



## Sub-Contractor Pre-Qualification Package

This package must be completed in full and submitted no less than one week prior to the start of any contract or job with any business or organization performing work for CMW. Completion of package does not provide qualification to perform work for CMW. Any Sub Contractor whose scope of work is covered by this agreement must receive approval from Purchasing Department prior to commencement of job. Any unauthorized work may be subject to non-payment.

CMW's Subcontract agreement contains 4 components that must be completed in full in order to be submitted for approval:

- 1) Section A-- Subcontractor Contact Sheet
- 2) Section B-- Subcontractor Agreement
- 3) Section C-- Subcontractor Safety Questionnaire
- 4) Section D-- W9

Once all of these sections have been completed the package needs to be submitted to CMW's Purchasing Department for review. Upon review the authorized representative of the party seeking approval will receive notification as to whether or not the organization will be eligible to perform for CMW.

A Sub contractor is anyone who is defined as taking a portion of a contract from CMW or a Sub Contractor that CMW has contracted to perform work. This is relevant in any Field or On Site operations that require a sub contractor to send crews physically to any location under contract with CMW. There are 2 examples listed below for clarification:

- 1) A company entering a customer facility to perform work on site to assist CMW in completion of primary contract would be considered a subcontractor.
- 2) A company contracted to do Fabrication work that will be performed at their site and shipped to a designated facility would be considered a vendor.

In addition to the above mentioned requirements any Sub Contractor entering into an agreement with CMW will be required to follow all of CMW's Safety Policies and Procedures as well as a customer requirement that may be present. It is the responsibility of the sub contractor to educate their employees on these policies prior to commencement of any job. If at any time a question may arise, a Sub Contractor is encouraged to check with CMW's Safety Department to gain clarification on the correct procedure or policy to follow. Sub Contractor will also make their operation accessible to CMW Safety Personnel of job site activities while under contract with CMW.



**Sub Contractor Contact Sheet**

Please complete this form and return it with the Sub Contract Pre Qualification package.

**PRIMARY CONTACT**

Name: \_\_\_\_\_

Office Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

**SECONDARY CONTACT**

Name: \_\_\_\_\_

Office Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_



### SUBCONTRACT AGREEMENT

**THIS SUBCONTRACT AGREEMENT** (“Subcontract”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between **CENTRAL MAINTENANCE & WELDING, INC.** (“Contractor”) and \_\_\_\_\_ (“Subcontractor”) (Contractor and Subcontractor are collectively referred to as the “Parties”).

#### PREAMBLE

**WHEREAS**, Contractor entered into a contract (“Contract”) with \_\_\_\_\_ (“Owner”) for \_\_\_\_\_ (“Contractor’s Scope of Work”);

**WHEREAS**, the Parties desire that Contractor subcontract to Subcontractor that portion of Contractor’s Scope of Work identified in this Subcontract;

**WHEREAS**, the Parties intend that this Subcontract establish an independent contractor and/or subcontractor relationship, not an employment relationship, and Subcontractor acknowledges that under this Subcontract, Subcontractor and its employees are not entitled to any emoluments, benefits, or rights of an employee of Contractor;

**WHEREAS**, the Parties further intend that Subcontractor shall: Have control over the means and methods of performing its work under this Subcontract; have the opportunity for profit and loss based on Subcontractor’s initiative, skills, judgment, and foresight; and, have a substantial investment in the business of Subcontractor’s work under this Subcontract; and,

**WHEREAS**, the Parties acknowledge that Subcontractor’s work under this Subcontract is not an integral part of Contractor’s business and that this Subcontract is terminable at will by either of the Parties as set forth below.

**NOW THEREFORE**, in consideration of the several and mutual promises, agreements, warranties, representations, releases, and covenants contained in this Subcontract, and for other

good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, Contractor and Subcontractor agree as follows:

1. **Incorporation Of Preamble.** The foregoing Preamble is fully incorporated in and made an integral part of this Subcontract.

2. **Scope Of Work.** Subcontractor will perform the following work under this Subcontract (the “**Work**”):

See **EXHIBIT A**, which is attached hereto and fully incorporated herein.

It is incumbent upon Subcontractor to use its initiative, skills, judgment, and foresight in performing its Work.

