



**Proposal**  
**in Response to**  
**The City of Coconut Creek, FL**  
**RFP No. 03-20-19-10 Emergency**  
**Debris Management Services**  
**March 20<sup>th</sup>, 2019**

### **KDF ENTERPRISES LLC**

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**Georgia Office | 310 Tidwell Drive | Alpharetta, Georgia 30004**

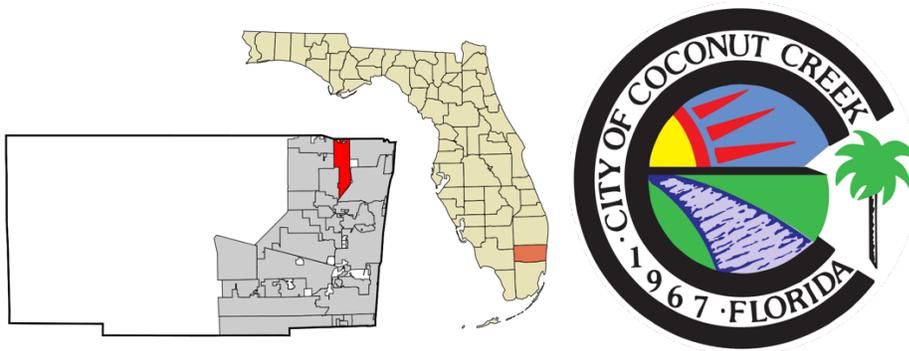
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**KDF Enterprises, LLC**



**Coconut Creek** is a city in Broward County, Florida, United States. It had a population of 55,001 in 2012. It is part of the Miami-Fort Lauderdale-Pompano Beach, FL Metropolitan Statistical Area. It is nicknamed *Butterfly Capital of the World*, because it is home to the world's largest butterfly aviary, Butterfly World, with over 80 species and 5,000 individual butterflies.

Coconut Creek is located at 26°16'30"N 80°11'5"W (26.275010, -80.184719). The city is in northern Broward County. It is bounded by unincorporated Palm Beach County on the north, by the cities of Parkland, Coral Springs and Margate on its west, by Deerfield Beach on its east, and by Pompano Beach on its east and southeast. According to the United States Census Bureau, Coconut Creek has a total area of 12.0 square miles, of which 11.9 square miles is land and 0.15 square miles is water (1.21%)

The city took its name from the coconut trees, that were planted in the area by early developers. Robert E. Bateman, one of the developers, named Coconut Creek after combining the names of Miami-Dade County's village of Indian Creek and the Miami neighborhood of Coconut Grove.

According to the 2010 United States Census, the city had a population of 52,909. Coconut Creek is part of the Miami–Fort Lauderdale–Pompano Beach Metropolitan Statistical Area, which was home to 5,564,635 people at the 2010 census.

The city is a well-planned community with a unique environmental consciousness touting an abundance of trees, waterways, attractive landscaped roads, beautiful parks, and butterfly gardens throughout the neighborhoods. This is due to the city's progressive planning approach to creating a unique life-style for residents and businesses. Coconut Creek is the first in the state of Florida and eleventh in the country to be certified as a "Community Wildlife Habitat".



**KDF Enterprises, LLC**

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**KDF Enterprises, LLC**

To The City of Coconut Creek

We are pleased to submit the enclosed proposal for **RFP No. 03-20-19-10 Emergency Debris Management Services**

KDF Enterprises LLC are an experienced full service disaster recovery and management company capable of providing personnel, equipment and resources to meet the needs of this project. Based in Alabama, our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation as well as

- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Restoration
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

Our CEO, Wade Kilpatrick and members of the KDF team have long standing relationships in the State of **Florida** having worked with communities across **Florida** on numerous emergency disaster relief projects.

The contents of this proposal aim to provide all of the information and documentation and References required for you to be confident that KDF Enterprises, LLC is not only qualified and able to provide the services outlined in the RFP but is the best company to do so. We will demonstrate this through a combination of our past performance, the experience of our people, along with our company structure and ethos, through which we put the customer and the community at the center of everything we do. We have also included at the end of this proposal an example project plan giving detailed access to our ways of working. We confirm that we have fully reviewed and understood the contents and agree to be bound by the requirements of this RFP.

This bid is for Disaster Debris Recovery Services. This is a pre-event contract to provide disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris as directed by The City of Coconut Creek in order to eliminate immediate threats to public health and safety.

KDF Enterprises, LLC agrees to comply with all Federal, State and Local requirements. KDF confirms that it is a validly organized business and is authorized to enter into an agreement with **The City of Coconut Creek**. We are qualified and able to do business in the **State of Florida** and are not restricted in any way by financing, legal or contractual agreements or proceeding. We confirm that this proposal is in all



respects fair and in good faith and in good faith without collusion or fraud. The authorized person, Michael Martin has the authority to bind the principal proponent.

Michael Martin  
[Marty@kdfilc.com](mailto:Marty@kdfilc.com)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Alabama Head Office, 370 Mountain View Road, Springville, AL 35146

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**KDF Enterprises, LLC**

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*“KDF provided ‘out of the box’ thinking and provided alternative solutions to our needs which ultimately led to substantial savings for the Federal Government”*

*Iowa Oct 2016*

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## **Executive Summary**

- KDF Enterprises, LLC is a full service disaster management company with a core team that has provided planning, management, equipment and personnel for the natural disaster recovery industry for more than 50 years.
- Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation
- The KDF team has completed over 200 disaster recovery projects from smaller disasters such as floods and ice storms to major catastrophes, hurricanes, tornadoes and earthquakes.
- As a victim of Hurricane Charlie (2004) himself, when a tree crushed his house while he was home with his young son, our President understands the devastation local communities feel when any kind of natural disaster strikes. This is at the core of his determination to offer speedy and reliable services to help people return to their homes and their lives as soon as possible
- Our mission is to serve local communities with time critical disaster recovery services through rapid deployment, excellent quality of work and highly experienced project management, delivering quality and excellence on time every time.
- KDF personnel have managed projects exceeding \$1billion through contracts awarded by various government departments.
- We are committed to ensuring continuity through a project by using the same project team throughout, driving tighter collaboration and ultimately success.
- It is our policy to use qualified local contractors including women and minority business enterprise owners.



**KDF Enterprises, LLC**

- KDF has never defaulted on a contract or failed to complete any work awarded.
- No client of KDF has ever been denied reimbursement for work KDF has performed.
- KDF is proud of its reputation for rapid and effective response as evidenced by its delivery of over 500 personnel and equipment in 48 hours to rural Iowa during July 4<sup>th</sup> (the Iowa Avian Flu outbreak 2015)
- KDF are a USDA approved contractor
- KDF are an approved contractor for Georgia DOT, Alabama DOT and NCDOT.
- Technical advice and training is available to all clients throughout the contract at no cost to the client including FEMA compliant documentation.
- Our goal is to be a chosen partner in disaster recovery and while we hope that our clients never need our help again we strive to be the first call should a problem arise.



**KDF Enterprises, LLC**

## Section 1. Operational Plan for the City

### Example Project plan overview

*This is a generic ‘at-a-glance’ project outline to provide an overview of our approach. We have included in this our Pre-Disaster Phase for demonstration of our approach for future events should they become relevant. For the remainder of this we will focus predominately on the Post-Disaster Phase. We can provide training on all aspects of disaster management and FEMA assistance if this is required.*

*Full technical detail for each stage can be found in the ‘project APPROACH’ section.*

<b>Project Initiation phase</b>	<ul style="list-style-type: none"><li>• At the point of award of contract, we will arrange a joint team integration meeting to develop relationships and understand roles and responsibilities across both organizations.</li><li>• The Project Manager for your Project will lead this meeting and will become available to you 24/7</li></ul>
<b>Planning and Training Phase</b>	<ul style="list-style-type: none"><li>• The newly formed project team will develop mutually agreed pre-disaster plans to include emergency response plans, TDSRS site selection and all other aspects of the recovery plan.</li><li>• This process will be led by your allocated Project Manager and will be supported by the wider KDF management and support functions.</li><li>• As agreed in the terms of the contract, we can offer disaster recovery specific training as part of our services and an annual plan for this would be developed and commence at this time for your organization. This will include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulations</li></ul>
<b>Active ‘Watch and Wait’ phase</b>	<ul style="list-style-type: none"><li>• A project team member will be allocated to monitoring your project for environmental/weather changes.</li><li>• Any potential challenges will be highlighted during this phase in collaboration with your own personnel in order to ensure early mobilization of our recovery plans.</li></ul>



<p><b>Pre-Disaster Phase</b></p>	<ul style="list-style-type: none"> <li>• The Project Manager will be on site where possible in advance of the disaster and will be available to join with your teams to help prepare for disaster impact.</li> <li>• The project team will be mobilized to the nearest geographical point along with all equipment in advance of the disaster to minimize any delay in the beginning of the recovery process.</li> <li>• The Mobile command center will be mobilized and at the nearest geographical position ready to start operations.</li> <li>• Teams and equipment required for push services will be on stand-by ready for emergency clearing.</li> <li>• Personnel will be stationed at the City’s Emergency Location where possible during the anticipated storm</li> </ul>
<p><b>Post-Disaster Phase</b></p>	<ul style="list-style-type: none"> <li>• Full Project team and all field personnel will be on site within 24 hrs of notification to proceed (or immediately following storm impact) including pre-arranged sub-contractors.</li> <li>• Close liaison between the KDF project manager and local officials is essential at this point to ensure coordination of the disaster response efforts.</li> <li>• If required the support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities and other services.</li> <li>• Mobile command center will be set up and functioning within 12 hrs.</li> </ul>
<p><b>Cut and Push Phase</b></p>	<ul style="list-style-type: none"> <li>• Emergency push services will ensure that all roads agreed with the client are clear and passable within 70 hrs.</li> <li>• Cut and push crews will be available 24/7.</li> <li>• The number of cut and push crews will be determined by the client and the project.</li> </ul>



<p><b>Development Phase TDSRS</b></p> <p><b>(Temporary Debris Management Site)</b></p>	<ul style="list-style-type: none"> <li>• Pre-agreed sites will be developed determined by the size of the disaster.</li> <li>• Detailed site plans will be developed for each site and will include individual plans for- <ul style="list-style-type: none"> <li>-debris separation, debris reduction, inspection, truck routes and access, traffic control, dust control, disposal of hazardous waste, environmental, safety and fire prevention</li> </ul> </li> <li>• Each site will be designated a site manager with full accountability for the site plans including site restoration at project completion.</li> <li>• TDSRS will be operational within 48 hrs and will be operational 24/7 (collection crews daylight hours only for safety, debris processing crews 24/7)</li> </ul>
<p><b>Debris Removal, Collection, Recording and Disposal Phase</b></p>	<p>This is a crucial part of the recovery strategy and full details of all stages of this can be found in the next section. This overview aims to highlight the key components.</p> <ul style="list-style-type: none"> <li>• Debris collection will begin within 48 hrs in line with local priorities. Prior to loading Debris, the following will have been actioned and completed: - <ul style="list-style-type: none"> <li>-Fully Operational Debris management sites inspected by QC and debris crew Foreman.</li> <li>-Area zoned and prioritized (KDF and subcontractors)</li> <li>-Inspection and certification completed on all trucks.</li> <li>-Quality control plan and all safety plans fully operational (accident prevention, health and safety, Hazard analyses)</li> <li>-Health and safety briefing to all staff and contractors.</li> <li>-Training on traffic control for all debris crews.</li> <li>-All field based staff to receive training on FEMA debris eligibility.</li> <li>-Hazard team to have identified and/or removed downed power lines and other safety hazard</li> <li>-Ticketing process and database management to be tested and</li> </ul> </li> </ul>



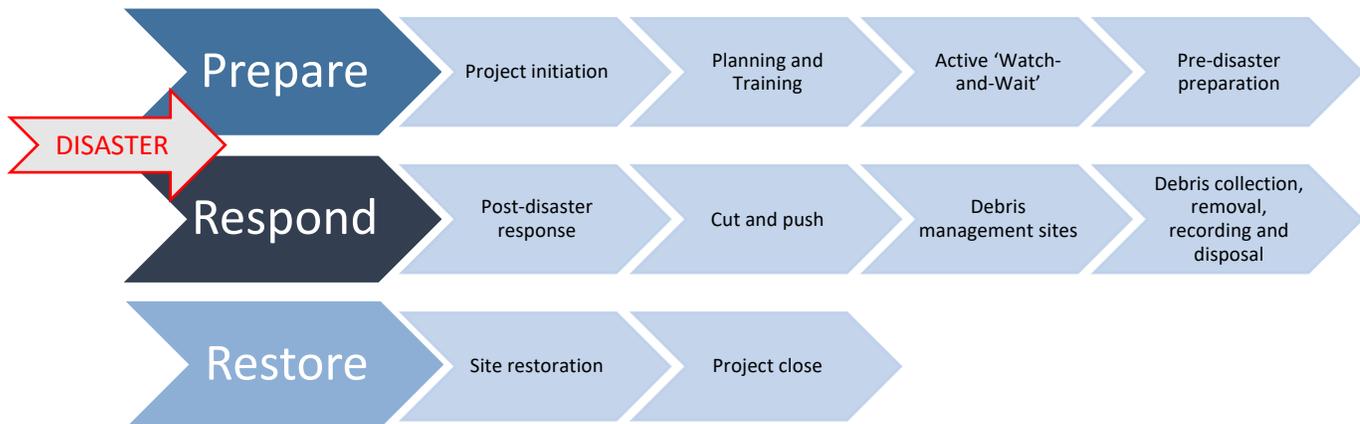
	<p>operational.</p> <ul style="list-style-type: none"> <li>• KDF performs clearing and removal of FEMA eligible disaster debris from roads/streets/public rights-of-way, canals/lakes/other waterways.</li> <li>• Daily planning meetings between KDF/Client will ensure that appropriate zone/sections are prioritized and that the area is serviced by priority and in full.</li> <li>• Each load of debris will be recorded and verified as agreed within the joint plan and tickets available to the client in daily/weekly reports. Databases will be closely maintained and reconciled to ensure they are accurate and available to the client. Once final reconciliation of the truck records has been made a final invoice will be provided.</li> <li>• Once first pass, second pass and final pass are completed the site reclamation plan will be put into effect ensuring appropriate restoration of the site</li> <li>• All debris, including reduced debris, will be disposed of in line with Federal, State and local laws and regulations. Any tipping fees can be paid by KDF at the time of disposal and invoiced if required.</li> </ul>
<p><b>Project Close</b></p>	<ul style="list-style-type: none"> <li>• Once all field work, ticket reconciliation and invoicing is completed KDF can continue to support FEMA reimbursement if required.</li> <li>• An After Action Review will be completed across the project team in collaboration with the client and the results shared across both organizations to support further joint working.</li> </ul>



## SCOPE OF WORK

This bid is for Emergency Debris Clearance (Push), complete Debris Removal from ROW and private property (within The City of Coconut Creek guidelines), Temporary Debris Staging and Reduction Site Management and processing of debris, debris disposal and Tree and Limb Removal with the potential for additional services dependent on the size and degree of any disaster that may affect **The City of Coconut Creek**. This contract requires that KDF is capable of assembling, directing, and managing a workforce that can complete the debris management operations as well as preparing and ensuring complete documentation for acceptance in line with FEMA requirement for reimbursement.

