused, it will be disposed of by contacting the licensed hazardous waste handler utilized by our company.
- f. For any task involving potential exposure to blood or body fluids, material protective gloves must be worn. Hands should be washed before putting gloves on and after taking them off. If the employee's skin or mucous membranes (i.e., eyes, mouth, etc.) should come in contact with blood or other potentially infectious materials, employees are instructed to wash with germicidal soap and/or thoroughly flush the eyes/mouth with copious amounts of water as soon after the exposure as possible.

Disposable gloves and other protective equipment that are contaminated with blood or other body fluids shall be removed in a manner that prevents direct contact of blood/fluid with the skin. A protective/contaminated glove, for example, shall be peeled/rolled off one hand (so that it is inside out) and held at the fingertips of the remaining, gloved hand. The unprotected hand can then be used to peel the second glove from the uncontaminated wristband toward the fingertips and over the first glove. This practice helps ensure all contaminated surfaces are on the inside of the removed gloves.

The contaminated gloves will then be deposited in a labeled, color-coded bag or container for handling/disposal by a First Aid Responder.

Reusable gloves such as those for housekeepers, maintenance personnel, and plumber that may become contaminated with blood or other body fluids can be reused- provided they are decontaminated with an approved material. This will be accomplished by a First Aid Responder. These types of gloves will be discarded if they are cracked, peeling, torn, punctured, show other signs of deterioration or when their ability to function as a protective barrier is compromised.

- g. Employees suffering cuts or other injuries that result in potential contamination of tools, work surfaces or other materials with their blood or other body fluid will immediately report same to their supervisor.

If the cut is significant, the employee should apply direct pressure to their own wound until first aid or other medical personnel arrive. This will help reduce loss of blood and also help prevent unnecessary splashing and spilling. The supervisor will contact a trained first aider. The first aider will wear appropriate protective equipment and clean/decontaminate the involved tools.

- h. Food, drink, eating, drinking, smoking, applying cosmetics and lip balm, and handling contact lenses are prohibited in areas where there is reasonable likelihood of potential exposures.
- i. Examples of prohibited areas include the storage area for sharps and temporary hazardous waste storage, first aid areas, and areas undergoing decontamination. Food and drink may also not be kept in any shelf, cabinet, or storage areas where potentially infectious materials are present.
- j. We provide appropriate personal protective equipment at no cost to employees, for all personnel with occupational exposures to blood and other potentially infectious materials. Personal protective equipment helps eliminate or minimize the risk of infectious materials entering the worker's body through skin lesions or mucous membranes of the eyes, nose and mouth.

The protective equipment required in our program will only be considered appropriate if it does not permit blood or other body fluids to pass through or reach' the employee's clothing, skin, eyes, mouth or other mucous membranes under normal conditions of use and for the duration of time in which the equipment will be used. This personal protective equipment includes, but is not limited to, gloves, aprons/gowns (with plastic barriers), rubber rain suits and boots, face shields/eye protection and CPR mouthpieces with one-way valves.

Personal protective equipment for first aid personnel is available in appropriate sizes and will be issued by the Management. Management will evaluate the condition of PPE on at least a monthly basis.

Hypo-allergenic' gloves, glove liners, powerless gloves; or other alternatives will also be secured by the Safety Supervisor for employees who may be allergic to the gloves normally provided.

- l. Plumbers working on existing wastewater systems will be provided with protective suits or rain gear, rubber boots, rubber gloves, face shields, goggles, and hard hats. This equipment will be worn whenever there is reasonably anticipated exposure to blood or other body fluids. This equipment, if subject to splash or spill, will be decontaminated by a Response Team member for re-use.
- m. The area supervisor will provide protective, reusable gloves for employees involved in picking up towels, handling dirty uniforms, and other cleaning activities where an unexpected exposure to blood/fluid contaminated materials may be

anticipated. Other employees who may be involved in picking up or handling used towels or other materials that may be contaminated will also be provided with protective gloves by their supervisors as a precaution.

- n. The enforcement of personal, protective equipment use is the shared responsibility of the employee/supervisor. Failure to utilize required personal protective equipment will result in disciplinary action. Exceptions will only be allowed when it can be shown that the employee temporarily and briefly declined to use PPE when, under extraordinary circumstances, it was the employee's professional judgment that its use would have prevented the delivery of emergency medical treatment or exposed an increased hazard to the safety of the worker or co-worker.
- o. Personal protective equipment will also be repaired/replaced at no cost to employees. All garments penetrated by blood or other body fluids shall be removed immediately or as soon as possible. These will be placed in an approved bag/container for proper storage, disposal or decontamination. Employees will remove all contaminated PPE before leaving our location/job site.
- p. Protective gloves shall be worn when it is reasonably anticipated that an employee may have contact with blood or other potentially infectious materials. Disposable gloves are to be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured; or when their ability to function as a barrier is compromised. They will not be decontaminated for reuse - contaminated disposable gloves must be deposited in an approved bag/container. (See Work Practice Controls – Handling Contaminated Materials)
- q. Masks, eye protection and face shields will be used whenever splashes or sprays of blood or other potentially infectious materials may be generated and can reasonably be expected. Situations in our operations that might require this type of protection involve emergency first aid treatment or plumbing work on live/existing wastewater systems.

Masks and eye protection will be issued by Management to each first aid provider. Masks and eye protection are also available to plumbers who work on existing wastewater.

20.5 – Listing of Chemical Products

- A. BHL Federal will maintain a list of all the chemicals used on the premises. This list shall be updated yearly or more often as chemicals are added or deleted, and a copy of this list shall be kept on file with the safety department.
- B. Provide a system for the Purchasing/Safety Department to obtain material safety data sheets from the suppliers of chemicals. This system must include the following:
 - 1. A form letter requesting information.
 - 2. A flagging system to ensure that MSDSs have been received.
- C. Maintenance of MSDS files that should be available to employees, subcontractors, their representative(s), local jurisdictional authorities and to health or medical personnel as required by the regulations.

- D. The purchase requisitions should note that the proper labels are attached to all containers shipped.

20.6 – Emergency Response

BHL Federal shall annually submit a list of all-hazardous chemicals and materials, which are present in significant quantities (as defined by each state's local EPA office) to the local Fire Department by certified letter.