3. **Time Is Of The Essence.** Time is of the essence in performing the Subcontractor’s Work under this Subcontract.

4. **Warranty Of Subcontractor’s Work.** Subcontractor warrants that its Work under this Subcontract will be free from defects for a period of 2 years from the date of the Subcontractor’s final completion, including punch list, of its Work under this Subcontract (the “**Warranty Period**”). Upon written demand by the Contractor within the Warranty Period, Subcontractor shall be responsible for repairing or replacing any defective Work. Time is of the essence for any repair or replacement required by this warranty. If Subcontractor is unable or unwilling, for whatever reason, to repair or replace its defective Work as demanded, Subcontractor shall be liable to Contractor for all costs and expenses that are necessary, in Contractor’s sole discretion, to repair or replace the defective Work on Subcontractor’s behalf. This express warranty is in addition to any warranties implied under Florida law.

5. **Subcontractor’s Work To Be Performed In Accordance With The Contract.** The Contractor and Subcontractor shall be mutually bound by the terms of this Subcontract and, to the extent that provisions of the Contract apply to the Subcontractor’s Work, the Subcontractor assumes toward the Contractor all obligations and responsibilities that the Contractor assumes toward the Owner under the Contract. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor which the Owner, under the Contract, has against the Contractor, insofar as applicable to this Subcontract. Where a provision of the Contract is inconsistent with a provision of this Subcontract, this Subcontract shall govern. Nothing in this section gives, or may be construed to give, Owner any rights or claims against the Subcontractor nor any greater rights against Contractor than Owner has under the Contract.

6. **Contractor Does Not Warrant The Fitness Of Plans And Specifications.** Prior to bidding, Subcontractor should visit the Project site and take whatever steps are necessary to determine the nature and extent of the work required to complete Subcontractor’s Work under this Subcontract.

Contractor expressly disclaims any warranty to Subcontractor of the fitness or accuracy of the plans and specifications that are part of this Subcontract. The Subcontractor shall examine the site of the Work and adjacent premises and the various means of approach to the site, and

shall make all necessary investigations in order to inform itself thoroughly as to the character and magnitude of all work involved in the complete execution of the Work shown in this Subcontract. The Subcontractor shall further inform itself as to the facilities for delivering, handling, and installing the construction plant and other equipment and the conditions and difficulties that will be encountered in the performance of the Work. No plea of ignorance of conditions that exist or that may hereafter exist, or of the difficulties that will be encountered in the performance of the Work, as a result of the failure to make necessary examinations and investigations, will be accepted as sufficient excuse for any failure or omission on the part of the Subcontractor to fulfill in every detail all requirements of this Subcontract, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

In addition to and not in derogation of the Subcontractor's duties under this Subcontract, the Subcontractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Subcontractor with this Subcontract before commencing Work. Errors, inconsistencies, or omissions discovered or which reasonably should have been discovered shall be reported to the Contractor at once. The Subcontractor shall be responsible for any errors, inconsistencies, or omissions that are not discovered but that reasonably should have been discovered by a prudent subcontractor performing the services and work to be provided hereunder.

**7. Subcontract Price And Payment.** The Contractor will pay the Subcontractor for its Work as follows (the "**Subcontract Price**"):

See **EXHIBIT B**, which is attached hereto and fully incorporated herein.

Subcontractor shall be responsible for the reporting and payment of all applicable taxes regarding the Subcontract Price and any modifications thereto.

**8. Pay When Paid.** The Contractor shall pay the Subcontractor, subject to the condition precedent stated in this section, each progress payment in current funds within 10 business days of the Contractor's receipt of payment for such progress from the Owner. It shall be a condition precedent to any liability of the Contractor to the Subcontractor for any payment to the Subcontractor, that the Contractor be in receipt of payment from the Owner for the Subcontractor's work. If the Owner has not paid the Contractor for any reason whatsoever, including the Owner's financial inability to pay or other reason not related to this Subcontract, the Subcontractor agrees that the Contractor shall not be liable for payment, nor be indebted to the Subcontractor. The Subcontractor assumes the credit risk of the Owner and agrees that the Subcontractor has relief on the Owner's credit and not that of the Contractor.