There are a number of aspects to this and in the previous section we provided an ‘at-a-glance’ project plan and in following section ‘Project APPROACH’ we have given an example to include all aspects of a potential disaster recovery project. This includes areas that fall outside the scope of this project to illustrate previous experience we have at KDF and how we apply this **We have split these into 3 key areas and they are PREPARE, RESPOND and RESTORE, however for this project we are only going to focus on the post-event RESPOND and RESTORE phases**



In summary the core ‘RESPOND’ services provided by KDF in order to meet the needs of **The City of Coconut Creek** shall consist of removing any and all “eligible” debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by **The City of Coconut Creek**.

This will include:

- Examining debris to determine whether or not the debris is eligible vegetative debris



**KDF Enterprises, LLC**

- Loading the debris
- Hauling the debris to an approved dumpsite or landfill
- Dumping the debris at the dumpsite or landfill.

No ineligible debris will be loaded, hauled, or dumped under this contract and mixed loading of debris will be avoided as much as is possible.

Debris removal will include all eligible disaster related debris found on the ROW within the area designated by **The City of Coconut Creek** and eligibility of debris will be in line with most current FEMA regulations and agreed by **The City of Coconut Creek**. This will involve numerous passes throughout an area, dependent on the size and scale of the disaster, and debris which extends from private property and enters the ROW will be cut at the point it enters the ROW. Removal of debris from private property will only be permitted in agreement with **The City of Coconut Creek**.

When loading and hauling we will only use rubber-tired equipment and will not also use this equipment for private work during the working hours of this contract, in addition we will not solicit work from private citizens or others with manpower and equipment designated under this contract.

All debris will be mechanically loaded and compacted and any hand loading will only be carried out with prior approval from **The City of Coconut Creek** Debris Management consultant.

As part of this contract we will repair and will fill to grade with like material all surface damage, such as rutting and pavement damage, caused by our equipment during debris removal. We will repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by our equipment or personnel.

We will make all the necessary provisions to preserve and protect all existing structures, infrastructures, vegetation and etc. on or adjacent to the area of work and will repair or replace with like materials all damaged mailboxes on the same day, which the damage occurred.

In the instance that there is a claim we will contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion will be discussed. We will ensure that all damages be repaired no later than thirty (30) days after the completion of the debris removal. We will provide **The City of Coconut Creek** with a weekly report outlining the status of all damage concerns.



**KDF Enterprises, LLC**

All stump remnants which are fully disengaged from the ground will be considered normal vegetative debris regardless of size for this contract and we will remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by **The City of Coconut Creek**.

Through site restoration we will aim make good on the sites we have used. In general, this will involve final removal of all debris and debris storage areas, environmental assessment of any potential hazards and introduction of measures if required and removal of structures such as site offices and monitoring towers.

In addition, restoration of ground cover typically through topsoil and seeding is carried out, all with the aim of returning the area to its pre-disaster condition as far as is possible.

Another important aspect of ensuring we meet the needs of **The City of Coconut Creek** is through the documentation processes and support for FEMA reimbursement.

KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed.

Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients.

All of our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training if required.

Accurate documentation and reporting management are critical functions of each project, ensuring that **The City of Coconut Creek** is provided with data required for receipt of federal funds.

At KDF we have developed processes to ensure high quality documentation is captured and available to our customers. We typically utilize industry leading **OCR software** (optical character recognition software) which enables us to convert hand written/scanned printed tickets directly onto the KDF servers. This improves capture time and accuracy and can be used with our own or customer field tickets. At our initial meeting with **The City of Coconut Creek** we will formalize our reporting and monitoring processes to ensure they meet the needs of both organizations and are established prior to project initiation.



**KDF Enterprises, LLC**

As part of this process daily progress and quality control reports will be submitted to you which specify the extent and achievements of the current day as well as the schedule for the next day. Reports will include, list of roads that were cleared, number of Crews to include level of equipment, daily and cumulative totals of debris removed by type, daily and cumulative totals of debris processed, daily estimate of hazardous waste debris segregated, cumulative amount of hazardous waste stored, number of hazardous trees and hanging limbs removed as well as current or potential issues highlighted with solutions and a schedule of work completed/work planned for the following day. Each daily report should give a clear snapshot of daily and cumulative progress of all deliverables of the project as well as a projected completion date.

Invoicing is typically done weekly and can be scheduled to meet **The City of Coconut Creek** requirements, bi-weekly/bi-monthly/monthly. Our invoicing team are experienced in federal reimbursement and FEMA requirements to ensure all documentation will meet not only your requirements but also federal requirements.

Load tickets are received and recorded daily. The tickets are uploaded directly onto our database using OCR software. An invoice is then generated and once the ticket data and invoice has been completely reconciled, the invoice is then recommended to FEMA for payment.

Reimbursement assistance can be provided by KDF to **The City of Coconut Creek** if required. We have extensive experience in providing the necessary documentation and support in preparing reimbursement claims and will agree at the outset of the project what level of support is appropriate

An individual project is not closed until this process is complete and we are able to offer as much support as is required as part of this contract. To close out the project, KDF will submit a detailed final report summarizing all the disaster activities performed. This will include logs of debris hauled by volume and type, final disposal locations and the amount of debris for each, and all relevant financials for the project. KDF will continue to work with **The City of Coconut Creek** and submit any other requested information until everyone is satisfied that the project is closed out and final approval is given.

In addition to ongoing reviews throughout the life of the project a detailed After Action Review (AAR) will be carried out at the close of the project to ensure all key learnings and success are captured for ongoing development across KDF and **The City of Coconut Creek**.



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*“KDF provided exceptional emergency response services. Their willingness to do whatever was needed to get the farmer back to “regular life” in a timeframe that was most advantageous both to the farmers and the government was unmatched by any other contractor”*

*USDA emergency response Oct 2016*

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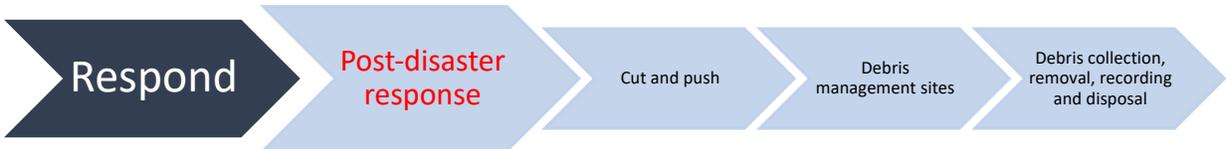
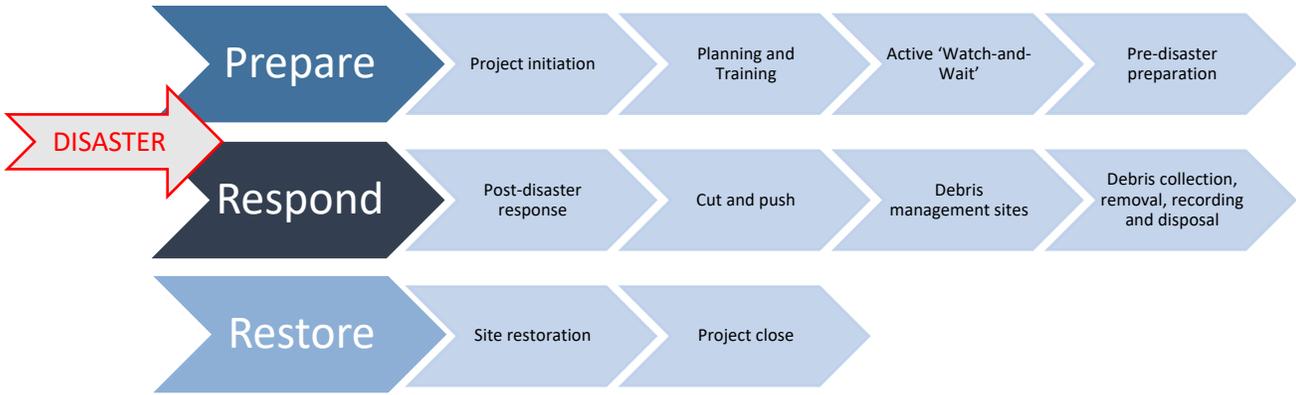
## **Project APPROACH**

Our belief at KDF is that the key to great emergency management is preparation and planning, however sometimes the ability to plan well in advance for a particular project is not possible and so flexibility and experience is essential. At KDF we have huge wealth of experience in terms of both projects we have completed and the experience of our staff which ensures that our technical approach to this project is has been practiced multiple times to great success. **The City** can be confident that we will work simultaneously and seamlessly to protect lives, protect communities, protect resources and recover communities as quickly as possible should the worst happen. KDF personnel will be stationed at the City’s Emergency location where possible during the anticipated storm.

In the previous section we provided a topline overview of some of the key steps in preparing pre-disaster as well as responding post-disaster and in this section we will give greater insight into the technical detail of the post-disaster phase.



**KDF Enterprises, LLC**



KDF Enterprises, LLC

- *Full Project team and all field personnel will be on site within 24 hours of notification to proceed (or immediately following storm impact) including pre-arranged sub-contractors.*
- *Close liaison between the KDF project manager and local officials is essential at this point to ensure coordination of the disaster response efforts.*
- *If required the support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities and other services.*

**Rapid and effective deployment and implementation of the pre-agreed plan are the priority and here we aim to give a guide on what will be achieved in the initial hours and days after impact: -**

- Advance project team to include PM and project administrative staff to be on site.
- Mobile command center to be fully operational to include emergency communications.
- KDF owned equipment and temporary facilities to be on site.

**First 12 hours after impact**



- Full project team and all field personnel to be on site.
- Emergency road clearance services to commence (Push) in line with City/County priorities and transport networks.
- Initial damage assessment in progress to guide updating of the operational plan
- Daily meetings between Project Manager, Operational Manager and all crews established
- Prioritised debris removal will commence

**24 hours post impact**



- Initial damage assessment complete and updates made and submitted to site specific safety plans, insurance, bonds, quality control plans, subcontracting plans, location of TDSRS, final disposal sites and all applicable licenses and permits.
- TDSRS construction to begin on identified sites to include hazardous waste containment areas.

**48 hours post impact**



**KDF Enterprises, LLC**

- TDSRS will be fully operational
- Emergency road clearance complete within 70 hours.
- Full project team to include subcontractors to be fully operational.
- Fully updated operational plans finalized between KDF and County/City with specific project plan including specifics of disaster damage, safety plans and subcontractor plans.

**72 hours post impact**



- Fully operation plan driving debris collection, removal, recording and disposal with highest rate of collection within the first 30 days\*\*
- We will expect to be hauling approximately 15-20,000 cubic yards a day dependent on the area.

**5 days post impact**



\*\*estimate depending on the size and scale of the project

### **Emergency roadway clearance- Cut and Push**

Emergency roadway clearance will begin within 24 hours of impact or access to the area. Prioritizing the main transport networks to enable emergency traffic, better functioning for the local area and also to enable full recovery to commence. This includes access to critical structures such as hospitals. This is a time critical operation but safety of staff and the general public are an essential consideration in this phase. Cut and push crews will be active with rotating personnel 24/7 and the number of crews will depend on the size of the disaster with the goal of full emergency push of prioritized networks within 70 hours. Cut and push crews will be supplied with the appropriate equipment to push the debris to the side of the road to enable access for emergency traffic. If it is not possible to push debris to the roadside, then debris will be collected and moved to a temporary debris site. Special plans will be in place to deal with downed electrical wires and other hazardous conditions. Crew sizes and structure may depend on the nature and size of disaster but will typically be as follows: -

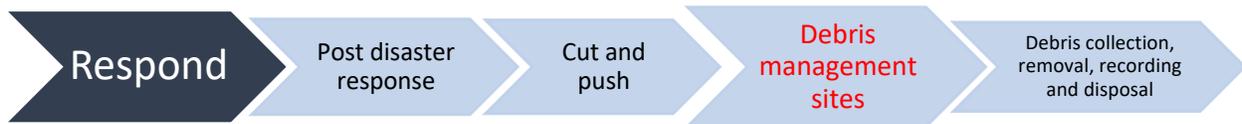
1 or 2 Transport trucks (approx. 30 cu yds) with qualified operator

2 Qualified flag operators

2 Groundsmen with chain saws and 1 Foreman



**KDF Enterprises, LLC**



- *Pre-agreed sites will be developed determined by the size of the disaster.*
- *Detailed site plans will be developed for each site and will include individual plans for-*
  - debris separation, debris reduction, inspection, truck routes and access, traffic control, dust control, disposal of hazardous waste, environmental, safety and fire prevention*
- *Each site will be designated a site manager with full accountability for the site plans including site restoration at project completion.*
- *TDMS will be operational within 48-72 hours and will be operational 24/7 (collection crews daylight hours only for safety, debris processing crews 24/7)*

### **Temporary Debris Management site (TDSRS) development**

As part of the preparation stage potential TDSRS's will have been identified with **The City of Coconut Creek** and scoped to include site plans, access, safety and traffic plans. Dependent on the location and extent of the disaster some of these plans may need to be amended and this will begin within the first 24 hours post impact. Construction of these sites will commence and be completed within 48 hours and they will be 100% operational within 3 days. These sites will be operational 24/7 with collection crews working daylight hours only (safety) and debris processing crews being operational 24/7. Each site will be designated a site manager who will manage all site plans to include individual plans for the following:

- Site specific plan (to include site layout, photographs, operations, site personnel and access)
- Debris segregation plan.
- Hazardous waste plan.
- Environmental plan.
- Fire prevention plan.