20.7 – Labels/Signs/PLA Cards

- A. All chemicals/hazardous materials received must have proper labels, and these labels must include the following:
1. Identity of chemical products or substances in the containers.
 2. Hazard warnings.
 3. Name and address of the manufacturer or other responsible party.
- B. The Purchasing/Safety department should be notified by the Receiving Department when material is received which does not comply with proper labeling so they can contact the supplier to correct it as soon as possible.
- C. All containers having chemicals must be labeled. Laboratory bottles, solvent cans, safety containers and dispensers will be included. Labels on containers smaller than one (1) gallon (3.7 liters) that are consistent with these standards will be provided. The only exception to this rule is that a dispensing container, used by one (1) person who fills the container from a bulk source and empties this dispensing container on his/her shift, does not need labeling.
- D. The original labels must not be removed from the containers; illegible labels must be replaced with spare labels or labels with similar warnings as the original. In cases where the chemical is substituted with a different chemical or mixture and poured into the same container, the original container must be relabeled to accurately reflect the hazards and the identity of the content.
- E. Signs:
1. In storage areas where similar chemical products are stored, signs/placards that identify the materials will be posted. These signs/placards must have information to transmit the required hazard information to employees.
 2. If any materials are to be transferred from one storage tank or container through a pipeline, labels with the required information will be affixed to the line at the discharge point.
- F. Placard: All storage areas, storage tanks of 1,000 gallons or greater, process vessels and reactors will display the appropriate placard(s). The appropriate placard should be determined in cooperation with the local Fire Department and NFPA guidelines.
1. On buildings smaller than 5,000 square feet, the placard shall be placed on the outside of the building. On buildings larger than 5,000 square feet, the placard shall be placed within the building, in appropriate areas outside the building.
 2. Where appropriate, all pipes and process lines whose contents and direction of flow are not obvious from the equipment served, shall be appropriately placarded, such that the placards are visible at access points.

20.8 – Training

- A. All employees who normally use, handle or transport chemicals will be trained in the hazards of that chemical. Training will be conducted annually by the Management. In the case when new chemicals

are introduced into the workplace, additional training on the hazards of the new chemicals must be accomplished by management. The training program must include the following:

1. The requirements of the Hazard Communication Program, which consist of the following:
 - a. Explanation of the Right-To-Know Law.
 - b. Employees Rights and Responsibilities,
 - c. The requirement of the hazard communication program.
 - d. Hazard determination.
 - e. The location and availability of the material safety data sheets (MSDS).
 - f. How to interpret and understand the MSDS.
 - g. Labeling and placard procedures.
 - h. Physical and health hazards of chemicals in the workplace.
 - i. Methods and observations that the employee may use to detect the presence of an accidental release or spill of hazardous materials in the work area.
 - j. The measure(s) that employees can take to protect themselves from these hazards (i.e., work practices, personal protective equipment, emergency procedures), as well as first aid/medical procedures.
- B. When a new employee is assigned or transferred to a job site in which hazardous materials are used, his or her orientation must include all of the above training elements, as well as all other specific safety and health training required.
- C. Contractors, vendors, and service personnel who have employees assigned to work on premises in areas where potential exposure to hazardous chemicals exist, must be informed of such hazards. This requirement will be accomplished at the start of a project when other safety, security and fire protection procedures are discussed and reviewed.

20.9 – Responsibility

- A. Management is responsible for establishing a training program for staff and line managers in proper procedures for purchasing chemicals. Line managers should continually review chemical needs/uses in order to replace them with less hazardous or non-hazardous chemicals.
- B. Staff and line managers will be held accountable for enforcing the established work rule for employees to ensure chemicals are being handled and used properly to eliminate or reduce exposures.
- C. Every employee will accept responsibility for safety performing his or her work in line with established work practices and precautions outlined on hazardous materials.

20.10 – HBV Vaccinations

Hepatitis B Virus (HBV) vaccinations are available at no cost to a few select people who, without regard to personal protective equipment, may have reasonably anticipated occupational exposure (contact with blood or other potentially infectious materials).

Post exposure evaluation and follow-up are also made available at no cost to employees who have had an exposure incident. An exposure incident means a specific eye, mouth or other mucous membrane, non-intact skin or parenteral contact (piercing of the skin or membranes from a cut or puncture) with blood or other potentially infectious materials. Our first aid providers will be offered HBV vaccination within 24 hours after rendering assistance in any situation involving the presence of blood or other potentially infectious material. This offer of HBV vaccination applies regardless of whether an actual "exposure incident" occurred as defined by the OSHA standard.

Management shall ensure that all medical evaluations and procedures including hepatitis- B vaccine and the vaccination series and post exposure follow-up are:

1. Made available at no cost to the employee.
2. Made available to the employee at a reasonable time and place.
3. Performed by or under the supervision of a licensed physician or by/under the supervision of another licensed healthcare professional.
4. Provided according to the recommendation of the U.S. Public Health Service.

All laboratory tests will be conducted by an accredited laboratory and at no cost to the employee.

Management is in charge of our hepatitis B vaccination program. The medical service provider we use to deliver this service is attached to the back of this ECP. Medical counseling and evaluation of reported illnesses will be provided for exposed employees regardless of their acceptance of HBV vaccination or HIV testing.

Hepatitis B vaccination shall be made available after the employee has received training in occupational exposure and within 10 days of initial assignment to our Response Team. Unless they have previously had the complete hepatitis B vaccination series or antibody testing reveals the employee is immune, or the vaccine is contraindicated for medical reasons. We will provide the employee with a copy of the healthcare professional's written opinion (within 15 days) indicating whether hepatitis B vaccination is indicated and whether vaccine was received. (See Hepatitis B Vaccination process flow chart in Section 5 of this manual.)

Participation in a pre-screening program is not a prerequisite for receiving hepatitis B vaccination. This procedure also applies to plumbers who will be working with live or existing wastewater systems.

If the employee initially declines hepatitis B vaccination but later (while still covered by the OSHA standard) decides to accept the vaccination, we will make the vaccination available. Any employees who decline our offer of hepatitis B vaccination will be required to sign the OSHA required declination form attached to this ECP indicating their refusal. The declination forms will be retained by the Safety Coordinator.