**9. Change Procedure.** As provided under the Contract, the Owner may make changes in the Work by issuing modifications to the Contract. Upon receipt of such a Modification issued subsequent to the execution of this Subcontract, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modification(s) to the Contract.

The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Contract issued subsequent to the execution of this Subcontract, the Subcontract Price and the time for the Work under this Subcontract being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Price and the time for the Work under this Subcontract for such revised Work in a manner consistent with requirements of this Subcontract.

The Subcontractor shall make all claims promptly to the Contractor for additional cost and extensions of time or other causes in accordance with this Subcontract. A claim that will affect or become part of a claim which the Contractor is required to make under the Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Contract. Such claims shall be received by the Contractor not less than 2 business days before the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound under the Contract.

**10. No Damages For Delay.** NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CONTRACTOR BY REASON OF ANY DELAYS. The Subcontractor shall not be entitled to an increase in the Subcontract Price or payment or compensation of any kind from the Contractor for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Subcontractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Contractor or its agents. Otherwise, the Subcontractor shall be entitled only to extensions of the time for the Work under this Subcontract as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**11. No Agency Authorization.** Subcontractor is not authorized to act as Contractor's agent. Subcontractor will not sign any contracts or agreements in the name of the Contractor. Subcontractor will not hold itself out to be an agent of Contractor, nor will Subcontractor through silence allow another to reasonably believe Subcontractor is an agent of Contractor. Subcontractor will not seek to argue that it is an agent of Contractor and shall not be deemed to be an agent of Contractor.

**12. Compliance With Laws.** Subcontractor acknowledges that it is an independent contractor as that term is defined by Florida law, and that it has executed the Independent Contractor Affidavit that is attached hereto as **EXHIBIT C**, which is fully incorporated herein. Subcontractor further agrees that the performance of the Subcontractor's Work shall be in strict compliance with all governing laws, regulations, ordinances, and codes. Additionally, Subcontractor agrees to comply with all applicable federal, state, and local labor and employment laws with respect to its employees. The Parties acknowledge and agree that, as

between Contractor and Subcontractor, there is no interrelation of operations, centralized control of labor relations, common management, common ownership, or common financial control.

**13. Mutually Beneficial Work Rules.** Contractor shall have the right to provide Subcontractor with work rules that are designed to promote the Contractor's image for the mutual benefit of Contractor and Subcontractor. Subcontractor agrees to obey any and all such rules. Except for these rules, Subcontractor shall have the right to establish the means and methods of carrying out its Work under this Subcontract.

**14. Safety.** Subcontractor agrees to establish and implement a safety program which is at least as comprehensive as Contractor's safety program. Further, Subcontractor agrees to take all reasonable and necessary precautions for the safety of Subcontractor's employees on the project, and comply with all applicable provisions of federal, state, and local safety laws and building codes, including but not limited to all applicable terms and conditions of the Occupational Safety and Health Act of 1970, as amended, and the Florida Workers' Compensation Act, as amended, and the rules, regulations, and standards promulgated thereunder, to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Further, Subcontractor agrees to pay all costs and expenses connected with such compliance.

Subcontractor hereby certifies that it has implemented and enforces a drug free workplace program that complies with Sections 440.101 and 102 the Florida Workers' Compensation Act and Section 59A-24 of the Florida Administrative Code.

The Subcontractor shall be solely responsible for the protection and safety of Subcontractor's workers, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction and training of Subcontractor's workers on safety including safety meetings at least once a week.

Any citation, penalty, or fine levied on Contractor resulting from Subcontractor's performance or lack of performance under this Subcontract shall be charged to Subcontractor, including all legal and administrative expenses, expert witness fees, paralegal fees, costs, and reasonable attorney fees.