**KDF Enterprises, LLC**

- Accident plan.
- Health and safety plan (site safety plan).
- Traffic control and access plan.
- Inspection plan.
- Dust control plan.
- Location of ash disposal area, hazardous material containment area, contractor work area and inspection tower
- Location of incineration operations, grinding operation
- Site restoration plan.

KDF will supply sufficient equipment, staff and resources to process 200-500 cubic yards of debris per hour per crew. This will be predominantly by grinding or burning if applicable.

Each TDSRS will typically include the following:

- 1 grinder and/or Air Curtain Incinerator
- 1 trackhoe
- 1 dozers
- 2 towers
- 5 16-20 cubic yard dump trucks
- 1 rubber tired loader
- 1 water truck
- 1 motor grader
- 1 site manager
- 1-night manager
- 8 equipment operators
- 2 supervisors



**KDF Enterprises, LLC**

-5 laborers

- light plants

-hazardous material containment area

In addition, dependent on the project and the site size there may be additional equipment and personnel.

The KDF TDSRS team will ensure all necessary clearances, permits, and licenses to operate the sites and will submit Site Plans to **The City of Coconut Creek** complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan, a Dust Control Plan, and/or a Fire Prevention Plan for approval.

The inspection of every load is critical to the documentation of the overall recovery process. The inspection towers provide a location for load verification and documentation of all incoming and outgoing debris. The towers will be 10 feet above ground, built to FEMA standards and be large enough to accommodate at least 3 monitors/inspectors at any one time.

The role of these monitors/inspectors is to verify that each truck has been appropriately approved and measured, that the load fits with FEMA eligibility guidelines, that the % filled figure is accurately recorded on each ticket as well as to ensure that appropriate segregation of materials occurs. Once documented, all debris is processed in line with **The City of Coconut Creek** requirements following all local, state and national regulations.

KDF will assist the county debris management consultant in:

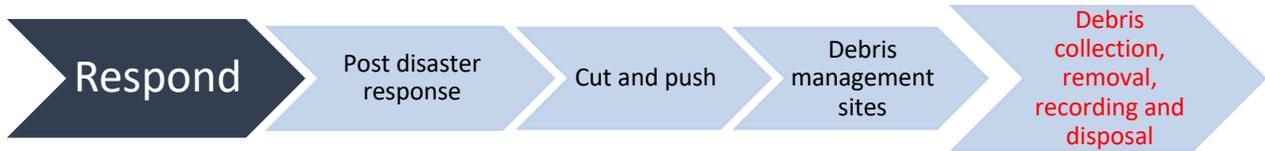
- Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
- Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
- Make sure truck is properly tarped when arriving at the TDSRS.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load



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- Document location of origin of debris
- Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by The City of Coconut Creek personnel, e.g. conduct final inspections and issue closeout reports.
- TDMS material segregation is necessary in order to process the debris efficiently. Collection crews will endeavor to segregate non grindable debris as much as is possible during collection however much of this segregation will occur onsite. Collected loads may vary vastly and include white goods, hazardous household waste, e-waste which must be segregated sometimes manually or mechanically to ensure contaminants are removed and that it is disposed appropriately
- Debris will typically be segregated into 5 main areas:
  - • **Vegetative debris** - Vegetative debris will be cleaned of C&D debris as much as is possible prior to reduction and recycling generally as ash or mulch.
  - • **Construction and Demolition (C&D) Debris** - C&D debris will be segregated for reduction, reuse or recycling in line with local/state/federal recommendations.
  - • **E-goods** – e-goods and materials will be stored in accordance with government standards prior to recycling or disposal
  - • **White goods** - White goods will be stored for recycling or disposal in line with government standards
  - • **Hazardous and/or toxic wastes (HTW)** - HTW will be segregated and stored in a Government approved containment area built onsite during TDSR construction. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with all KDF accident and hazard policies and procedures.





- *Debris collection will begin within 48 hrs in line with local priorities. Prior to loading Debris, the following will have been actioned and completed: -*

*-Fully Operational Debris management sites inspected by QC and debris crew Foreman.*

*-Area zoned and prioritized (KDF and subcontractors)*

*-Inspection and certification completed on all trucks.*



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- Quality control plan and all safety plans fully operational (accident prevention, health and safety, Hazard analyses)*
- Health and safety briefing to all staff and contractors.*
- Training on traffic control for all debris crews.*
- All field based staff to receive training on FEMA debris eligibility.*
- Hazard team to have identified and/or removed downed power lines and other safety hazard*
- Ticketing process and database management to be tested and operational.*

- KDF performs clearing and removal of FEMA eligible disaster debris from roads/streets/public rights-of-way, canals/lakes/other waterways.*
- Daily planning meetings between KDF/Client will ensure that appropriate zone/sections are prioritized and that the area is serviced by priority and in full.*
- Each load of debris will be recorded and verified as agreed within the joint plan and tickets available to the client in daily/weekly reports. Databases will be closely maintained and reconciled to ensure they are accurate and available to the client. Once final reconciliation of the truck records has been made a final invoice will be provided.*
- Once first pass, second pass and final pass are completed the site reclamation plan will be put into effect ensuring appropriate restoration of the site*
- All debris, including reduced debris, will be disposed of in line with Federal, State and local laws and regulations. Any tipping fees can be paid by KDF at the time of disposal and invoiced if required.*

## **Debris collection**



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Within 48 hours crews will begin debris collection in line with **The City of Coconut Creek** priorities. Daily meetings between KDF and **The City of Coconut Creek** will ensure that the area is zoned and prioritized appropriately and progress will be reported to **The City of Coconut Creek** at the end of each working day. A typical collection crew will consist of:

- 1 front end loader
- 1 bobcat with grapple
- 3-5 hauling trucks (30-100 cubic yards capacity with operators)
- 1 foreman
- 3-4 laborers and flag persons

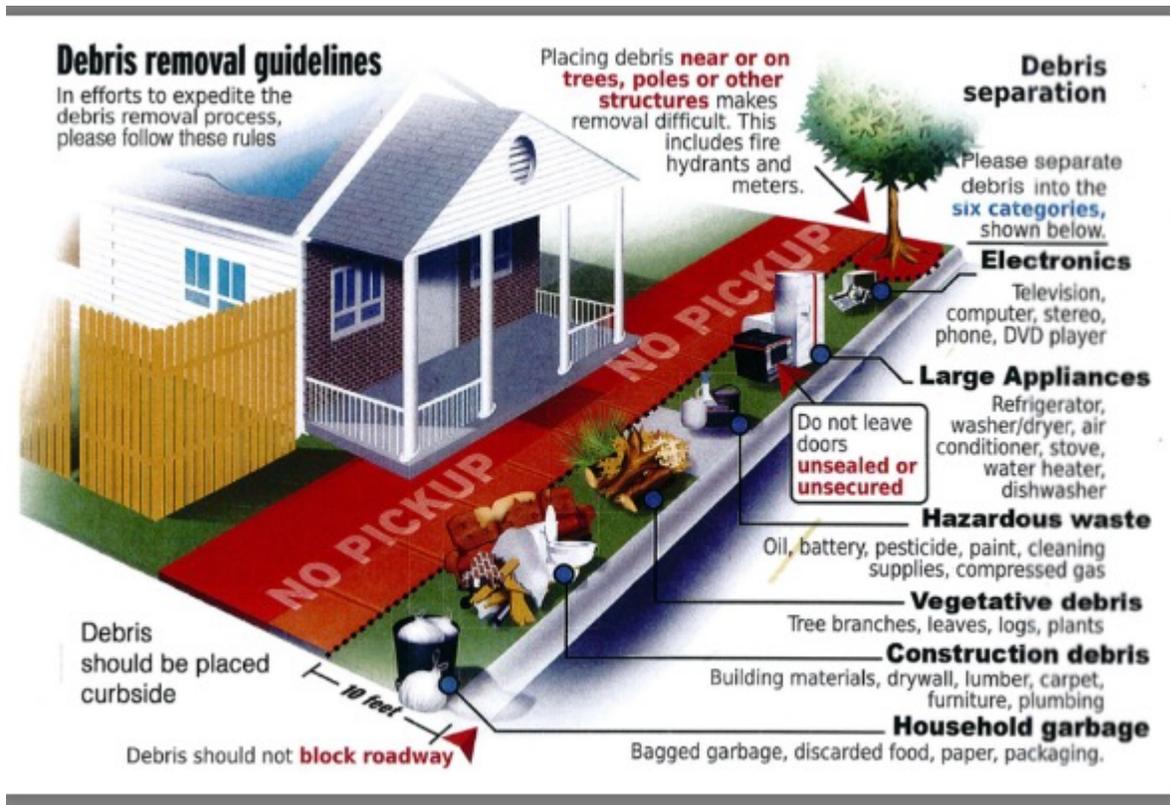
Where possible more efficient self loading equipment such as a knuckleboom loader will be used however priority will always be given to using the most appropriate and safe equipment for the conditions. There are circumstances where these are simply too big or unsafe to use and so each locality will be assessed by the field supervisor and serviced with the best crew to ensure the job is completed safely with minimal disruption to local residents and passing traffic.

To ensure completion of the project, multiple passes will be made on an agreed schedule and timeframe and communicated to local residents and businesses so as to allow full and complete removal and collection of debris. Typically, 3 or 4 passes will be made over the period of the project dependent on size and severity. The number and schedule of passes will be agreed with **The City of Coconut Creek** to meet the needs of the local community and will be assessed as part of daily planning.

**Public communication** is an important part of disaster recovery and debris removal processes and KDF will take an active role with **The City of Coconut Creek** in ensuring that our schedule of work is publically available, regularly updated and members of our team are readily accessible to the local community. We will provide a weekly debris removal schedule to be advertised in local newspaper and radio stations by **The City of Coconut Creek** and the content of these message will be verified with **The City of Coconut Creek** prior to publication. They will include a description of the work we are completing, an explanation of how debris should be left for collection, what debris is eligible for collection and when it should be left and will be collected as well as where to go for more information.



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### Loading and hauling

It is the responsibility of all field supervisors to ensure that all trucks and operators are fit for purpose and possess the correct certification and authority to work. All trucks will be inspected and only pre-approved trucks will be accepted at the DMS. Necessary checks will include truck identification and safety, insurance and cubic yard capacity. Each truck will then be given an identification number and this will be displayed on both sides of the truck along with its capacity. This process will be monitored by quality control personnel and all trucks will be registered on a database held at the DMS to ensure compliance.

Prior to dispatch, all debris haul operators will receive safety training to include site, personal and public safety as well as standards of working and expectations. Debris operators will be provided with maps of the local area with transport routes and work zones and each day will be given a schedule of zones to haul. It is the responsibility of the debris operator to ensure that documentation is accurately provided to the field supervisor at the end of each day and this will include daily ticket records along with copies of the load tickets.



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Loading and hauling operation essentially involves the pick-up and removal of all FEMA eligible debris from public roads, property and rights-of-way to an allocated TDRS/DMS and then finally to a disposal site, either directly or after reduction. FEMA eligible debris is covered by the following categories which we will explore in more detail later in this section:

- Vegetative debris (stumps, logs and limbs)
- Construction and demolition (C&D) debris
- Metallic debris
- White goods (refrigerators, air conditioners, washers and dryers, etc.)
- Electronics
- Household Garbage
- Hazardous and toxic wastes (HTW) (industrial, commercial and household)
- Asbestos Containing Material

Debris that does not fit with FEMA or government criteria will not be collected except by special arrangement.

**The debris crew** will be notified by the field supervisor of their requirements for each day, time, location, specific job details. The debris haul operator/driver will record the number of loads they complete in their zone to feed into the full daily report. Each field employee must ensure that their equipment is safe and functional and report any issues to the supervisor prior to the start of hauling.

Where required **flagmen** will be placed, one on each end of the work area, in order to manage the flow of traffic past the work area. This will ensure safety of the hauling crews and the public. At times if necessary they may need to stop the traffic completely in order to move some debris or to move the hauling trucks out of the work area. Safety is always the priority here but any complete blockage of the road will be kept to a minimum in order to reduce disruption to the road networks.

Trucks waiting to be loaded will be parked in a single line behind the knuckleboom loader and as each truck is filled and leaves the next one moves up so as not to obstruct traffic more than is necessary.



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**Two laborers** may also be part of the crew depending on the location and type of debris and they will support the debris collection by raking and cleaning up the area, ensuring debris is piled appropriately for pick up and may use chainsaws to reduce the size of some large material. They will also support the truck operators and generally help ensure maximum loading and safe pick up of debris.

Once debris is loaded into a hauling truck and the load is determined to be at its maximum the truck will leave the work site and transport the load to the TDRS for storage, reduction and finally disposal.

### **Hazardous tree, limb and stump removal**

KDF is a fully insured tree care company that adheres to the strict tree care standards established by the Tree Care Industry Association. The KDF Storm Recovery Team have successfully removed over 100,000 trees due to storm damage. Determination on whether a tree, limb or stump is 'hazardous' will be made following the criteria laid out the most recent FEMA guidelines as evidenced in PAPPG (Public assistance program and policy guide)

### **Debris reduction**

Once debris has arrived at the TDSR and has been segregated then plans for disposal of the debris are put into place. Some of this debris will be transported to relevant recycling facilities or a final disposal site. Vegetative debris is bulky and can consume a significant volume of landfill space if buried, therefore reducing the volume of this debris prior to disposal is important and it may be reduced by as much as 75% by mulching or grinding and as much as 90% through burning where appropriate.

At KDF we have a strong focus on recycling and reducing the amount of debris that ends up in our landfill sites. We make every effort to find local sources where the resulting mulch can be used for renewable energy, environmental resourcing and erosion support in the local environment. We also implement a recycling and reduction program for C+D debris, Metal maulers and shredders may be used for metal debris in agreement with the City. Concrete, asphalt and masonry debris can be crushed and used as a base material for road construction. Great care will be taken to seek to recycle all appropriate materials that cannot be reduced at local recycling centers.

**Volume reduction by grinding or chipping** is typically the method used for reduction of vegetative debris for environmental reasons. The production of wood chips as a source of



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renewable energy is an environmental advantage to this process which KDF favors over reduction by burning. Reduction by grinding may in some instances be used for C&D debris, however this is prohibited in many areas and so alternative methods will be used. Grinders (horizontal and/or tub grinders) depending on the site will be used within a designated area at the TDRS. Safety is of prime importance in these operations and so an exclusion zone around the site will be maintained and a dust control plan in operation to ensure any dust from the grinders does not affect the local community. Any mulch which is produced by the grinding process will be stored appropriately and safely to ensure it does not spontaneously combust.