If the U.S. Public Health Service recommends, in the future, a routine booster of hepatitis B vaccine, we will make shots available.

CHAPTER 21 -WORKPLACE VIOLENCE

It is BHL Federal's policy to promote a safe environment for its employees. The company is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation and other disruptive behavior. While this type of conduct is not pervasive at our company, no company is immune. Disruptive behavior at one time or another will affect every company.

Violence, threats, harassment, intimidation and other disruptive behavior in our workplace will not be tolerated. That is, all reports of incidents will be taken seriously and dealt with appropriately. Such behavior can include oral or written statements, gestures or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premise and may be subject to disciplinary action, criminal penalties, or both.

We need your cooperation to implement this policy effectively and maintain a safe working environment. Do not ignore violent, threatening harassing, intimidation or other disruptive behavior. If you observe or experience such behavior by anyone on our premises or jobsites, whether or not he or she is an employee, report it immediately to a supervisor, manager or Shop Supervisor. Supervisors and managers who receive such reports should seek advice regarding investigating the incident and initiating appropriate action.

Threats or assaults that require immediate attention by POLICE should be reported by calling 911. I will support all efforts made by supervisors and managers in dealing with violent, threatening, harassing intimidating or other disruptive behavior in our workplace and will monitor whether this policy is being implemented effectively.

Workplace Violence

Workplace violence is a growing concern for small businesses and large corporations alike. Violent attacks may be perpetrated by employees as well as business clients. In many cases, there are indications of violent behavior before the attack is committed. The U.S. Department of Justice says 85 percent of those committing crimes exhibited clear warning signs prior to the incident. Alcohol and drug usage may influence a person's thought patterns, inflating stress. Almost 50 percent of fatalities in the workplace involve alcohol usage. Listed are some characteristics, warning signs, possible motives and ideas to defuse a possible violent situation.

Characteristics

- Person has a previous history of violence.
- Person suffers from low self-esteem, depression, or substance abuse.
- Is person withdrawn or a loner?
- Does person view change with fear?
- Is person antagonistic to others?
- Is person obsessive (cleanliness, weapons, religious, racial, etc.)?

Warning Signs

- Showing "strange" or socially unacceptable behavior, as deteriorating hygiene or frequent loss of temper.
- Emotional problems including substance abuse, depression or inappropriate emotional display.
- Showing poor performance at work (poor attendance, excessive tardiness, etc.)
- Displaying resentment or conflictive behavior toward others.
- Person approves of violence or uses violent or threatening behavior.
- Suicidal tendencies.

Possible Motives

- Suspended, laid off or fired.
- Passed over for promotion.

- Poor performance review.
- Disciplinary action or severe criticism from boss or coworkers.
- Home trouble, like divorce, custody battles, foreclosures, etc.
- Death in family or loss of a loved one.
- Benchmark date as company anniversary, chronological age, etc.
- Being kept waiting too long.
- Feel like they are not being taken seriously or not being listened to.
- Mistake or complaint goes uncorrected.

Diffusing

- Understand the mindset of the violent person. This person needs to be listened to, treated fairly and have their concerns understood.
- Actively listen to the person. Give them undivided attention, do not interrupt them and ask questions about points you do not understand.
- Avoid confrontation.
- Build an understanding and trust with the person. Be calm and polite, do not embarrass, belittle, or verbally attack them.
- Call the person to totally air all grievances without comment or judgment. Make eye contact but do not stare. Do not take insults personally but redirect the person to the real problem.
- Allow the person to make suggestions on a possible solution to their problem. They will be more likely to accept a resolution they helped create.
- Try to come up with a win-win solution. Move the focus from what you cannot do for them to what you can do.
- Do not approach or attempt any type of conversation with a person that is armed with a weapon. Notify the proper authorities and attempt to clear the area and warn people.

CHAPTER 22 - SUBSTANCE FREE WORKPLACE PROGRAM

22.1 – Purpose

Employees are entitled to a workplace free from the effects of substance abuse. The use of drugs and alcohol can have detrimental effects to employees. This company supports a zero-tolerance program and promotes treatment for illegal substance abuse.

We encourage those who use controlled substance, or abuse prescribed drugs, or alcohol to seek professional assistance in overcoming their problem. In this way, individuals who: successfully complete recommended substance abuse programs could return to work as employees in good standing according to the provisions of this policy outlined.

We recognize the balance for individual privacy and the need to provide a safe productive working environment. Above all, we recognize employees are our most valuable assets and we desire to promote a healthy satisfying working environment to provide for personal opportunities for growth.

22.2 – Applicability

This policy applies to all safety-sensitive and non-safety sensitive employees paid part-time employees, volunteers, contract employees, and contractors when they are on transit property or when performing: any safety-sensitive business. This policy applies to lunch periods or breaks when an employee is scheduled to return to work.

Visitors, vendors and contractor employees are governed by this policy while on transit premises and. will not be permitted to conduct business if found to be in violation of this policy.

Participation in the company's substance abuse program is a requirement for all employees, and therefore a condition of employment.

Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substance, or who fail to pass a drug or alcohol test, or refuse to submit a drug or alcohol test, shall be removed from duty and are subject to disciplinary action up to and including termination.

22.3 – Definitions

- A. *Medical Review Officer (MRO)*: a licensed physician, osteopathic physician, nurse practitioner, physician assistant or certified laboratory/test center who is responsible for receiving laboratory results and has appropriate medical training to interpret and evaluate an individual's sample (as urine, blood or saliva) together with the individual's medical history and any other relevant biomedical information for determination of usage involving drug(s) and/or alcohol.
- B. *Employee Assistance Program*: a confidential counseling service provided as a benefit to employees. These services include clinical professionals who are specialists in substance abuse and mental health fields.
- C. *Validated Test Result*: a positive test result, in which the MRO has evaluated the presence of control substance(s) from a sample. The MRO may discuss with the employee possible reasons the results were positive, as well as reviewing the copy of the Custody and Control Form or any other documentation for accuracy.