**15. Insurance and Additional Insured.** Prior to starting any part of any Work under this Subcontract, Subcontractor shall furnish Contractor with certificate(s) of insurance in a form acceptable to Contractor evidencing that Subcontractor maintains insurance policies with the coverage and minimum limits, covering Subcontractor's contractual liability under this Subcontract as follows: Workers Compensation, including Statutory Employers' Liability Insurance will be maintained at a minimum of \$1,000,000; Comprehensive General Bodily Injury Liability Insurance, including Contractual (\$1,000,000 per person); Comprehensive General Property Damage Liability Insurance, including Contractual (\$1,000,000 per accident; \$2,000,000 aggregate) and an umbrella policy of a minimum of \$5,000,000. Such policies shall be maintained by Subcontractor in full force and effect until the Work has been completed and finally accepted, shall stipulate that it may not be reduced or canceled without thirty (30) days prior written notice to Contractor from the insurer(s) and shall state that the Contractor and the

Owner and their respective officers, directors, employees, and agents are named as additional insured's. All of such Subcontractors' insurance shall be designated as primary and any other insurance in force for the additional insureds will act as excess coverage only and will not be required to contribute in the payment of any claim made thereunder to the extent of the limits of liability afforded by Subcontractor's insurance. Subcontractor must use an insurance carrier with an A.M. Best rating of A- or better. In the event Contractor at any time believes Subcontractor's existing insurance coverage does not provide adequate protection, Contractor may, in its sole but reasonable discretion, require Subcontractor to procure additional insurance coverage or increase the amount of required coverage to a level deemed adequate by Contractor.

**16. Non-Liability And Indemnification.** Contractor shall not be liable for any losses, expenses, including legal expenses, damages, injuries, or violations of laws, regulations, or ordinances arising out of Subcontractor's performance or lack of performance under this Subcontract, or caused in whole or in part by Subcontractor, its agents, or employees. Subcontractor agrees to indemnify, defend, and hold harmless Contractor and Contractor's employees, customers, agents, officers, and directors from and against all liabilities, losses, claims, demands, and expenses, including all legal and administrative expenses, expert witness fees, paralegal fees, costs, and reasonable attorney fees, arising from Subcontractor's business or Subcontractor's performance or lack of performance under this Subcontract, or caused by Subcontractor, its agents, or employees. Subcontractor waives any and all subrogation rights related to Subcontractor's workers' compensation.

**17. Termination Of Agreement.** This Subcontract may be terminated by either party upon \_\_\_\_\_ day's written notice.

**18. Assignment.** Subcontractor may not assign this Subcontract without the written consent of Contractor. Subcontractor may not assign its rights or obligations under this Subcontract without the written consent of Contractor. Any purported assignment of this Subcontract or Subcontractor's rights or obligations under this Subcontract without the written consent of Contractor shall be void and of no effect.

**19. Governing Law.** This Subcontract shall in all respects be governed by and construed in accordance with the laws of the State of Florida.

**20. Severability.** All agreements, covenants, provisions, and sections of this Subcontract are severable and, in the event any of them are held invalid in litigation or arbitration, this Subcontract shall be interpreted as if such invalid agreements, covenants, provisions, or sections were not contained in this Subcontract.

**21. WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING OUT, UNDER, IN CONNECTION WITH, OR RELATED TO THIS SUBCONTRACT. THE PARTIES HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTIES, OR ANY OF THEM, OR THEIR COUNSEL HAS REPRESENTED EXPRESSLY OR OTHERWISE THAT THE PARTIES, OR ANY OF THEM, WOULD NOT, IN THE



EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THE PARTIES ACKNOWLEDGE THAT THEY EACH HAVE BEEN INDUCED TO ENTER INTO THIS SUBCONTRACT BY, *INTER ALIA*, THE PROVISIONS OF THIS SECTION.

**22. MANDATORY BINDING ARBITRATION.** THE PARTIES AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THIS SUBCONTRACT, EXCEPT THOSE WAIVED IN THIS SUBCONTRACT, SHALL BE SUBJECT TO MANDATORY BINDING ARBITRATION IN HILLSBOROUGH COUNTY, FLORIDA. UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE ARBITRATION SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION CURRENTLY IN EFFECT. DEMAND FOR ARBITRATION SHALL BE FILED IN WRITING WITH THE OTHER PARTY TO THIS SUBCONTRACT AND WITH THE AMERICAN ARBITRATION ASSOCIATION. A DEMAND FOR ARBITRATION SHALL BE MADE WITHIN THE TIME LIMITS SPECIFIED IN THE CONDITIONS OF THE CONTRACT, AS APPLICABLE, AND IN OTHER CASES WITHIN A REASONABLE TIME AFTER THE CLAIM HAS ARISEN, AND IN NO EVENT SHALL IT BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

**23. Prevailing Party Attorney Fees.** In the event that there is any litigation, arbitration, or mediation for enforcement, performance, damages, or interpretation of this Subcontract the prevailing party shall recover from the non-prevailing party all legal and administrative expenses, expert witness fees, paralegal fees, costs, and reasonable attorney fees, including any such expenses, costs, and fees that may be incurred in appellate proceedings.