**Volume reduction by burning** may be used as a method of reduction only where we are directed to do so by the government or **The City of Coconut Creek** and will only be carried out within government and state guidelines. This applies to both open air burning and air curtain burning. This process of reduction will not be carried out on any material which is known or suspected to contain potential hazardous compounds such as asbestos. The accident and fire protection plans as well as the site plans will provide strict guidelines for these operations and all personnel working on site must be provided with training and be signed off as competent prior to commencement of burning operations. Both open air and air curtain sites will not be within 1000 feet from any occupied structure and 100 feet from any stockpile of debris.

**Ash debris** will be removed at the end of each burning cycle, it will be wetted and transferred to a designated ash storage area which will remain at least 100 feet from any debris stockpile. The ash storage area will be purpose built and will ensure no contamination of the local area. Once the storage of ash reaches an agreed quantity it will be assessed in line with the environmental plan prior to removal to an appropriate final disposal site.



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### **Final Disposal of Collected and Reduced Debris**

The final destination of the collected debris will very much depend on the nature and type of debris but can be broadly categorized as follows:

**Vegetative debris** such as trees, stumps and leaves typically make up the largest proportion of storm debris. They can be processed and reduced as described previously, resulting in mulch or ash. KDF can recycle mulch as a fuel product while we will dispose of ash at a center in accordance with federal, state, and local regulations. If this level of processing is not required, then this debris will be compacted in line with FEMA regulations and transported to an agreed disposal site.

**Construction and demolition debris (C&D)** is another large part of disaster debris and is typically material resulting from damage to homes and other structures. This type of debris may comprise a wide range of materials requiring disposal such as wood, metal, plastic, aggregates, roofing, flooring, tiles, pipes, concrete and more. These materials will be segregated at the



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TDMS and processed for final disposal in agreement with **The City of Coconut Creek** preferences

**White goods (household appliances)** consist of refrigerators, ovens, air conditioners, washing machines etc. Each TDMS site will have a designated area monitored by our safety team where these materials will be safely stored prior to decommissioning (removal of Freon/oils) and disposal at an appropriate disposal site.

EPA approved technicians will ensure that ozone depleting refrigerants, mercury or compressor oils from white goods are collected appropriately. This along with HHW will be individually tracked in line with federal and state requirements.

**E-waste** generally consists of household or commercial electronic devices such as: phones, computers, laptops, televisions, etc. These items will be segregated and stored safely in a designated area at the TDMS where they will be appropriately processed prior to disposal at an agreed site in line with federal, state, and local guidelines.

**HHW (household hazardous waste)**—for the purposes of this proposal will include the following:

- Used Oil • Batteries • Paint • Aerosol spray cans • Pesticides • Antifreeze • Fluorescent light bulbs • Propane tanks (household size)

HHW is defined as having properties that make it potentially harmful to human health or the environment. It is regulated under the Resource Conservation and Recovery Act (RCRA) and includes waste on one of the four hazardous waste lists or waste that exhibits one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity. Each TDMS site will have a lined containment area monitored by our hazard safety team where these materials if inadvertently delivered to a debris management site will be safely stored prior to disposal in accordance federal, state, and local guidelines.

### **Dead Animals**

Any dead animals that are inadvertently delivered to a debris management site will be disposed of in line with local regulations. In the event that **The City of Coconut Creek** Animal Service Center cannot accept dead animals because they cannot be properly stored, KDF will take the responsibility to haul the dead animal to the local landfill.



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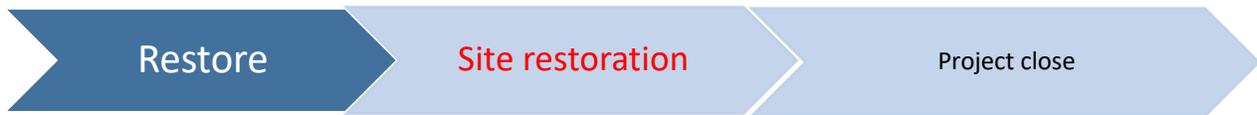
**Increasingly newer and more specialized recycling options** are being developed and these can be discussed and applied specifically to your requirements.

Where necessary, tipping fees can be paid by KDF and invoiced to **The City of Coconut Creek** at project completion.

**In order to keep costs low**, we will use existing disposal sites wherever possible and in agreement with **The City of Coconut Creek**.



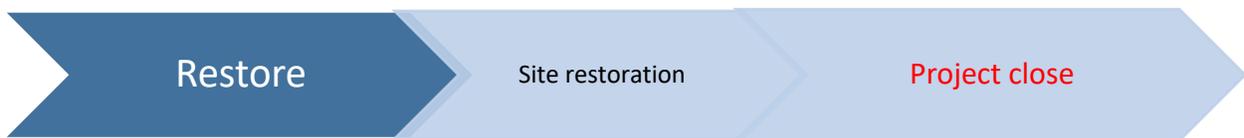
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At the point of closure of each TDSRS the individual site restoration plan will ensure that we leave each site in an appropriate manner for the local community and the environment.

These sites will have experienced a heavy workload and as such site restoration is an important step. In general, this will involve final removal of all debris and debris storage areas, environmental assessment of any potential hazards and introduction of measures if required and removal of structures such as site offices and monitoring towers.

In addition, restoration of ground cover typically through topsoil and seeding is carried out, all with the aim of returning the area to its pre-disaster condition as far as is possible



- *Once all field work, ticket reconciliation and invoicing is completed KDF can continue to support FEMA reimbursement if required.*
- *An After Action Review will be completed across the project team in collaboration with the client and the results shared across both organizations to support further joint working.*

To close out the project, KDF will submit a detailed final report summarizing all the disaster activities performed. This will include logs of debris hauled by volume and type, final disposal locations and the amount of debris for each, and all relevant financials for the project. KDF will continue to work with **The City of Coconut Creek** and submit any other requested information until everyone is satisfied that the project is closed out and final approval is given.

In addition to ongoing reviews throughout the life of the project a detailed After Action Review (AAR) will be carried out at the close of the project to ensure all key learnings and success are captured for ongoing development across KDF and **The City of Coconut Creek**.



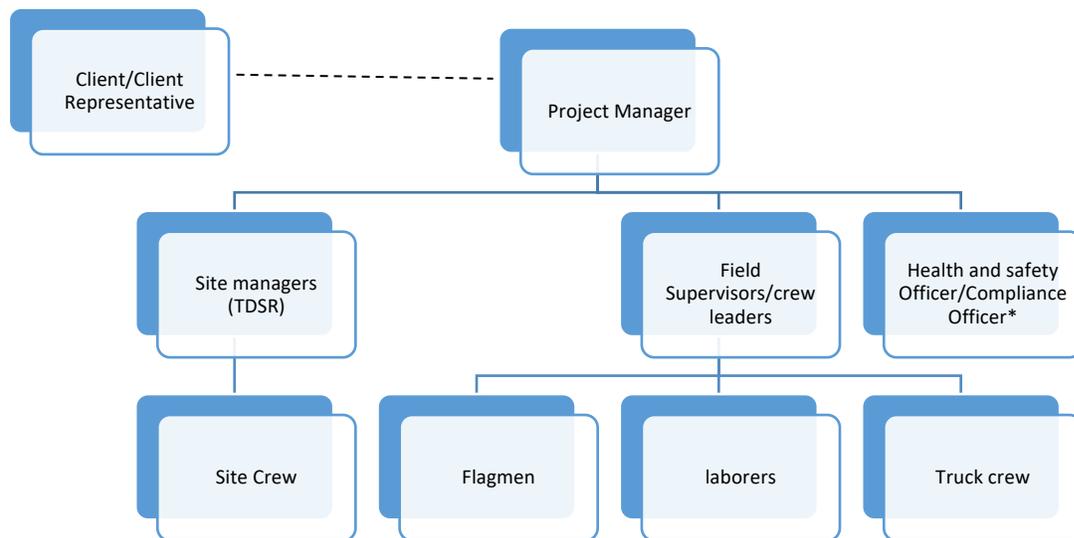
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## Roles and responsibilities-field response team

At KDF senior management take a hands on approach in each and every project bringing with them a wealth of skill and experience from project inception to project close. Each project will have a dedicated Project Manager who will report to our Operations Manager who may oversee multiple projects. The project manager will be available to you 24/7 and will have overall accountability for your project, whilst the operations manager and President will have involvement as and when needed and agreed at project outset.

There are other critical roles who will be involved in the day to day running of the project and will report daily to the project manager to ensure smooth running and successful outcome for the project.

## Typical field team structure



### **\*There will be at least 1 safety officer on duty at all times**

Each site will have a dedicated **site manager** whose role will be safe and efficient running of all site operations as well as liaison with the monitoring company onsite. This includes monitoring and inspecting all personnel and equipment that enters the site to ensure that all safety guidelines and procedures are adhered to. They will be present at daily team meetings to ensure that all reporting is accurate and any issues are managed.



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The **field supervisor's/Crew leaders** may be specific to one crew or depending on the size of the crew and the geography may oversee more than one.

Each crew will have a **Crew Foreman** who will be responsible for the daily activities of that crew. This includes ensuring that all equipment and personnel are safe and licensed for their role, ensuring that all safety equipment is available and used in order to preserve the safety of the workforce and the local community. He will also be responsible for scouting future debris locations, planning the logistics for each new location to include identifying routes to and from the location, identifying any hazards and providing solutions. Each day they will provide this information to the field supervisors for action over the following days.

Each day the crew foreman will be responsible for ensuring that correctly completed timesheets are produced by each member of the crew for each piece of equipment to be entered into the daily worksheet along with purchase orders. The daily reports compiled by the crew foreman will form an essential part of the daily management team meeting and are a crucial part of the project documentation process. This will include amongst other items: Loads per hour, production and cycle time of trucks focusing on efficiency of operations and progress toward project outcomes.

#### **Experience with FEMA reimbursement**

KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed.

Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients.

All of our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training to whatever level is required by The City of Coconut Creek.

#### **Equal opportunities**

KDF is an equal opportunity employer and recruiting decisions are made on skill, experience and suitability for the role along with business need and not on race, gender, color, age, religion, sexual orientation, national origin, ancestry, marital status, veteran status, politics or any other factor protected by law.

#### **Documentation**



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Accurate documentation and reporting management are critical functions of each project, ensuring that **The City of Coconut Creek** is provided with data required for receipt of federal funds.

At KDF we have developed processes to ensure high quality documentation is captured and available to our customers. We utilize industry leading **OCR software** (optical character recognition software) which enables us to convert hand written/scanned printed tickets directly onto the KDF servers. This improves capture time and accuracy and can be used with our own or customer field tickets. At our initial meeting with **The City of Coconut Creek** we will formalize our reporting and monitoring processes to ensure they meet the needs of both organizations and are established prior to project initiation.

As part of this process daily progress and quality control reports will be submitted to you which specify the extent and achievements of the current day as well as the schedule for the next day. Reports will include, list of roads that were cleared, number of Crews to include level of equipment, daily and cumulative totals of debris removed by type, daily and cumulative totals of debris processed, daily estimate of hazardous waste debris segregated, cumulative amount of hazardous waste stored, number of hazardous trees and hanging limbs removed as well as current or potential issues highlighted with solutions and a schedule of work completed/work planned for the following day. Each daily report should give a clear snapshot of daily and cumulative progress of all deliverables of the project as well as a projected completion date.

**Reimbursement assistance** can be provided by KDF to **The City of Coconut Creek** if required. We have extensive experience in providing the necessary documentation and support in preparing reimbursement claims and will agree with you at the outset of the project what level of support is appropriate.



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## Section 2. Qualifications and Experience

### Company Profile

KDF Enterprises, LLC is a leading nationwide provider of personnel, equipment and services for disaster recovery as well as general contracting and staffing solutions from our centers in Georgia, Alabama and Texas. Our management team has responded to everything from hurricanes, flooding, and agricultural disasters to debris management, site clearing, and rights-of-way maintenance.

KDF are committed to serving local communities with time critical recovery services and take pride in the reputation we have built for rapid deployment, excellent quality work and highly experienced project management ensuring that we complete our commitments on time and on budget.

We are ideally placed with multiple office locations

Alabama Head Office, 370 Mountain View Road, Springville, AL 35146

Georgia Office, 310 Tidwell Dr, Alpharetta, Georgia 30004

Texas Office, 1101 W 34<sup>th</sup> Street #211, Austin, TX 78705

California Office, 3941 Park Dr, Suite 20716, El Dorado Hills, CA 95762

Our main equipment location and Head Office is based in Springville Alabama and we have satellite locations in Texas, Georgia and California.

The KDF team has provided planning, management, equipment and personnel for the natural disaster recovery industry for more than 50 years combined. From smaller disasters such as floods and ice storms to major catastrophes, hurricanes, tornadoes and earthquakes, we are experienced in all phases of recovery. Our senior management team has developed an approach for responding to disasters that places it ahead of the industry. This approach governs the daily activities of KDF and is rooted in the following five principles:

- Responsiveness: We respond with a sense of urgency to satisfy our client's needs.
- Innovation: We strive to implement creative solutions that wholly satisfy the project's issues.
- Safety: We define ourselves by the safety of our employees and the communities where we work.
- Competitiveness: We offer a great value service that balances cost with performance ensuring we complete each project on time and on budget



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- Ethical: We approach each client and project with the highest regard for ethical standards and place honesty and integrity at the heart of what we do.

We take pride in maintaining the highest levels of safety, quality and integrity in all of our services and operations. KDF management has been involved in over 200 disaster projects throughout the US.

Whatever the scale of the event, our resources are substantial. Equipment and personnel can be deployed within hours. In addition to our own assets and resources, KDF maintains relationships with nationwide specialty subcontractors experienced in recovery missions.

Our Management team has a thorough understanding of the policies and procedures suggested and/or required by FEMA for reimbursement following major disaster declaration and we can confidently support and navigate our customers through the process.

In addition to our disaster recovery division, KDF also provides utility maintenance, site clearing, tree trimming and removal services to the private sector such as commercial and residential property owners, utility companies, DOT, universities and Municipalities. With experienced professional management and personnel, KDF can provide the needed expertise for planning, quality project execution and completion.

### **Compliance Standards and procedures**

At KDF our goal is to provide knowledgeable, dependable and flexible solutions to meet the needs of our customers whilst maintaining the highest levels of ethical conduct and compliance. We have developed an extensive set of compliance standards and procedures to ensure that it is not just what we do but how we do it remains the focus of all of our employees, either direct KDF employees or contractors.