The employee always has the option to have a second sample analyzed and tested by an MRO of his or her choice. This employee request for a split sample test must be made with 72 hours of notice or of when notice reasonable would have been given of the original sample verified test results. Requests after 72 hours will only be accepted if the delay was due to a documentable fact(s) that were beyond the control of the employee. The employee will pay the cost of the second test when positive results are verified.

- D. *Substance Abuse Coordinator*: a person or persons designed to serve as a liaison between the employee and managing person(s) involved with this program.
- E. *Prescription Drug*: a drug prescription issued by a physician or other authorized prescriber (such as a dentist) and taken in accordance with the prescriber's directions for only the authorized user. All prescription drugs must be kept in the original container as received from the Doctor or pharmacy.
- F. *Over the Counter Drugs*: a drug used for its intended purpose and in accordance with package directions and any supplemental direction of the employee's physician. It is permissible to use these drug(s) on the jobsite; however, they must be kept in the original container as received at the store, doctor, or pharmacy.
- G. *Substance Abuse Management Company (SAMC)*: a third-party company contracted provides random testing, training and MRO services. (The MRO may be a separate entity, not a party of the SAMC).

The laboratory shall be approved by the U.S. Department of Health and Human Services. All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended.

- H. *Safety-Sensitive Position*: a job wherein an accident could cause loss of human life, serious bodily injury or significant property or environmental damage, including a job with duties that include immediate supervision of a person in a job that meets the requirement of this- paragraph.
- I. *Legally Used Controlled Substances or Drugs*: a controlled substance is defined as any illegal drug or substance identified in Schedules.1 through V of Section 202 of the Controlled Substance Act and as amended, and further defined by 21 CFR 1308.11 through 1308.15. This also includes any illegal drug, misuse of legally prescribed drugs and use of illegally obtained prescription drugs.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. Employees are not excused if the source of the alcohol is medicinal.

NOTE: Abuse of legal drugs will be dealt with in the same manner as the use of controlled substances.

An employee shall notify his or her supervisor and/or safety director whenever that person is using a prescription or over-the-counter drug, which may potentially affect safety or work performance. A determination on safety and/or work performance shall be made according to warnings and cautions received with a particular lawful drug.

No employee may perform a safety-sensitive function while taking any substance carrying a warning label that indicates that "mental functioning, motor skills or judgment maybe adversely affected, do not operate machinery," without reporting it to his or her supervisor and providing a written statement from the physician that assures the company that the individual may perform his or her duties in a safe manner.

BHL Federal reserves the right to take appropriate action, including relieving from work if the use of the drug may impair or is deemed likely to impair the abilities of worker's performance.

- J. *Substance Abuse Professional (SAP)*: a licensed or certified physician, psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
- K. *Reasonable Cause (same as Reasonable Suspicion)*: an employer believes the actions or appearance or conduct of the employee, are indicative of the use of a prohibited substance. The conclusion that reasonable suspicion exists must be based on specific, contemporaneous, articulable facts concerning the employee's appearance, behavior, and speech or body odor.

22.4 – Policy

BHL Federal prohibits the unlawful manufacture, distribution, sale, possession or use of controlled illegal and/or unauthorized substances on its premises or individual jobsites by employees and contractors. This includes while on company business or property, whether or not on duty, whether or not on company business or property, shall be guilty of misconduct and is subject to disciplinary action including discharge or suspension without pay, even for the first offense.

Test samples may be taken by the Safety Department, a qualified supervisor (2 Hour Training Program required) or an MRO. Samples may also be sent to a SAMC, and all secondary samples will be tested by a SAIVIC per employee or employer request.

The collection of samples shall be performed under sanitary conditions and with regard for the privacy of the individual from whom the specimen is being obtained and in a manner reasonably calculated to preclude contamination or substitution of the specimen.

Sample collections will be split into two components at the time of collection to permit a second independent confirmatory (SAMC).

BHL Federal will test on reasonable suspicion, those who appear to be under the influence of drugs and/or alcohol, (abnormal conduct or erratic behavior, body odors) or are convicted of drug-related offenses, or the focus of a criminal investigation involving drug possession, use or trafficking. Reasonable suspicion testing requires specialized training and only authorized personnel will have the authority to have testing performed.

Training required is to attend a minimum of two hours of initial training (see 49CFR part 382.603) and to attend on an annual basis thereafter, a - minimum of one hour of subsequent training. In addition to the trained person, a second person is required to verify the opinion of the witnessing person.

Enclosed is Exhibit C which shall be completed for evaluating suspicion person(s) by the trained person. Evaluation shall be a thorough process of investigating and documenting articulable facts, credible reports and reasonable inferences on employee's actions, work performance or behaviors.

Also included in reasonable suspicion is direct observation of drug use or possession, and/or an arrest of any drug related offense. Employees, who have a confirmed breath alcohol test of .02 but below .04, may have a second test after 2.5 hours. If the test result is below .02, the employee will be returned to work. If these test results remain .02 or greater, but below .04 the employee will be disqualified from returning to work for a minimum of eight hours. The employee will be required to resubmit to a test before their next assigned shift and will be allowed to work only with a negative test result.

An alcohol concentration of .04 or greater is considered a positive alcohol test and in violation of this policy. Reasonable suspicion shall include specific, contemporaneous, articulable observations concerning appearance, behavior, speech, or body odor from employee of alcohol. Workers in a critical work area, (safety-sensitive positions) are required to be absolute alcohol free when tested, unless a medical condition justifies any presence of alcohol.

Post-accident testing is conducted on employees who have contributed to or caused an accident involving a fatality, serious injury, or substantial damage to company and/or customer's property (Over \$1,000 damage). The decision to test will be made by authorized trained personnel. Testing must be performed within 8 hours for alcohol testing and 32 hours for drug testing from the time of the accident. Leaving the scene of an accident without justifiable explanation prior to testing will be considered to have refused the testing and their employment terminated. Employees to be tested not only include the operations personnel, but any covered employees whose performance could have contributed to the accident.

Return-to duty- testing is conducted on employees who have tested positive on drug or alcohol testing and are ready to return to work. This testing allows the company to ensure individuals are illegal drug/alcohol free before returning to work.