**24. Section Headings Not To Be Used For Interpretation.** All Section headings in this Subcontract are for convenient reference only and shall not be considered in interpreting or construing this Subcontract.

**25. Subcontract Not To Be Construed Against Drafter.** This Subcontract shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Subcontract to be drafted.

**26. Counterparts and facsimile.** This Subcontract may be executed in counterparts and by facsimile or other electronic transmisson, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**27. Entire Agreement.** There are no oral or written agreements or representations between the Parties affecting this Subcontract not contained herein. This Subcontract supersedes and cancels any and all previous oral negotiations, arrangements, representations, agreements, and understandings, if any, made by, to, or between Contractor and Subcontractor, and their respective agents and employees with respect to the subject matter of and Work under this Subcontract.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound, set their hands and seals:

Witnesses:

**CENTRAL MAINTENANCE & WELDING,  
INC. (“CONTRACTOR”)**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
 (“SUBCONTRACTOR”)

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT A**

**SUBCONTRACTOR'S SCOPE OF WORK**

**EXHIBIT B**

**SUBCONTRACT PRICE AND PAYMENT**

## EXHIBIT C

### INDEPENDENT CONTRACTOR AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized in this jurisdiction to take oaths and acknowledgments, personally appeared \_\_\_\_\_ [name], who, being by me first duly sworn, deposes and says:

1. I am the \_\_\_\_\_ [title] of \_\_\_\_\_ (“**Subcontractor**”) and have personal knowledge regarding the business operations of Subcontractor.
2. Subcontractor maintains a separate business from Contractor, with Subcontractor’s own work facility, equipment, materials, and similar accommodations.
3. Subcontractor holds or has applied for a federal employer identification number or Subcontractor is a sole proprietor who is not required to obtain a federal employer identification number under state or federal requirements.
4. Subcontractor regularly performs or agrees to perform specific services and work for specific amounts of money and controls the means and methods of performing such services and work.
5. Subcontractor incurs the principal expenses related to the services and work that it regularly performs or agrees to perform.
6. Subcontractor is responsible for the satisfactory completion of the services and work that it regularly performs or agrees to perform and Subcontractor is or could be held liable for a failure to complete such services or work.
7. Subcontractor receives compensation for performing such services and work by commission or on a per-job or a fee basis and not on any other basis.
8. Subcontractors may realize a profit or suffer a loss in connection with performing such services and work.
9. Subcontractor has continuing or recurring business liabilities or obligations.
10. The success or failure of Subcontractor’s business depends on the relationship of business receipts to expenditures.
11. Subcontractor has attached to this Affidavit a true and correct copy of a valid certificate of workers’ compensation insurance.

12. Based on the foregoing, Subcontractor is an independent contractor as that term is defined under Section 440.02(15)(d) of the Florida Statutes.

13. I give this statement freely and voluntarily and pursuant to Chapter 440 of the Florida Statutes. My statements in this Affidavit are true and correct to the best of my knowledge and belief.

**FURTHER AFFIANT SAYETH NAUGHT.**

\_\_\_\_\_  
**AFFIANT**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ [name], the \_\_\_\_\_ [title] of \_\_\_\_\_ [Subcontractor], and its authorized agent for purposes of executing this Affidavit, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Signature  
Printed Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## SUBCONTRACTOR SAFETY QUESTIONNAIRE

List your firm's insurance interstate Experience Modification Rate (EMR) for the last three (3) years.

20\_\_\_\_ EMR \_\_\_\_\_

20\_\_\_\_ EMR \_\_\_\_\_

20\_\_\_\_ EMR \_\_\_\_\_

An EMR in excess of 1.00 will be reviewed and may result in disqualification. If in excess of 1.00 OSHA 300 logs must accompany agreement.

List OSHA Lost Work Day Case Incident Rate per (200,000 manhours) for the last three (3) years.