We have set high professional standards for ourselves and our contractors which run through every aspect of what we do. These are at the core of our employee training commitments to ensure that all of our employees are not only highly competent in their individual roles but also that they are experts in our company policy and ethos. We expect this to be demonstrated in all of our interactions with colleagues, customers and the general public.

Our chief compliance officer is part of our senior management team to ensure that these standards are incorporated into every area of the company. We pride ourselves on the honesty and integrity of our employees and our compliance procedures and standards coupled with our employee training keeps us all accountable with every action every day.

### **Quality Control**



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For every project a specific Quality Control plan will be developed and this will outline the QC organization, roles and responsibilities, subcontractor roles and responsibilities, documentation requirements, detailed project milestones, monitoring procedures, close out procedures, issue management and termination procedures. All employees and subcontractors must adhere to the QC program and our QC lead will be onsite to monitor adherence throughout the project.

A strict and formal set of QC procedures are developed for every project to ensure that documentation procedures are appropriately actioned resulting in the highest quality of data made available. Daily Quality Control reports are completed and circulated to the client and the PM and QC lead will monitor the information in these daily reports to ensure accuracy of data and adherence to the agreed QC plan. All of this data will ensure that the project is on track both in terms of progress against milestones and quality of data produced and that this is communicated to the client at an agreed frequency.

### **Safety procedures**

Safety of our employees and the public are critical aspects to any project and as such safety and hazard procedures are incorporated into every part of our project plans led by our corporate safety plan.

Each individual project and customer will be provided with a project specific safety plan developed in accordance with all appropriate safety regulations. All of our employees receive formal training on our corporate safety plan as well as project specific training which is carried out at project induction. Each employee is required to maintain a minimum 40 OSHA certification level and receives bonuses based on their individual safety achievements.

Our aim is to provide a safe work environment to protect all personnel and property throughout the project, minimize/eliminate any potential hazards, ensure all employees are safe and competent to complete their obligations, provide continual monitoring on safety practices throughout the project and ensure any accidents are dealt with appropriately.

Communication is critical to the successful implementation of these procedures and this is outlined in our corporate communication plan to ensure that ongoing safety practices are reviewed daily.

### **Employee training**

At KDF we know that Our employees are our greatest asset and so investment in appropriate training to ensure that we are able to offer the best possible service to our customers is essential. We have an in-house training program that all employees are required to complete which includes topics such as safety, compliance, quality and responsibility. Our first responders are a critical part of our disaster management services and so training and regular practice and updates to this training drive part of their personal training plans.



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In addition, all appropriate staff complete ongoing industry and professional development training every year as outlined in their personal development plans. Our corporate training plan allows us to focus the training of our employees to ensure that we have qualified staff with expertise in our core business.

Employee personnel records are continually reviewed to ensure that at project initiation all qualifications, licenses and training are up to date and employees are ready for work.

Employee background checks are carried out on all new employees and this is an important requirement of working for and representing KDF. We use E-Verify as part of our Employee management process.

### **Experience with FEMA reimbursement**

KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed.

Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients.

All of our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training to whatever level is required by The City of Coconut Creek.

### **Equal opportunities**

KDF is an equal opportunity employer and recruiting decisions are made on skill, experience and suitability for the role along with business need and not on race, gender, color, age, religion, sexual orientation, national origin, ancestry, marital status, veteran status, politics or any other factor protected by law.

### **Documentation**

Accurate documentation and reporting management are critical functions of each project, ensuring that **The City of Coconut Creek** is provided with data required for receipt of federal funds.

At KDF we have developed processes to ensure high quality documentation is captured and available to our customers. We utilize industry leading **OCR software** (optical character recognition software) which enables us to convert hand written/scanned printed tickets directly onto the KDF servers. This improves capture time and accuracy and can be used with our own or customer field tickets. At our initial meeting with **The City of Coconut Creek** we will formalize our reporting and monitoring processes to ensure they meet the needs of both organizations and are established prior to project initiation.

As part of this process daily progress and quality control reports will be submitted to you which specify the extent and achievements of the current day as well as the schedule for the next day. Reports will



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include, list of roads that were cleared, number of Crews to include level of equipment, daily and cumulative totals of debris removed by type, daily and cumulative totals of debris processed, daily estimate of hazardous waste debris segregated, cumulative amount of hazardous waste stored, number of hazardous trees and hanging limbs removed as well as current or potential issues highlighted with solutions and a schedule of work completed/work planned for the following day. Each daily report should give a clear snapshot of daily and cumulative progress of all deliverables of the project as well as a projected completion date.

**Reimbursement assistance** can be provided by KDF to **The City of Coconut Creek** if required. We have extensive experience in providing the necessary documentation and support in preparing reimbursement claims and will agree with you at the outset of the project what level of support is appropriate.

### **Recycling**

Having worked every major Hurricane since 2003 along with numerous other natural disasters the KDF has extensive experience of solid and hazardous waste management. At KDF we have a strong focus on recycling and reducing the amount of debris that ends up in our landfill sites. We make every effort to find local sources where the resulting mulch can be used for renewable energy, environmental resourcing and erosion support in the local environment. We also implement a recycling and reduction program for C+D debris, Metal maulers and shredders may be used for metal debris in agreement with the City. Concrete, asphalt and masonry debris can be crushed and used as a base material for road construction. Great care will be taken to seek to recycle all appropriate materials that cannot be reduced at local recycling centers.

### **Key Company Officials**

**Wade Kilpatrick-President**

407-257-9171

Wade@kdfllc.com

**Chad Harrison-Project Manager**

229-563-5351

Chad@kdfllc.com



**KDF Enterprises, LLC**

Marty Martin-Chief Financial Officer

812-550-4222

marty@kdfllc.com



**KDF Enterprises, LLC**

**Certificate of Existence**

Control Number : 14065083

**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**CERTIFICATE OF EXISTENCE**

I, **Brian P. Kemp**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**KDF Enterprises LLC**  
a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 16255580  
Date Inc/Auth/Filed : 07/01/2014  
Jurisdiction : Georgia  
Print Date : 10/16/2018  
Form Number : 211



Brian P. Kemp  
Secretary of State



**KDF Enterprises, LLC**

## Financial Capability

Please find below details on our financial stability including a bank reference and letter from our bonding company.

A Full financial statement can be provided on request

### **Bonding company (Surety Letter)**

BancorpSouth Insurance services Inc.  
213 Porter Ave  
PO Box 228  
Biloxi  
MS 39533-0228

### **Bank Details (letter attached)**

JP Morgan Chase Bank  
221 W Sixth Street  
Austin  
TX 78701

### **Insurance**

McGriff, Siebels and Williams of Texas, Inc  
5080 Spectrum Dr, Suite 900E  
Addison Tx 75001



**KDF Enterprises, LLC**

## Bonding Capacity



August 16, 2017

KDF Enterprises, LLC  
310 Tidwell Drive  
Alpharetta, GA 30004

**Re: Bonding Capacity Letter**

To Whom It May Concern:

Please be advised that we have a bond program set up for KDF Enterprises, LLC through U.S. Specialty Insurance Company, an A++ XV Best Rated Carrier, that provides them with the capacity to bid on single jobs up to \$20,000,000 with a total aggregate bond program of \$50,000,000. We will certainly entertain larger jobs on a case by case basis should that occasion arise.

We stand ready and able to issue bonds for this contractor at any time. Of course, final approval of any bid and performance and payment bonds will be at the discretion of the surety company. The Surety reserves the right to review each submission and base the final decision upon standard underwriting requirements and financial conditions, which exist at the time of the bond request.

We highly recommend KDF Enterprises, LLC to your company. If you have any questions or wish to discuss further, please feel free to call me at 1-800-277-0856

Sincerely,

  
Jim Brashier  
Regional President  
JEB/dbm

213 Porter Avenue • 39530 • P.O. Box 228 • Biloxi, MS 39533-0228 • 228-374-2000 • FAX 228-432-7420  
[www.bxsi.com](http://www.bxsi.com)



**KDF Enterprises, LLC**

## Bank Reference



August 18, 2017

To Whom It May Concern:

Please be advised that KDF Enterprises LLC have maintained an excellent account relationship with JPMorgan Chase since 2014, and are valued customers of the firm.

KDF Enterprises LLC have average twelve month funds on deposit in excess of \$1,000,000.

These and all other accounts have been handled in a highly satisfactory manner. Please feel free to direct any further questions to me at the telephone number listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith K. Mayfield".

Keith K. Mayfield  
JPMorgan Chase Bank  
Vice President - Business Banking  
512.479.2061  
[Keith.k.mayfield@chase.com](mailto:Keith.k.mayfield@chase.com)

JPMorgan Chase Bank, N.A. • Business Banking • Mail Code TX3-8345, 221 W. Sixth St., Austin, TX 78701  
Telephone: 512-479-2061 • Facsimile: 512-287-3055



**KDF Enterprises, LLC**

# Insurance (example certificate)

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/05/2018		
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 MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 5080 Spectrum Dr., Suite 900E Addison, TX 75001		CONTACT NAME: PHONE (A/C No, Ext): 469-232-2100 FAX (A/C, No): E-MAIL: ADDRESS:				
INSURED KDF Enterprises, LLC 1101 W. 34th Street, Suite 211 Austin, TX 78705		INSURER(S) AFFORDING COVERAGE INSURER A :Travelers Property Casualty Company of America 25674 INSURER B :Great Divide Insurance Company 25224 INSURER C :Nautilus Insurance Company 17370 INSURER D : INSURER E : INSURER F :		NAIC #		
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:4ZTT5Q4R</b>		<b>REVISION NUMBER:</b>		
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.						
LINE	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Including Contractors Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC OTHER:		ECP2024193-11	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP2024195-11	10/01/2018	10/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		FPX2024194-11	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Products & Completed Ops \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	DK97234A, ALISA Only	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



## Past Performance

### **Alabama Tornado, March 2019**

KDF is currently providing management, collection, removal and disposal services for debris resulting from the March 2019 Tornado in Lee County, Alabama.

### **2018 Hurricane Florence, City of Lumberton, North Carolina**

KDF is providing management, collection, removal and disposal services for Hurricane Florence related debris to the City of Lumberton, North Carolina. September 2018

### **Alabama Tornado 2018**

KDF provided management, collection, removal and disposal of tornado related debris across Calhoun County, Jacksonville and JSU in 2018, managing in excess of 400 cu yards of debris. \$2,123,286.00

### **2017 Hurricane Maria, Puerto Rico**

**Hurricane Maria** is regarded as the worst natural disaster on record in Dominica and Puerto Rico. The category 5 Hurricane was the deadliest storm of the hyperactive 2017 Atlantic hurricane season. Puerto Rico suffered catastrophic damage, including destruction of its previously damaged electrical grid. Total losses from the hurricane are estimated at upwards of \$91.61 billion (2017 USD), mostly in Puerto Rico, ranking it as the third-costliest tropical cyclone on record. Recovery got off to a slow start in Puerto Rico and starting in Dec 2017 KDF teams assisted in the recovery efforts across the North and East of the Island. \$5,704,277.00

### **2017 Hurricane Irma, Florida**

Irma was the first Category 5 hurricane of the 2017 Atlantic hurricane season in September and caused widespread and catastrophic damage throughout its long lifetime, particularly in the northeastern Caribbean and the Florida Keys. It was also the most intense hurricane to strike the continental United States since Katrina in 2005, the first major hurricane to make landfall in Florida since Wilma in the same year, and the first Category 4 hurricane to strike the state since Charley in 2004. Total losses from the hurricane are estimated at More than \$50 billion in the US alone. KDF teams assisted in the recovery efforts across multiple counties and cities in Florida. \$15,924,334.00

### **2017 Hurricane Harvey, Houston**

**Hurricane Harvey** is tied with Hurricane Katrina as the costliest tropical cyclone on record, inflicting at least \$125 billion (2017 USD) in damage, primarily from catastrophic rainfall-triggered flooding in the Houston metropolitan area. It was the first major hurricane to make landfall in the United States since Wilma in 2005, ending a record 12-year span in which no hurricanes made landfall at such an intensity in the country. In a four-day period, many areas received more than 40 inches (1,000 mm)



**KDF Enterprises, LLC**

of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. With peak accumulations of 60.58 in (1,539 mm), Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, displaced more than 30,000 people, and prompted more than 17,000 rescues. KDF was onsite as the hurricane hit and KDF teams assisted in the recovery efforts across multiple counties and cities in Texas. Disaster debris removal and disposal of 600,000+ Cubic Yards of debris resulting from Hurricane Harvey in the City of Houston and also 700,000+ Cubic Yards in Harris County.

### **2016 Hurricane Matthew Hurricane**

Hurricane Matthew, a powerful Category 5 Atlantic hurricane, brought widespread destruction, devastation, and loss of life in the fall of 2016. Matthew was the first Category 5 Atlantic hurricane since Felix in 2007 and the second major hurricane to strike the region in the 2016 hurricane season. It caused over \$15 billion worth of damage. This storm swept up the Atlantic seaboard of the United States, leaving extensive property damage and debris in its wake along the coastal areas. KDF was on site as the hurricane struck, ready to direct push crews to clear the roads for emergency vehicles as soon as the storm cleared. After the storm passed, KDF orchestrated recoveries around the Daytona Beach, Florida area; St. Augustine, Florida; as well as the North Carolina counties of Roberson, Bladen, and Columbus leading to hauling over 200,000 cubic yards of debris and cut over 60,000 to help restore these communities.

### **2016 Hurricane Hermine**

Until Hurricane Hermine, Florida had enjoyed a period of about ten years without a hurricane making landfall. In the fall of 2016, Hermine developed as the ninth tropical depression in the and became the hurricane that struck the Florida panhandle, causing substantial damage, debris, and flooding across the region. KDF was on site immediately, working closely with Florida DOT representatives to ensure a quick response. In the recovery, KDF managed the collection, hauling, and proper disposal of over 20,000 cubic yards of debris in Leon County and Tallahassee, Florida.

### **2016 Louisiana Severe Flooding**

During the fall of 2016, Louisiana suffered persistent heavy rainfall resulting in catastrophic flooding in the state. Numerous rivers and other bodies of water reached record heights, and rainfall surpassed twenty inches in various parishes. KDF managed over twenty-five haul trucks in the Baton Rouge and Lafayette areas. This project included the implementation and installation of a GPS tracking system for all of the trucks. The GPS system tracked the trucks in real time and stored travel logs of the trucks for the entire project, reviewable by both the monitoring firm and Louisiana DOT. As a result, KDF orchestrated the hauling over 150,000 cubic yards of debris and provided Louisiana a substantial step towards returning the area to normal.