Follow-up drug or alcohol testing is conducted after an individual has successfully completed a rehabilitation program and returns to work. This employee is subject to periodic follow-up testing without notification for a minimum of six tests within the first 12 months, and testing at a lesser rate up to 60 months, an employee subject to follow-up testing remains separately subject to random drug and alcohol testing. Refusal of this testing, by worker, may result in termination or additional rehabilitation.

When our customers require a drug test, those employees assigned will be required to take the test(s). This also may include any random testing required by our customers. The refusal of an employee to take the test will result in disciplinary action up to and including termination of employment. Applicants that have tested positive: cannot reapply for employment for a period of not less than twelve months unless they successfully complete a substance abuse evaluation and/or treatment recommended by the evaluation. This evaluation and/or treatment will be at the applicant's expense. The following is a list of drugs which testing will be conducted, but not limited to:

- Amphetamines, including methamphetamine
- Barbiturates
- Benzodiazepines
- Opiates, including morphine and codeine
- Cocaine Metabolite
- Marijuana Metabolite
- Phencyclidine

It shall be the policy of BHL Federal to test on fair and equal- bases or an objective method. If a conflict arises between the terms of any current collective bargaining agreement and this policy, the provisions of the collective bargaining agreement shall govern. If a conflict exists between customer requirements and this policy or collective bargaining agreement the customer requirements shall prevail.

22.5 – Testing

- A. Random, the entire full and part-time active employees are required to submit to mandatory testing will obtain a SAMC to perform random testing on one of two methods:
 1. Coverage sampling is random testing intended to cover 100 percent of testing pool over a two-year period. Once an employee is chosen and tested the employee will not be chosen again for the sampling during the test period'. (24 months)

2. Complacency sampling is random selection where the employee's ID number is replaced after each time that it is drawn and can be selected, any number of times. Complacency sampling is accomplished at the rate of 5 percent per year.

NOTE: Random sampling may be at a different rate/frequency or method established by customers, based on their policies and procedures.

If it is determined that testing is necessary, (random, post-accident or reasonable suspicion) the employee will be escorted to the medical lab where the specimen will be collected and the employee is placed on administrative leave (with pay) until the results are reviewed by the MRO. Arrangements shall be made to drive the employee home after a positive exam/test or the employee may be allowed arranging his/her own transportation. The employee shall not be allowed to drive a motor vehicle or self-propelled means of transportation. If an employee refuses to take the test and attempts to leave the site supervision must allow her/him to leave but shall inform the employee that the local law enforcement will be contacted to inform them of their condition.

Rehabilitation, whether an EAP, employee benefit plan or any health care, shall be made available to the employee and shall be apportioned equally, however the employer shall not be required to pay more than two thousand dollars towards the cost of rehabilitation (this applies to employers with at least fifty employees). Any employee who refuses or fails to comply with treatment requirements, after care, or return to duty shall be subject to disciplinary action up to and including termination. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program(s). Employees who test negative under this policy will not suffer any loss as a result of testing.

Any employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Refusal also includes an inability to provide a sufficient urine, specimen or breath sample without a valid medical explanation, a verbal declaration, obstructive, behavior or physical absence resulting in the inability to conduct the test, as well as the refusal to sign required forms.

An employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration or substitution will be required to undergo an observed collection. Verification of these actions will result in employee's removal from duty and their employment terminated.

All employees are required to notify his/her supervisor of any drug statute conviction for a violation occurring in the workplace within 5 days after such conviction or of any conviction for driving a motor vehicle while under the influence. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.

Any applicant returning from a leave of absence of 30 days or more shall undergo urine drug testing and breath alcohol testing immediately following the offer of employment. This testing is also required for employees who have removed themselves from duty to complete a substance abuse treatment program.

BHL Federal affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Nothing in this policy would prohibit an employee represented by the union from requesting consultation from a representative. This policy does not require or create a legal duty to conduct drug or alcohol testing and the requirements of this policy shall not be construed to encourage, discourage, restrict, limit, prohibit or require such testing.

The General Contractor may implement and require drug or alcohol testing at some but not all worksites. The requirements of this policy shall apply only to employees who are at the worksite where drug or alcohol testing has been implemented.

BHL Federal may test employees and prospective employees for the presence of drugs or alcohol as a condition of continued employment or hiring.

BHL Federal shall adhere to the requirements of this policy concerning the conduct of such testing and the use of such testing and the use and disposition of the results of such testing.

Substance Free Workplace Policy Acknowledgement Agreement

This will acknowledge that I have received, read, and understand the Substance Free Workplace Policy and understand as a condition of my continued employment with BHL Federal. I must comply with the principles and policies set forth in these policies. I understand I will be required to sign an annual certification of compliance.

Neither this acknowledgment nor the policy is meant to vary or supersede the regular terms and conditions of my employment.

This acknowledgment will become part of my personnel file.

Signature _____ Printed Name _____ Date _____

CERTIFICATION OF SUBSTANCE FREE STATUS:

CONTRACT/JOB NUMBER: _____

DESCRIPTION OF WORK: _____

EMPLOYEE NAME: _____

DATE OF SAMPLE TAKEN: _____

TESTING LABORATORY TEST UTILIZED: _____

CERTIFICATION OF NEGATIVE TEST RESULTS/ OR CERTIFICATION OF COVERAGE UNDER RANDOM PROGRAM: _____

THIS SAMPLE WAS TAKEN FOR:

☐ PROSPECTIVE EMPLOYEE ☐ RANDOM

111 FOR CAUSE/POST ACCIDENT Li WORKSITE REQUIRED

****DO NOT SEND ACTUAL TEST RESULTS****

I HEREBY CERTIFY THE ABOVE TO BE CORRECT TO THE BEST OF MY KNOWLEDGE

FIRM NAME OF CONTRACTOR/EMPLOYER: _____

BY: _____

TITLE: _____ DATE: _____

VERIFIED BY: _____

COMPANY OFFICER: _____

PRIME CONTRACTOR'S FIRM NAME: _____

BY: _____

TITLE: _____ DATE: _____

Reasonable Suspicion Form

NOTE: The use of this form requires special training on "Recognition of Substance Abuse" and 1 witness in addition to the trained person. You must be able to describe the condition(s) you observe. Examples of conditions are given and you should be able to expand your observations in the space provided: use additional paper if necessary: IF YOU CANNOT DESCRIBE IT, YOU DON'T HAVE IT.