20\_\_\_\_ IR \_\_\_\_\_

20\_\_\_\_ IR \_\_\_\_\_

20\_\_\_\_ IR \_\_\_\_\_

An incident rate over .80 Must be reviewed by the Safety office

List OSHA Recordable Incident Rates per (200,000 man hours) for the last three (3) years.

20\_\_\_\_ IR \_\_\_\_\_

20\_\_\_\_ IR \_\_\_\_\_

20\_\_\_\_ IR \_\_\_\_\_

An incident rate over 3.0 must be reviewed by the Safety office.

Both Lost Work Day Case and Recordable rates shall be in accordance with the Department of Labor (OSHA) recordkeeping guidelines.  
 The formula for calculating incident rates is as follows:

$$\frac{\text{Number of cases X 200,000}}{\text{Total Manhours Worked}} = \text{Incident Rate}$$

Has your company sustained any work related fatal accidents during the past three years?

Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, please explain \_\_\_\_\_.

**Any reported fatality must be reviewed by Safety office.**

State to whom and how often accident report summaries are distributed.

	Monthly	Quarterly	Annually	No
CEO	_____	_____	_____	_____
President	_____	_____	_____	_____
Manager of Construction	_____	_____	_____	_____
Site Managers	_____	_____	_____	_____

Are on site safety meetings conducted for field supervisors?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, how often?  
 \_\_\_\_\_

**If No, must be reviewed by Safety office.**



Does your company have a safety officer/department?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, Name and Title \_\_\_\_\_

Are safety audits conducted at the project level?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, who conducts audits?

Name and Title \_\_\_\_\_

How often? \_\_\_\_\_

Does your company have a written safety policies and procedures manual?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide a copy for review.

If no, must be reviewed by safety office

Has your company developed any site specific policies and procedure manuals?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide a copy of the table of contents for review.

Has your company developed and utilized an orientation program for new employees? New employees would include those persons who are new to each specific location.

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, does it include instruction and/or training in the following areas:

	Yes	No
Personnel Protection Equipment		
Eye Protection	_____	_____
Hearing Protection	_____	_____
Respiratory Protection	_____	_____
Safety Harness and lifeline	_____	_____
Scaffolding	_____	_____
Perimeter Guarding	_____	_____
Fire Protection	_____	_____
Emergency Response	_____	_____
First Aid Procedures	_____	_____
Hazard Communications as per OSHA 1926.59	_____	_____
Process Safety Management as per OSHA 1910.119	_____	_____
Material Safety Data Sheets	_____	_____
Trenching and Excavation	_____	_____
Substance Abuse	_____	_____
Lock Out/Tag Out Procedures	_____	_____
Electrical Safety	_____	_____
Rigging and Crane Safety	_____	_____

Does your company have a formal Hazardous Communication program as per OSHA 1926.59 and/or OSHA 1910.1200? If yes, please provide in its entirety or table of contents.

Does your company have a foreman-supervisors' training program?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, does it include instruction in the following areas?

	Yes	No
New Work Orientation	_____	_____
First Aid	_____	_____
Emergency Response Procedures	_____	_____
Accident Investigations	_____	_____
Hazard Communication	_____	_____
Fire Protection and Prevention	_____	_____
Conducting Craft Safety Meetings	_____	_____
Safe Work Practices	_____	_____
Where applicable, are foreman trained in Process Safety Management requirements as stated in OSHA 1910.119?	_____	_____

Are daily craft safety meetings held?

Yes \_\_\_\_\_ No \_\_\_\_\_

It is imperative that all contractors, subcontractors and lower-tier contractors adhere to all applicable federal, state, local and client safety rules and regulations.

**Any No Answers must be reviewed by Safety**

### **SAFETY POLICY AND PROCEDURES MANUAL**

Subject: Safety and Health Violation

Job #

\_\_\_\_\_

Location

\_\_\_\_\_

In the interest of safety and health, the following violation(s) were noted:

Contractor: \_\_\_\_\_

Date:

\_\_\_\_\_

Type of Violation:

- Non-Serious
- Serious
- Imminent Danger

- Repeat Violation
- Yes
  - No

Violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Standard:

\_\_\_\_\_

Abatement Time Period:

\_\_\_\_\_

Action Taken to Correct Violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Contractor Representative:

\_\_\_\_\_