### **2015 – 2016 Texas Flood Event**



**KDF Enterprises, LLC**

After days of heavy rain, Texas was slammed with a slow moving torrential rainfall that created multiple punishing floods throughout the region. Over 1,000 homes were damaged or destroyed from the resulting disaster. Tens of millions of dollars of repair work was needed to repair and restore public infrastructure and address the resulting debris strewn throughout the area. KDF was involved with hauling and clearing for Hays County, Caldwell County, Martindale, and San Marcos, helping to restore and repair the streets with ROW work as well as clearing debris from the parks and rivers. Search and recover. For our outstanding work, KDF received multiple commendations including the City of San Marcos and Hays County Emergency Medical Services.

### **2015 Avian Flu Outbreak, Iowa**

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*'The KDF team's work during this stressful time was superb. Their skill and experience is excellent and I give my highest endorsement'*

*Oscar Hairell Assistant Director-community service, City of San Marcos*

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Two key elements provided by KDF Enterprises, LLC were the preparation and disinfecting of HPAI contaminated facilities. Although activated over the July 4<sup>th</sup> holidays. KDF Enterprises LLC was able to mobilize over 200 staff members and all necessary equipment to Iowa with 24-48 hrs to start this project. After seeing our commitment to completing the projects awarded to us, the USDA continued to amend our scope. KDF completed over \$50,000,000 of work within 3 months. Our goal was to have farmers back in their farms and back to normal as soon as possible. Our work was not only well received by the USDA but the farmers themselves, recommending us highly to other farmers in the area and the USDA. While this project was very demanding, KDF's team still met all expectations for work it was carrying out for TXDOT. Cleaning up ROW and Hazardous trees that posed a danger to the public at large.

### **2015 Tennessee Ice Storm**

In February of 2015, Tennessee was hit with an ice storm that was described as the worst ice storm to hit Middle Tennessee in two decades. Power outages spread throughout the area as electric lines suffered from freezing rain and falling limbs. Trees were knocked down due to the staggering amount of ice accumulation. To make matters worse, the temperature was historically low—the lowest average February temperature for the area in over thirty years. Despite these hardships, KDF still managed the hauling of over 160,000 cubic yards of debris from the area.

### **2014 South Carolina and North Carolina Ice Storm**



**KDF Enterprises, LLC**

The mid-February ice storm of 2014 imparted catastrophic economic damage, loss of life, and destruction to North and South Carolina. Snow, sleet, and frozen rain soaked covered the trees and roads wreaking widespread disruption for transportation, power transmission, and daily life. South Carolina suffered over \$360 million worth of damage to its forestland, negatively impacting the very important timber industry in the area. KDF responded quickly to the situation, and managed multiple projects across counties and states. The cut and haul crews covered over 4,600 miles within Horry and Georgetown counties. KDF's team hauled over 75,000 cubic yards of debris and cut over 10,000 broken limbs and leaning trees in Guilford county.

### **2011-2013 Bastrop wild fire**

The 2011 drought in central Texas paved way for one of the most devastating fires to ever hit the United States, burning over 40,000 acres with 1700 structures damaged. KDF's team were instrumental in assisting Bastrop County through these hard times. Wade Kilpatrick met on a daily basis with Bastrop County, FEMA's Environmental team and the Endangered species consultants contracted with FEMA, to be sure no impact was made to the Houston Toad.

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*"while Bastrop went through some very trying times, with the PPDR program and the Endangered Species Act, Wade Kilpatrick and Peter Sander not only met every requirement, but exceeded any expectations Bastrop County had from a contractor"*

*Ronnie Moore Bastrop County Engineer*

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### **2011 Tornado Outbreak and hurricane Irene**

In 2011 hurricane Irene hit the east coast of North Carolina, KDF's Management team members managed 10 projects along the coast. Due to proximity of this storm, logistics was key. Working with clients and utilizing barges to move equipment around where roads had been washed away. The team managed Collection and disposal of 300,000 cubic yards and over 15,000 dangerous hangers from these areas. Due to the amount of flooding along the coast the collection and disposal of HHW was a huge undertaking.

### **Deepwater Horizon Oil Spill**



**KDF Enterprises, LLC**

During 2010 the BP Oil Spill was affecting a lot of the coast line in the Gulf of Mexico. Members of KDF's management team were responsible for the oversight and organization of boom being placed, then collected daily for disposal of oil. This was several thousands of feet of boom on a daily basis. KDF also had team members that were part of the beach remediation process.

### **Hurricanes Gustav and Ike**

**Hurricane Gustav** was the second most destructive hurricane of the 2008 Atlantic hurricane season. Damage in the U.S. totaled to \$4.3 billion (2008 USD)

**Hurricane Ike** was a powerful tropical cyclone that swept through portions of the Greater Antilles and Northern America in September 2008, wreaking havoc on infrastructure and agriculture, particularly in Cuba and Texas.

In the 2008 Hurricane season, KDF's Management team worked on multiple projects including The City of Galveston, Galveston County which included the devastated area of Bolivar Peninsula. With such a large devastated area, resources were pulled from all over the country to assist in the cleanup efforts. KDF's team at the time got to assist several communities with contract management and ensuring all debris was collected from their jurisdiction and help their community recover from devastation. Boliver not only lost homes to hurricane Ike, but due to erosion, both roads and land were lost.

### **Hurricanes Katrina, Rita and Wilma**

**Hurricane Katrina** was an extremely destructive storm that hit the Gulf Coast of the United States in August 2005. It was the costliest natural disaster and one of the five deadliest hurricanes in the history of the United States. Total property damage was estimated at \$108 billion (2005 USD). Over fifty breaches in New Orleans's hurricane surge protection were the cause of the majority of the death and destruction during Katrina on August 29, 2005. Eventually 80% of the city and large tracts of neighboring parishes became flooded, and the floodwaters lingered for weeks

**Hurricane Rita** was the fourth-most intense Atlantic hurricane ever recorded and the most intense tropical cyclone ever observed in the Gulf of Mexico. Part of the record-breaking 2005 Atlantic hurricane season, which included three of the six most intense Atlantic hurricanes ever recorded (along with #1 Wilma and #6 Katrina) Throughout the path of Rita, damage totaled about \$12 billion.

**Hurricane Wilma** was the most intense tropical cyclone ever recorded in the Atlantic basin, and was the most intense tropical cyclone recorded in the western hemisphere until Hurricane Patricia in 2015. Damage is estimated at \$29.4 billion, \$21 billion of which occurred in the United States alone. As a result, Wilma is ranked as the fifth costliest storm in United States history.

During the 2005 hurricane season KDF Enterprises, LLC Management team got to experience some of the most unusual FEMA reimbursed projects to date, including over 600 vessels and 20,000 traps from the ocean surrounding the Florida Keys. This area is ecologically sensitive and required a very close



**KDF Enterprises, LLC**

working relationship between KDF’s Wade Kilpatrick and the U.S. Fish and Wildlife. Other projects outside of debris generated on public rights-of-way, included beach remediation and erosion control. Also marine debris collected on navigable waterways, vessel recovery. KDF’s Wade Kilpatrick also managed a team of surveyors on behalf of the City of New Orleans to find properties affected by Hurricane Katrina, this led into the demolition of over a 1000 residential structures.

**Hurricanes Frances, Charley, Ivan and Jeanne**

The 2004 Atlantic hurricane season was the costliest Atlantic hurricane season on record until surpassed by the following year. More than half of the 16 tropical cyclones brushed or struck the United States. Hurricane Charley caused \$15.1 billion in damage in the United States alone. Later in August, Hurricane Frances struck the Bahamas and Florida, causing at least 49 deaths and \$9.5 billion in damage. The most intense storm, and the one that caused the most damage, was Hurricane Ivan, causing catastrophic destruction on the Gulf Coast of the United States, especially Alabama and Florida. The most significant tropical cyclone in terms of deaths was Hurricane Jeanne. In Haiti, torrential rainfall in the mountainous areas resulted in mudslides and severe flooding, causing at least 3,006 fatalities. Jeanne also struck Florida, inflicting extensive destruction. Overall, the storm caused at least \$8.1 billion in damage and 3,042 deaths.

During the 2004 Hurricane season, The KDF team members worked on multi projects, responding to four declared disasters, Frances, Charley, Ivan and Jeanne. Due to the magnitude of debris generated from the 2004 Hurricane Season, KDF’s management staff had to deal with multiple projects at any given time, of which none resulted in any loss of attention to detail. All projects were reimbursed with no loss in funds to the clients.

Storm / Project	YEAR	Event/Client	State	Description of Work
Alabama Tornado	2019	Lee County, AL	AL	Debris removal, reduction and disposal
Hurricane Florence	2018	City of Lumberton, NC	NC	Debris removal, reduction and disposal
Alabama Tornadoes	2018	Jacksonville	AL	Debris removal, reduction and disposal
Alabama Tornadoes	2018	Calhoun County	AL	Debris removal, reduction and disposal
Alabama Tornadoes	2018	Jacksonville State University	AL	Debris removal, reduction and disposal



Hurricane Maria	2017	Tu Hogar Renase- Home restoration project 2018	Puerto Rico	Remediation and construction of 1300 homes in the aftermath of Hurricane Maria
Hurricane Maria	2017	RPF Emergency Services Puerto Rico East	Puerto Rico	Debris removal, reduction and disposal
Hurricane Maria	2017	RPF Emergency Services Puerto Rico North	Puerto Rico	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services Ft Lauderdale	FL	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services Miami	FL	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services North Miami	FL	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services Miami Beach	FL	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services Orlando	FL	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services	FL	Debris removal, reduction and disposal



		St Augustine		
Hurricane Irma	2017	RPF Emergency Services Surfside	FL	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services Monroe County	FL	Debris removal, reduction and disposal
Hurricane Irma	2017	RPF Emergency Services Brunswick Co.	GA	Debris removal, reduction and disposal
Hurricane Harvey	2017	RPF Emergency Services Aransas Pass	TX	Debris removal, reduction and disposal
Hurricane Harvey	2017	RPF Emergency Services Bellaire	TX	Debris removal, reduction and disposal
Hurricane Harvey	2017	RPF Emergency Services Harris Co.	TX	Debris removal, reduction and disposal
Hurricane Harvey	2017	RPF Emergency Services City of Houston	TX	Debris removal, reduction and disposal
Hurricane Harvey	2017	RPF Emergency Services Humble	TX	Debris removal, reduction and disposal
Hurricane Harvey	2017	RPF Emergency Services	TX	Debris removal, reduction and disposal



		Jefferson Co.		
Hurricane Harvey	2017	RPF Emergency Services San Marcos	TX	Debris removal, reduction and disposal
Hurricane Mathew	2016	Florida DOT district 5	FL	Debris removal, reduction and disposal
Hurricane Mathew	2016	St Augustine	FL	Debris removal, reduction and disposal
Hurricane Mathew	2016	Florida DOT district 2	FL	Debris removal, reduction and disposal
Hurricane Mathew	2016	NC DOT	NC	Debris removal, reduction and disposal
Hurricane Hermine	2016	Florida DOT district 3	FL	Debris removal, reduction and disposal
Louisiana Floods	2016	District 61	LA	C&D and vegetative debris removal, reduction and disposal
Avian Flu outbreak	2015	USDA	IA	Cleaning and disinfection of laying Barns, Vehicles and personal decontamination.
Texas Floods	2015	City of San Marcos	TX	C&D and vegetative debris removal, reduction and disposal
Texas Floods	2015	Hays County	TX	C&D and vegetative debris removal, reduction and disposal
Texas Flood	2015	Wimberley	TX	C&D and vegetative debris removal, reduction and disposal
Tennessee Ice storms	2015	Putnam County	TN	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
Tennessee Ice storms	2015	Overton County	TN	Hazardous leaner hangar Removal and Debris removal, reduction and disposal



South Carolina Ice Storm	2014	SC DOT / Horry County	SC	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
South Carolina Ice Storm	2014	SC DOT / Georgetown County	SC	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
South Carolina Ice Storm	2014	SC DOT Aiken County	SC	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
North Carolina Ice Storm	2014	NC DOT Davidson County	NC	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
North Carolina Ice Storm	2014	NC DOT Guilford County	NC	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
North Carolina Ice Storm	2014	City of Archdale	NC	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
Oklahoma Ice Storm	2014	City of Norman	OK	Hazardous leaner hangar Removal and Debris removal, reduction and disposal
Moore Oklahoma Tornado	2013	City of Oklahoma City	OK	Debris Removal, Reduction and Disposal
Shawnee, OK Tornado	2013	City of Shawnee	OK	Debris Removal, Reduction and Disposal
Cleveland County, OK Tornado	2013	Cleveland County	OK	Debris Removal, Reduction and Disposal
Industrial Demolition / Concrete Crushing	2013	Louisiana German Pellet	LA	Demolition, Breaking of Concrete and Site Preparation of over 1.3 million SF of concrete slab. Crushing and screening of over 100,000 tons of concrete
Hurricane Isaac	2012	St. John the Baptist Parish	LA	Debris Removal, Reduction and Disposal
Hurricane Isaac	2012	Plaquemines Parish	LA	Debris Removal, Reduction and Disposal
Hurricane Isaac	2012	Morgan City	LA	Cut and clearing of Power Line ROW / Debris Removal, Reduction and Disposal.