Examples of reporting for work unfit:

- Glazed eyes
- Slurred speech
- Unsteady gait
- Body odor
- Yawning or sleepiness

Examples of Erratic Behavior:

- Argumentative
- Displays violent behavior
- Depressed
- Irritable
- Highly emotional
- Withdrawn
- Improperly talkative
- Different behavior after lunch

Examples of On-The-Job Absenteeism:

- Physical illness on the job
- Frequent trips to bathroom
- Continued absences from work site
- Long breaks
- Sleeping or dozing on the job

Examples of Poor Relationships on the Job:

- Inconsistent work pace
- Frequent needs instruction
- Wide swings in morale and motivation
- Borrowing money from co-workers
- Unable to work with others
- Frequent complaints from co-workers
- Overreaction to real or imagined criticism
- Unreasonable resentments
- Uses employee time and skills inefficiently

Examples of High Accident Rate:

- Accidents on the job and more accidents than the norm
- Near accidents
- Accidents off the job

- Failure to wear safety equipment
- Complaints from co-workers regarding disregard of safety standards

Examples of Appearance:

- Flushed
- Bloodshot eyes
- Dry-mouth symptom
- Runny nose
- Nose sores
- Puncture marks
- Inappropriate wearing of sunglasses
- Tremors
- Profuse sweating
- Disheveled
- Dilated/constricted pupils

Examples of Behavior (speech):

- Confused
- Incoherent
- Slowed
- Slurred
- Silent
- Whispering

Examples of Motor Skills:

- Swaying
- Falling
- Staggering
- Arms raised for balance
- Reaching for support more than normal

Examples of Lower Quantity/Productivity:

- Inconsistent work pace
- Overwhelmed by realistic workload
- Unable to work independently
- Consistently falls behind in work
- Unavailable for extra work
- Takes longer and longer to do the same job
- Does not use equipment properly
- Frequently needs instruction
- Does not know work tasks

Examples of Miscellaneous:

- Presence of alcohol and/or drugs in associates' possession or vicinity
- Employee admission of usage

Are there any other witnesses?

Other Observations:

EMPLOYESS EXPLANATION/REASONS FOR HIS/HER CONDUCT:

Once the above portion of form has been completed by you and a witness, you are now ready to take a position with the employee. Be certain to follow company procedure as outlined in the DRUG-FREE WORKPLACE POLICY.

☐ Employee has agreed to test

☐ Employee has not agreed to test

NOTE: Testing must be completed within eight hours for alcohol and 32 hours for drugs. DO NOT allow employee under influence of alcohol or drugs to drive home or to the testing center.

Supervisor/Manager Signature _____

Witness Signature _____

Follow-up notes:

CHAPTER 23 - GLOVE PROGRAM

BHL Federal provides all employees with personal protection equipment to suit the task and known hazards. Equally as our commitment to safety, we hope our employees will reinforce and be proactive to their safety as well. Glove usage is required, and such will lessen the likelihood of occupational injuries and/ or illnesses. As other required personal protection equipment, gloves initially may seem awkward and inconvenient, however in a short period of time we accept the benefits versus consequences. Gloves are a tool for efficiency.

Gloves require a hazard analysis to determine what hazards are present, or likely to be present. Based on this analysis the following action will be taken:

1. Select and have each affected employee use the proper glove.
 - a. Skin absorption of harmful substances.
 - b. Severe abrasions.
 - c. Punctures.
 - d. Chemical burns.
 - e. Thermal burns.
 - f. Harmful temperature extremes.
2. Communicate selection decisions to each affected employee.
3. Select gloves that properly fit each affected employee.
4. Gloves alone shall not be relied on to provide protection, but also be used in conjunction with guards, engineering controls and sound safety practices.
5. Gloves shall be replaced periodically, depending on frequency of use and permeability to substances handled. Gloves overtly contaminated shall be rinsed and carefully removed from use.
6. Gloves should also be used whenever it is necessary to handle rough or sharp-edged objects-and very hot or cold materials. Examples of gloves include leather, welder's gloves, and aluminum-backed and other types of insulated glove material. (See attached guide)

Careful attention must be given to protecting your hands when using tools and machinery. Power tools and machinery must have guards installed or incorporated into their design to prevent hands from contacting the "point of operation", power trains and/or moving parts. To protect the hands from injury due to contact with moving parts it is important to:

1. Ensure guards are always in place and used at all times.
2. Always lock out machines, tools or products being worked on and disconnect the power before making repairs.
3. Give materials you are working on or near a visual inspection before you make hand contact.
4. Do not wear gloves around moving machinery, such as drill presses, mills, lathes and grinders.
5. Do not wear rings or bracelets.

Selection of hand PPE shall be based on an evaluation of the performance characteristics of the hand protection relative to the tasks to be performed, conditions present, duration of use and the hazards and potential hazards identified.

Again, there is no glove that provides protection against all potential hand hazards. Commonly available glove materials provide only limited protection with chemicals. Select gloves most appropriate for the situation, determine how long they can be worn, and whether they can be reused.

For general use, as long as the performance characteristics are acceptable, it may be more cost efficient to regularly change less priced gloves than the more expensive types. Also, the work activities of the employee should be studied to determine the degree of dexterity required, the durations, frequency, and degree of exposure of the hazard, and the physical stresses that are applied.

GENERAL CATEGORIES OF GLOVE USAGE

Always read the Material Safety Data Sheet when dealing with chemicals. There is no one glove that is good for all situations. Read the characteristics of glove materials pertaining to thickness, permeation rate and exposure time will vary.

CHEMICALS EVENTUALLY PERMEATE ALL GLOVES' MATERIALS: CHECK PERMEATION RATE and TIME FOR EACH GLOVE TYPE.

**NOTE: One type of glove will not work for all situations.*

Chapter 24 - SEXUAL HARASSMENT

Statement of Policy

BHL Federal does not and will not tolerate harassment of our employees. The term "harassment" includes, but is not limited to, slurs, jokes and other verbal, graphic or physical conduct relating to an individual's race, color, sex, sexual orientation, religion, national origin, citizenship, age, disability, status as a special disabled veteran, veteran of the Vietnam era, or other covered veteran or other protected categories. Harassment is prohibited by this policy.