Dilley, TX Land Clearing	2012	Hiner Ranches / Ledwig Farms / Mimosa Farms / Beever Farms / MAALT Enterprises / HLI Energy / Ewald Ranch	TX	Multiple ongoing land clearing projects ranging from small to several thousand acre projects for the oil field industry, new construction, hunting properties and farm land.
Super Storm Sandy	2012	City of New York	NY	Extraction, Removal and Disposal of Hazardous Stumps in Parks and ROWs in all 5 Boroughs of NY City
Super Storm Sandy	2012	Tryon Park, New York City	NY	Removal and Disposal of Hazardous Leaner Hangars
Super Storm Sandy	2012	Forest Park, New York City	NY	Removal and Disposal of Hazardous Leaner Hangars
Super Storm Sandy	2012	Ally Pond Park, New York City	NY	Removal and Disposal of Hazardous Leaner Hangars
Super Storm Sandy	2012	Breezy Point, New York City	NY	Debris Removal, Reduction and Disposal
Super Storm Sandy	2012	Long Island	NY	Debris Removal, Reduction and Disposal
Bastrop County Wildfires	2011	Bastrop County	TX	Cut, removal and disposal of 70,000 burned trees on County ROWs and Private Properties
Bastrop County Wildfires	2011	TX DOT	TX	Cut, removal and disposal of burned trees on State ROWs
BP Oil Spill	2011	BP – Deepwater Horizon	AL	7 screening operations for the cleanup of Dauphin Island, AL and WestPoint Island, AL Beaches.
Commercial Demolition / Concrete Crushing	2011	City of Brownwood	TX	Site preparation, Demolition, Concrete Breaking / Crushing and screening Concrete for reuse in new city owned facility



Demolition / Site Preparation	2011	Prosperity Bank of Brownwood	TX	Controlled Demolition of 4 Bldgs. and debris removal / Site Preparation of Sub-Grade for new construction
Hurricane Irene	2011	City of Jacksonville	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Dare County Schools, North Carolina	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Dare County, North Carolina	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Henrico County	VA	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Kill Devil Hills, North Carolina	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Kitty Hawk	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Kitty Hawk, North Carolina	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Manteo, North Carolina	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Nags Head	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Nags Head, North Carolina	NC	Debris Removal, Reduction and Disposal
Hurricane Irene	2011	Southern Shores	NC	Debris Removal, Reduction and Disposal
Hurricane Ike	2008-2010	Galveston County	TX	Crushing & Screening of Concrete Slabs from destroyed homes
Hurricane Ike	2008	City of Bayou Vista	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	Galveston County - Bolivar Peninsula	TX	Debris removal, Reduction and Disposal / vessel Removal, vehicle recovery / search and recovery / Private property debris removal / Removal of Salt Water Killed Historical Trees
Hurricane Ike	2008	City of Clear Lake Shores	TX	Debris Removal, Reduction and Disposal / Vessel Recovery and Disposal



Hurricane Ike	2008	City of Dickinson	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of El Lago	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of Galveston	TX	Removal of Saltwater Killed Historical Trees / Debris Removal, reduction and Disposal / vessel removal / Private Property Demolition
Hurricane Ike	2008	City of Jamaica Beach	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of Kemah	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of La Marque	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of League City	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of Santa Fe	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of Seabrook	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of Texas City	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of Tiki Island	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	City of Webster	TX	Debris Removal, Reduction and Disposal
Hurricane Ike	2008	Galveston County	TX	Removal of salt water killed historical trees / Private Property Demolition Program / Debris Removal, Reduction and Disposal
Hurricane Gustav	2008	City of New Orleans	LA	Debris Removal, Reduction and Disposal
Hurricane Gustav	2008	St. John the Baptist Parish	LA	Debris Removal, Reduction and Disposal
Groundhog Day Tornadoes	2007	Lake County	FL	Debris Removal, Reduction and Disposal
Industrial Demolition / Equipment Relocation	2007 - 2008	PG and E Recycling, Little Elm, TX	TX	Demolition and Site Grading including debris disposal and the relocation of plant machinery
Buffalo Snow Storm	2006	Kenmore	NY	Debris Removal, Reduction and Disposal



Buffalo Snow Storm	2006	Tonawanda	NY	Debris Removal, Reduction and Disposal
Cross Plains Wild Fire	2005	City of Cross Plans	TX	Removal. Reduction and Disposal from City ROWs
Hurricane Wilma	2005	Marathon	FL	Debris Removal, Reduction and Disposal
Hurricane Katrina	2005	Marathon	FL	Debris Removal, Reduction and Disposal
Hurricane Katrina	2005	Monroe County	FL	Debris Removal, Reduction and Disposal
Hurricane Katrina	2005	New Orleans	LA	Demolition of 1,600 structures / DEBRIS REMOVAL, REDUCTION AND DISPOSAL
Hurricane Dennis	2005	Marathon	FL	Debris Removal, Reduction and Disposal
Hurricane Rita	2005	Marathon - Should this be Ft. Laud	FL	Debris Removal, Reduction and Disposal
Hurricane Rita	2005	Monroe County	FL	Waterways clean up / Debris removal, Reduction and Disposal
Hurricane Wilma	2005	Monroe County	FL	Recovery of 600 vessels and disposal / Debris removal, reduction and disposal
Hurricane Dennis	2005	Monroe County	FL	Debris Removal, Reduction and Disposal
Hurricane Charley	2004	Lake County	FL	Debris Removal, Reduction and Disposal
Hurricane Charley	2004	Orlando	FL	Debris Removal, Reduction and Disposal
Hurricane Jeanne	2004	Lake County	FL	Debris Removal, Reduction and Disposal
Tropical Storm Hanna	2002	Haywood County	NC	Demolition of structures / Debris removal and disposal / Reconstruction of homes / Restoration of rivers and waterways
Hurricane Isidore	2002	Jackson County	NC	Demolition of structures / Debris removal and disposal / Reconstruction of homes / Restoration of rivers and waterways

**Litigation Summary-** Nothing to declare



**KDF Enterprises, LLC**

## **Project Management**

### **Our Team**

At KDF we pride ourselves on delivering within the agreed timeframe and we have never defaulted on any project for time mismanagement or any other reason. We have a dedicated team identified for this project and commit to you keeping the same project manager throughout its entirety ensuring that all of the agreed milestones are met.

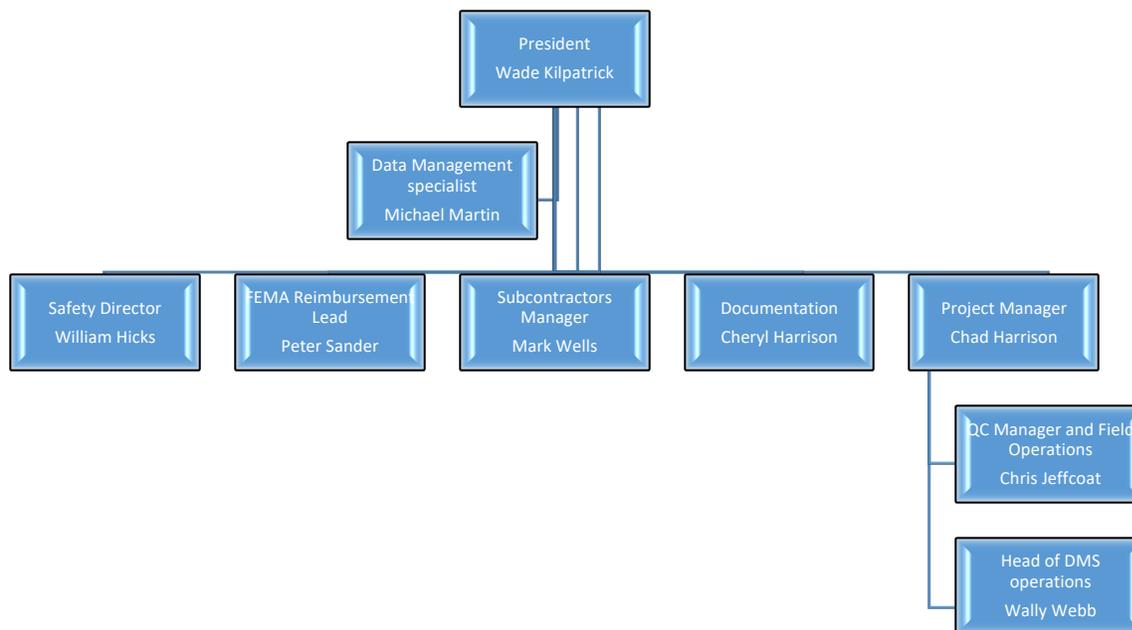
No employee proposed for this project has been a defendant in any proceeding involving or arising out of debris removal services within the past (5) years.

Having worked every major hurricane since 2003 as well as other disasters our senior leadership team have spent many years practicing and perfecting communication channels and organizational structures which drive success. Communication and accountability is at the core of these processes along with structured and developed project management. At all stages of the projects evolution we use a RACI model (Responsible, Accountable, Consulted, informed) to drive project progress by ensuring that everyone knows who is accountable for what and understands their own responsibilities. We have found this a great way of communicating both internally as well as with the cities/counties we work with and leads to very clear coordination of activities, distribution of information across organizations and ultimately project success

Proposed Organizational Chart for **The City of Coconut Creek (resumes below)**



**KDF Enterprises, LLC**



The % of time availability for each of the team will be dependent on the size and scale of the project and what is needed to ensure successful completion within the agreed time scales. Project Manager and the local project team will be 100% dedicated to the project with appropriate time allocation for the support service functions. This will be agreed with the city/county at the outset.

In addition to our core team, KDF maintains a solid group of superintendents, project coordinators, project operators, CDL drivers, mechanics, groundsmen and certified traffic control operators who are all experienced in the disaster recovery field. KDF believes that its employees are its greatest asset and their safety is of the highest priority. Each KDF employee is required to maintain a minimum OSHA certification level.

KDF Enterprises owns a fleet of trucks and specialized heavy equipment specifically designed for debris recovery. In addition we have strong relationships with hundreds of subcontractors through whom we have access to additional equipment and expertise. KDF and our subcontractors have contracts with national equipment leasing companies ensuring that we are capable of mobilizing a substantial fleet of debris recovery vehicles to meet the needs of this project.

**Subcontractors** (For an example *Subcontractors contract* and a *Subcontractors protocol policy and checklist* please see additional information section at the end of this proposal)



When establishing a response team, we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the area's economy. For this project we anticipate the majority of the work being carried out in house with minimal need for subcontractors.

Once a storm hits The KDF Enterprises, LLC Project Manager along with the County/City representative will take the area Maps and divide into manageable Zones divided by roads. Subcontractors or KDF's company owned equipment will be assigned to zones. This ensure that we can verify roads have been completed in each zone for each pass required. Depending upon zone size, a KDF supervisor will be assigned to zone/s to verify a pass has been completed on each road in zone. The Supervisor will stay in contact with County/City representative to ensure that there is agreement that a full pass of each zone has been made and date completed.

All of this enables us to manage our capacity effectively and our current workload will not affect our ability to provide the services within this RFP within the agreed timeframe.



**KDF Enterprises, LLC**

## WADE KILPATRICK

### Key Expertise

Public Assistance Projects  
FEMA Project Worksheet Development  
Supervising Field Operations  
FEMA Appeals Support  
FEMA Compliance Monitoring and Auditing Oversight  
Collection/Disposal Monitoring  
Private Property Debris Removal Administration  
Waterway Cleanup

### Training and Certifications

OSHA 510: 40-Hour Construction Safety  
OSHA 40-Hour HAZWOPER  
OSHA 7600 Disaster Site Worker  
OSHA 10-Hour Construction Safety  
IS-00700: NIMS, An Introduction

Mr. Kilpatrick is the president and founder of KDF Enterprises, LLC. Mr. Kilpatrick has an intimate understanding of all aspects of emergency response activities from both the contractor and monitoring perspective. Mr. Kilpatrick is experienced in all aspects of disaster planning and recovery including mobilizing response teams, permitting debris sites, staging logistics, and Federal Emergency Management Agency (FEMA) compliance monitoring protocol and reimbursement policies. He also provides private property Right of Entry administration, waterways clean-up and beach remediation services.

Through his disaster recovery work, Mr. Kilpatrick has developed substantial knowledge of federal, state and local regulations pertaining to solid waste management, hazardous waste management, FEMA, Department of Transportation (DOT), Florida Department of Labor (FDOL),



**KDF Enterprises, LLC**

Occupational Safety and Health Administration (OSHA), and Federal Highway Administration (FHWA) regulations, policies and reimbursement processes. He has an extensive understanding of the evolution of FEMA regulations, protocols, processes and guidance with respect to homeland security, disaster preparedness, response and recovery. Mr. Kilpatrick brings a wealth of knowledge of the FEMA PA Program as well as funding programs through other agencies such as FHWA, NRCS, HUD, etc.

### Professional Experience

#### Hurricane Florence 2018

##### City of Lumberton, NC

**President-** As president and project sponsor Mr Kilpatrick's role was overseeing all operations and ensuring project leadership was successfully implemented. His expertise in all areas of disaster management and hands on approach ensure that KDF's operations run efficiently and effectively.

#### Alabama Tornadoes 2018

##### Calhoun County, Jacksonville, JSU

**President-** As president and project sponsor Mr Kilpatrick's role was overseeing all operations and ensuring project leadership was successfully implemented. His expertise in all areas of disaster management and hands on approach ensure that KDF's operations run efficiently and effectively.

#### Puerto Rico Tu Hogar Renase-Home restoration project 2018

#### Hurricane Maria (Puerto Rico), Irma and Harvey Debris Program Management (2017)

**President-** As president and project sponsor Mr Kilpatrick's role was overseeing all operations and ensuring project leadership was successfully implemented. His expertise in all areas of disaster management and hands on approach ensure that KDF's operations run efficiently and effectively.

#### Louisiana Floods, Hurricane Hermine and Matthew Disaster Debris Program Management (2016)

##### Louisiana DOT District 61

##### Leon County, FL



KDF Enterprises, LLC

Florida DOT District 3

Florida DOT District 2

Florida DOT District 5

St. Augustine Beach, FL

North Carolina DOT District 6

### Ice Storm Disaster Debris Program Management (2014-15)

Horry and Georgetown County, South Carolina DOT

Mr. Kilpatrick was a member of the first response team and was deployed to the eastern portion of South Carolina following a devastating early season ice storm that buried the state. Mr. Kilpatrick was responsible for collection and disposal eligible debris. He also provided fleet management services to ensure KDF's operations ran efficiently and effectively.

### Wildfire Disaster Debris Program Management (September 2011–13)

Bastrop County, Texas

**Project Manager.** Following the wildfires in Bastrop County, Mr. Kilpatrick coordinated daily with FEMA environmental and licensed biological experts due to working in an endangered species habitat. He also enforced requirements, agreed upon by the U.S. Fish and Wildlife Service (USFW) and FEMA, with the Bastrop County contractor. The project resulted in 750 private property debris removals, the removal of 30,000 burnt trees, and the removal of 15,000 burnt trees from the right-of-way (ROW).

### Hurricane Ike Disaster Debris Program Management (September 2008–September 2010)

City of Galveston, Texas

**Project Manager.** Mr. Kilpatrick was the project manager for the private property debris removal that consisted of over 2,600 ROE properties. He also assisted the City of Galveston in accessing private property with a nuisance abatement ordinance and managed debris removal and the removal of over 30,000 salt water killed trees.