BHL Federal is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct that may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

BHL Federal's policy on harassment is part of its overall affirmative action efforts pursuant to state and federal laws prohibiting discrimination. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, and the Illinois Human Rights Act (Section 2-105).

Each employee of BHL Federal bears the responsibility to refrain from any harassment, including but not limited to sexual harassment, in the workplace. No employee, male or female, should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from sexual harassment.

All forms of discrimination and conduct, which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner. All employees, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this Policy and to abide by the requirements it establishes.

Definition of Sexual Harassment

According to the Human Rights Act, sexual harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly, a term or condition of an individual's employment.
2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination Under Title VII of the Civil Rights Act of 1964 as amended in 1991.

Responsibility of Individual Employees

Each individual employee has the responsibility to refrain from harassment in the workplace. While any employee should feel free to simply ask a co-worker or an employee of a customer or vendor to stop an offensive behavior, there may be situations when this is not a comfortable or appropriate initial step. In that case, if you believe you have been the subject of harassment, you should report the alleged conduct immediately to your Supervisor or Manager.

An investigation of any complaint will be undertaken immediately. For further assistance, you can contact the Illinois Department of Human Rights, or other state specific agency.

An individual employee, who sexually harasses a fellow worker, is liable for his or her individual conduct. Any employee found to have harassed another employee, or to have retaliated or discriminated against an employee for complaining about harassment will be subject to appropriate disciplinary actions up to and including termination.

Employees are strongly encouraged to notify the appropriate person if they feel that they have been subject to harassment. By reporting the incident immediately, a complete investigation can be made, and the appropriate actions taken. Please do not assume that the organization is aware of your problem. It is your responsibility to bring your complaint or concern to our attention so that we can help you resolve it.

Employees are prohibited from using any of the Company's electronic data systems for the purpose of sending or distributing any materials that may reasonably be considered offensive based on race, sex, or any other protected category. Similarly, employees are prohibited from using the Internet during work time, while on Company business, or on Company equipment to access Internet sites, which contain offensive material, related to sex, race, or other protected categories. Employees who violate these prohibitions will be subject to discharge.

Responsibility of Supervisory Employees

Each supervisor is responsible for maintaining the workplace free from sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct.

The courts have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a customer, contractor, sales representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline, or on the supervisor acting as an agent of the organization. As such, supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident, of sexual harassment or a complaint with seriousness, take prompt action to investigate it, report it and end it, implement appropriate disciplinary action, and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior that constitutes sexual harassment but does not want to make a formal complaint.

In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

False and Frivolous Complaints

BHL Federal recognizes that the issue of whether harassment has occurred requires factual determination based on all the evidence received. We also recognize that false accusations of harassment can have serious effects on innocent people.

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith that cannot be proven.

Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action. We trust that all employees will continue to act in a responsible and professional manner to establish a harassment-free work environment.

Chapter 25

Site Information

Contact Information

| | |
|--------------------|--------------------------|
| Corporate Officer- | Christian Baumgardner |
| Cell Phone- | 609 214 3627 |
| Email- | christian@bhlfederal.com |

| | |
|---------------------------|------------------------|
| Corporate Safety Officer- | Barry Monroe |
| Cell Phone- | 407 717 0419 |
| Email- | bmonroe@bhlfederal.com |



2025 Quality Control Program



Overview:

To establish and maintain a robust quality control program that ensures the delivery of high-quality residential construction projects, meets client expectations, and adheres to industry standards and regulations.

1. Pre-Construction Planning:

- Conduct thorough pre-construction planning to define project requirements, specifications, and quality objectives.
- Develop quality control plans for each project, outlining specific inspection and testing requirements, as well as acceptance criteria.

2. Supplier and Subcontractor Qualification:

- Select suppliers and subcontractors based on their track record, expertise, and adherence to quality standards.
- Require suppliers and subcontractors to provide documentation of quality certifications, licenses, and insurance coverage. No subcontractor steps on site unless they are fully licensed and insured and have signed our MSA.
- Conduct pre-qualification assessments in person to evaluate the capabilities and capacity of suppliers and subcontractors to meet project quality requirements. Expectations are made crystal clear up front in this meeting. Each subcontractor starts with one project until the construction manager confirms they meet the quality standards of BHL Federal.

3. In-Process Quality Control:

- Complete QA/QC walks regularly complying with Company Cam Policy.
- Conduct regular inspections of workmanship, structural integrity, and installation techniques to ensure compliance with design plans and regulatory requirements.
- Complete BHL Federal framing checklists and Punchlist walks.

4. Continuous Improvement:

- Foster a culture of continuous improvement by soliciting feedback from clients, stakeholders, and project team members regarding quality performance.
- Analyze data and metrics related to quality control activities to identify trends, root causes of defects, and opportunities for enhancement.
- Implement corrective and preventive actions based on lessons learned from previous projects to drive ongoing improvement in quality outcomes.

5. Training and Education:

- Provide training and education to employees and subcontractors on quality control procedures, standards, and best practices.
- Offer specialized training on quality management techniques, inspection methods, and use of quality control tools and technologies.
- Encourage participation in professional development programs and industry certifications to enhance skills and knowledge related to quality assurance and quality control.



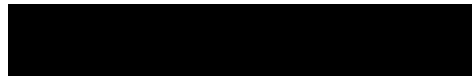
Company Cam Policy:

The following pictures are required by the superintendent of each project. This can be delegated to an assistant superintendent, runner, or warranty coordinator, but it is the superintendent's responsibility to make sure that these photos are taken on each job.

- Minimum of 10 photos per day when work is being performed.
- Green Building Photo's.
 - Slab prepped with capillary break (AVB).
 - All 4 sides of the home with sheathing installed before house wrap or seam tape.
 - All 4 sides of the home after house wrap or seam tape.
 - Close up photos of windows and doors with seams taped.
- Egress photos.
 - All finished flatwork.
 - All exterior grading around the home.
 - Finished path from sidewalk to home and driveway to home.
 - All steps, ramps, and thresholds.
 - Any trip hazards that were existing conditions not caused by BHL and not in BHL's scope of work (i.e. busted sidewalks, sewer clean-outs).
- Paperwork
 - Passed inspections.
 - Certificates of occupancy.
 - Compaction tests.

Clear and still photographs are the expectation. Photo's that cannot be read, do not count. The superintendent will ultimately be held accountable for this policy and his/her bonus will be partially based on their ability to adhere to this policy.

By implementing this quality control program, BHL Federal can ensure consistent delivery of high-quality construction projects that meet or exceed client expectations, enhance customer satisfaction, and uphold the company's reputation for excellence in the industry.



Christian Baumgardner / President, BHL Federal



2025 Company HUD Section 3 Lower-Income Residents Employment and M/WBE Partnering Plan

Overview:

As part of our commitment to promoting inclusive and equitable development, we have developed a comprehensive plan to actively recruit, train, and hire individuals who qualify as Section 3 residents under the U.S. Department of Housing and Urban Development (HUD) guidelines and actively engage and contract with locally owned businesses, minority/women-owned enterprises (MBE/WBE), and low-income residents as subcontractors on our projects. Our company recognizes the importance of leveraging these opportunities to address unemployment and poverty levels among Section 3 populations and creating opportunities for marginalized populations, thereby promoting social and economic mobility. Through targeted outreach initiatives, partnerships with local workforce development agencies, and vocational training programs, we aim to identify and equip Section 3 residents and qualified local and disadvantaged subcontractors with the skills and resources needed to succeed in the construction industry. By prioritizing the hiring of Section 3 citizens for various roles within our organization and awarding contracts to locally owned, MBE/WBE, and low-income resident subcontractors, we not only fulfill our regulatory obligations but also contribute to the long-term prosperity and resilience of the communities we serve. Additionally, we are committed to providing ongoing support, mentorship, and advancement opportunities to ensure the success and upward mobility of Section 3 employees within our company and that our subcontractors have the opportunity to grow and prosper alongside our company.

1. Needs Assessment:

- Conduct a thorough assessment of the current workforce demographics and subcontractor/vendor base.
- Identify areas of underrepresentation among lower-income residents and M/WBEs.
- Analyze existing hiring practices and procurement procedures to identify barriers to inclusion.

2. Stakeholder Engagement:

- Collaborate with community organizations, workforce development agencies, and chambers of commerce representing lower-income residents and M/WBEs.
- Establish partnerships with trade unions, apprenticeship programs, and vocational schools to recruit and train candidates from underrepresented backgrounds.

3. Outreach and Recruitment:

- Develop targeted outreach strategies to reach lower-income communities and M/WBEs.
- Utilize various channels such as job fairs, community events, social media, and local publications to advertise job openings and subcontracting opportunities.



- Offer informational sessions and workshops to provide guidance on the application process, skill requirements, and business development support.

4. Training and Development:

- Provide training programs, apprenticeships, and mentorship opportunities to build the skills and capacity of individuals.
- Collaborate with industry partners to offer specialized training in construction trades, project management, and business operations.
- Encourage continuous learning and professional development through access to certification programs and workshops.

5. Evaluation and Continuous Improvement:

- Establish key performance indicators (KPIs) to measure the effectiveness of the hiring plan.
- Conduct regular evaluations to assess progress, identify challenges, and make necessary adjustments.
- Solicit feedback from employees, subcontractors, and community partners to inform future initiatives and ensure ongoing engagement.

By implementing this inclusive hiring plan, BHL Federal can not only diversify its workforce and subcontractor base but also contribute to the economic empowerment and development of lower-income residents and M/WBEs in the community.



Christian Baumgardner / President, BHL Federal

Expiration Date

2025

License No.

105049

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Baumgardner House Raising, LLC

Egg Harbor Township, NJ

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



Chairman

Secretary-Treasurer



NORTH CAROLINA

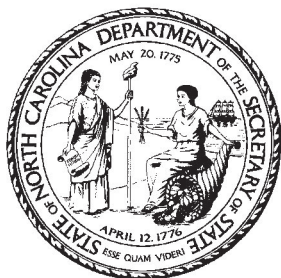
Department of the Secretary of State

CERTIFICATE OF AUTHORITY

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

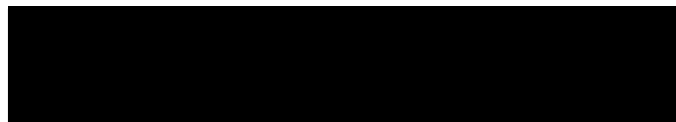
BAUMGARDNER HOUSE RAISING, LLC

having filed on this date an application conforming to the requirements of the General Statutes of North Carolina, a copy of which is hereto attached, is hereby granted authority to transact business in the State of North Carolina.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 9th day of October, 2024.



Secretary of State



BHLFEDE-01

BGAYNOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

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

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

| | | |
|---|--|--------------|
| PRODUCER Insurance Agencies, Inc. 1601 New Road Suite 100 PO Box 225 Northfield, NJ 08225 | CONTACT NAME: Brandy Gaynor | |
| | PHONE (A/C, No, Ext): (609) 646-1000 615 FAX (A/C, No): | |
| | E-MAIL ADDRESS: bgaynor@insuranceagenciesinc.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Kinsale Insurance Company | 38920 |
| | INSURER B : AmGuard Insurance Company | 42390 |
| | INSURER C : LMI Insurance Company | |
| | INSURER D : Hiscox Insurance Company Inc. | 10200 |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 0100248625-1 | 7/12/2024 | 7/12/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project** \$ |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BHAU661384 | 1/8/2025 | 1/8/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 Un/Underinsured \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 0100249898-1 | 7/12/2024 | 7/12/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC5-33S-B24640-014 | 7/20/2024 | 7/20/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Pollution Liability | | | ANE5327930.24 | 7/20/2024 | 7/20/2025 | Aggregate \$ 1,000,000 |
| D | Professional Liab | | | ANE5327930.24 | 7/20/2024 | 7/20/2025 | Aggregate \$ 1,000,000 |

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

CERTIFICATE HOLDER CANCELLATION

State of North Carolina
Department of Commerce
Division of Community Revitalization
301 North Wilmington Street
Raleigh, NC 27601-1058

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