### Hurricane Ike Disaster Program Management (September 2008–October 2009)

Galveston County, Texas

**Operations Manager.** As operations manager, Mr. Kilpatrick assisted with over 3,000 private property debris removals, the removal of automobiles, e-waste, and salt water killed trees, and assisted with debris cleanup.



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### Hurricane Wilma Disaster Debris Program Management (July 2005–February 2006)

Monroe County, Florida

**Project Manager.** Mr. Kilpatrick assisted with the cleanup of navigable waterways surrounding Monroe County. This included the removal of 30,000 crab traps and marine debris. He also helped the community comply with all legal requirements for removing and disposing of abandoned vehicles and boats. During past engagements, Mr. Kilpatrick assisted Monroe County with the due diligence and management of the removal of over 500 lost or abandoned vessels.

### Hurricane Irene Disaster Recovery Services

Dare County, Town of Nags Head, Town of Southern Shores, Town of Manteo, Town of Duck, Town of Kitty Hawk, Town of Kill Devil Hills, North Carolina

**Project Manager.** Following Hurricane Irene, Mr. Kilpatrick oversaw debris removal operations, including the removal of household hazardous waste and e-waste.

### Hurricane Katrina Residential Demolition Program

City of New Orleans, Louisiana

**Demolition/Debris Management Consultant.** Mr. Kilpatrick was part of the project team for the demolition program with the City of New Orleans. Mr. Kilpatrick worked closely with FEMA officials and the City of New Orleans Legal Department to ensure legal and regulatory compliance for each property prior to its demolition.

### Hurricane Ike Disaster Recovery Services

City of Manvel, Texas

**Project Manager.** Following Hurricane Ike, Mr. Kilpatrick oversaw all data management activities and worked closely with City of Manvel staff to provide regular updates on the quantities and types of debris collected.

### Hurricane Ike Disaster Recovery Services

Hardin County, Texas

**Project Manager.** Mr. Kilpatrick oversaw the data entry, tabulation, and organization of collection and disposal data into FEMA-required formats. Additionally, Mr. Kilpatrick designed and implemented quality assurance and quality control processes for the review and verification of data in support of hauler/contractor invoices.



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## Disaster Recovery and Debris Management

### Lake County, Florida

**Project Manager.** Mr. Kilpatrick helped provide immediate relief to Lake County following Hurricanes Charley and Frances. Mr. Kilpatrick helped Lake County perform a range of storm debris cleanup monitoring and management activities.

## Hurricane Katrina Disaster Debris Program Management (September 2005–July 2007)

### City of Gulfport, Mississippi

**Operations Manager.** Following Hurricane Katrina, Mr. Kilpatrick helped deploy an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Gulfport. In addition to the traditional debris removal programs, the project involved the removal of hazardous food waste, residential and commercial private property debris, small craft harbor debris, and abandoned vehicle/boat removal.

## Winter Storm Disaster Debris Program Management (October 2006–January 2007)

### Town of North Tonawanda, New York

**Project Manager.** Mr. Kilpatrick served as project manager following a devastating early season ice storm that buried western New York in nearly two feet of snow. The project involved the management and monitoring of the removal of over 80,000 cubic yards of debris. Mr. Kilpatrick worked with all Town of North Tonawanda departments to identify damage and to compile the necessary paperwork for A–G project worksheet submittals for emergency and permanent work.

## Snowstorm Disaster Debris Program Management (October 2006–January 2007)

### Town of Amherst, New York

**Project Manager.** Following a crippling October 2006 snowstorm, Mr. Kilpatrick assisted with the mobilization of truck certification teams and temporary disposal site monitors throughout the town.



KDF Enterprises, LLC

# CHAD HARRISON

## Key Expertise

- Project Management
- Disposal Site Management
- Inter-local Coordination
- FEMA/FHWA Grant Administration
- Project Staffing
- Data Management
- Project Closeout
- Vessel Removal

## Training and Certifications

- USACE Construction Quality Management
- OSHA Construction Safety and Health 30-Hour
- 40- Hour HAZWOPER

Mr. Harrison is a project and operations manager for KDF. In this role, he provides FEMA-related debris guidance and public assistance administration during times of activation based on his extensive experience managing disaster recovery efforts. Through this extensive experience in hurricane recovery operations, Mr. Harrison has an intimate understanding of all aspects of emergency debris removal work activities from both the contractor and monitoring perspective. He has allocated and directed staff and equipment in a cohesive manner to accomplish assigned tasks and interfaced with federal and local governmental entities.

Mr. Harrison is experienced in all aspects of disaster planning and recovery, including mobilizing response teams, permitting temporary debris storage and reduction site (TDSRS) locations, public information, call center operations, private property right-of-entry (ROE) administration, waterway cleanup, vessel removal, and residential/commercial demolition. He has managed and maintained appropriate staffing levels (over 1000 employees and 400 pieces of equipment) at peak times, implemented quality assurance and quality control measures, reviewed daily contractor activity, and reviewed and submitted invoices.



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Most recently, Mr. Harrison managed project operations for the City of Lumberton, NC following Hurricane Florence 2018. He was also pivotal in the debris management operations for Hurricanes Maria, Irma and Harvey in 2017. Prior to that he managed project operations for the State of Florida following Hurricane Matthew and for District 61, Louisiana, the worst flooding central Louisiana has ever encountered. Prior to these projects, Mr. Harrison served as project manager, data quality specialist, and field supervisor for Hampton County, Colleton County, Dorchester County, and South Carolina DOT (2014). A full list of his project management experience is below

### Professional Experience

#### Hurricane Florence 2018

City of Lumberton, NC

**Project Manager.** Collection and disposal of eligible debris.

#### Alabama Tornadoes 2018

Calhoun County, Jacksonville, JSU

**Project Manager.** Collection and disposal of eligible debris.

#### Hurricane Maria, Irma and Harvey Disaster Debris Program Management 2017

**Project Manager.** Collection and disposal of eligible debris.

Disaster debris removal and disposal of 600,000+ Cubic Yards of debris resulting from Hurricane Harvey in the City of Houston and also 700,000+ Cubic Yards in Harris County.

Disaster debris removal and disposal of in excess of 1,200,000 Cubic Yards of debris resulting from Hurricane Irma in Florida



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Disaster debris removal and disposal of in excess of 1,000,000 Cubic Yards of debris resulting from Hurricane Maria in Puerto Rico

Louisiana Floods, Hurricane Hermine and Matthew Disaster Debris Program Management (2016)

Louisiana DOT District 61

Florida DOT District 5

**Project Manager.** Collection and disposal of eligible debris.

Ice Storm Disaster Debris Program Management (Feb 2015-May 15)

Putnam County, Overton County, TN

**Project Manager.** Collection and disposal of eligible debris.

Major Texas Floods (May 2015, Feb 2016)

City of San Marcos, City of Wimberley, Hays County, Caldwell County, City of Martindale, TX

Ice storm Disaster Debris Program Management (2014)

Hampton County, Colleton County and Dorchester County, South Carolina DOT

**Project Manager.** Collection and disposal of eligible debris.

Retention Pond Production (2013)

Harris County Flood Control District

**Project Manager.** Building retention ponds for Houston flood control district—moved 500,000 cubic yards of material.

Alabama Tornados (April 2011–12)

City of Tuscaloosa, City of Birmingham, AL

**Project Manager.** Mr. Harrison managed field operations and the private property debris removal (PPDR) program administration for the worst Alabama tornados in history. The project involved the removal of over 300,000 cubic yards. He also implemented procedures for working with FEMA Environmental.



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### Hurricane Isaac Program Management (2012)

Jefferson Parish / St. Johns the Baptist Parish, Louisiana

**Project Manager.** As a result of the devastating impact Hurricane Isaac floodwaters had on the parishes, thousands of parish residents were displaced and homes were completely destroyed. Mr. Harrison was on site to serve as the comprehensive program manager for the effort. Mr. Harrison played a vital role in ensuring services to the parishes were carried out efficiently, which included the removal of C&D, household hazardous waste, e-waste, and vegetation.

### Hurricane Irene Disaster Recovery Services (2011)

City of Richmond / Virginia DOT

**Project Manager.** Following Hurricane Irene, Mr. Harrison oversaw debris removal operations, including the removal of household hazardous waste and e-waste.

### Hurricane Ike Disaster Recovery and Debris Management (2008-2010)

Galveston County / City of Galveston, Texas

**Operations Manager.** Following hurricane Ike in 2008, Mr. Harrison provided daily oversight to field supervisors, resolved field issues, and implemented debris cleanup processes. Additionally, he communicated directives and interacted with city and county representatives, FEMA, U.S. Environmental Protection Agency (EPA), and debris monitoring representatives. He also managed operations for over 700 Private Property Debris Removals. Due to the floods, Mr. Harrison had to manage hazardous animal carcass containment and removal process.



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## WALDON 'WALLY' WEBB

### Key Expertise

- Public Assistance Projects
- Managing TDRS Operations
- FEMA Compliance
- Collection/Disposal
- Private Property Debris Removal
- Waterway Cleanup
- Debris Management

### Training and Certifications

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety

Mr. Webb has over 20 years of hands-on experience in construction and disaster response / recovery. His most recent debris related experience involved debris management operations for the City of Lumberton North Carolina as a result of Hurricane Florence.

Mr. Webb's field experience has been instrumental in Debris Management, paying particular attention to TDRS. His previous experience in construction has given KDF valuable knowledge for site management when land and space pose an issue. Such as work in Monroe County, FL (Florida Keys). Mr. Webb specializes in TDRS permitting, Soil Testing, Debris Reduction, Site Closure, and Remediation.

After a disaster the utilization of TDRS for management of Harardous Household Waste (HHW) and White Goods including Freon Removal has been key for expediting debris cleanup. Mr. Webb's previous experiences in constrution was utilized for possible site contamination and containments.



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Since his first disaster site management opportunity in 2005 Hurricane Katrina, Mr Webb has been involved with every major storm in some capacity since. His dedication has been referenced by many KDF clients.

## **CHERYL HARRISON**

Mrs. Harrison serves as KDF's head of Data Management and is responsible for sub-contractor invoice reconciliation, data exports, project progress reports, client billing. With the utilization of industry leading technology Optical Character Recognition (OCR), Mrs. Harrison is able to provide immediate project updates to project management teams and clients.

Since Katrina in 2005, Mrs. Harrison has been responsible for providing data management and assisting with invoice reconciliation on some of the country's largest debris removal operations. This includes Hurricane Katrina in 2005, Hurricane Gustav and Ike in 2008. Mrs. Harrison also assisted with data management for the upstate ice and snowstorm in 2006, along with the ice storm in the midwest of 2007.

Due to the magnitude and required response times Mrs. Harrison has managed a 24/7 office. Requiring multiple shifts and management teams. This included over 1.2 million cubic yards hauled in the City of Galveston.



**KDF Enterprises, LLC**

# WILLIAM R. HICKS

Mr. Hicks is safety expert with a wealth of experience in supporting organizations and individuals to provide safe workplaces for their employees and the wider community. He has experience spanning a wide range of industries and leads on JSA (Job Specific Analysis) as well as development and monitoring of safety plans.

## William R. Hicks

### EDUCATION:

- August 2013      GEORGIA TECH RESEARCH INSTITUTE  
OSHA 501 Trainer for General Industry
- May 2004      UNIVERSITY OF SOUTH ALABAMA  
Bachelors of Science Degree in Adult Interdisciplinary Studies  
Disciplines: Management, Geography, and Sociology with emphasis in  
Environmental Studies  
Dean's list Summer 2002-Spring 2004
- May 1997      ALABAMA SOUTHERN COMMUNITY COLLEGE  
Associate of Science Degree, Forestry Management

### CAPABILITIES:

- Responsible for conducting safety meetings, site safety audits/inspections on a daily basis. Report to relevant authorities in case of incident or accident.
- Responsible for conducting investigation in the event of accident, near miss, dangerous occurrences or occupational disease.
- Assisted management in implementing safety measures & effective strategies to reduce risks and hence improved safety.
- TWIC Card holder.

### WORK HISTORY:

- 5/2017-present      Persons Service Company LLC.      Mobile, Alabama  
Safety Coordinator  
Walmart Distribution Center
- 1/2017-5/2017      Performance Contractors      Irvington, Alabama



**KDF Enterprises, LLC**

Safety Specialist with Chevron Shut Down Group

9/2016-11/2016	Tescon Safety Coordinator Enterprise Gas Plant	Pascagoula, Mississippi
4/2016-5/2016	Universal Services, LLC Safety Coordinator Sabic Innovative Plastics	Burkville, Alabama
3/2016-4/2016	Performance Contractors Safety Specialist with Chevron Shut Down Group	Irvington, Alabama
1/2016-3/2016	Persons Service Company LLC. Safety Coordinator SSAB Steel Mill	Axis, Alabama
10/2015-1/2016	Universal Services, LLC Safety Coordinator Sabic Innovative Plastics	Burkville, Alabama
7/2015-9/2015	KDF Enterprises, LLC Safety Manager Bird Flu Clean-up	Fort Dodge, Iowa
4/2015-7/2015	Brand Energy and Infrastructure Services Safety Specialist for Plant Victor Daniel Mississippi Power FGD Scrubber Project	Escatawpa, Mississippi
6/2013-4/2015	Hydroprocessing Associates (HPA) Safety Coordinator for Moss Point Office	Moss Point, Mississippi
6/2012-6/2013	Kellogg, Brown and Root Safety Specialist with Chevron Pascagoula Base Oils Project	Pascagoula, Mississippi
4/2012-6/2012	Performance Contractors Safety Specialist with Chevron Shut Down Group	Irvington, Alabama
11/2012-4/2012	Hydroprocessing Associates (HPA) Safety Specialist with Chevron Shut Down Group	Moss Point, Mississippi
7/2006-11/2012	Performance Contractors	Irvington, Alabama



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2010-2012 Safety Specialist with Chevron Shut Down Group  
2009-2010 Boiler Maker/ Tool room attendant CCR project Chevron  
2007-2009 Office Manager with Chevron Shut Down Group  
2006-2007 Office Manager Mitsubishi



**KDF Enterprises, LLC**

## CHRIS JEFFCOTE

### Key Expertise

- Public Assistance Projects
- Supervising Field Operations
- FEMA Compliance
- Collection/Disposal
- Private Property Debris Removal Administration
- Waterway Cleanup
- Debris Management
- Vessel Recovery
- Beach Remediation
- Ocean Contamination Containment

### Training and Certifications

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety
- IS-00700: NIMS, An Introduction
- Asbestos Awareness Class

Mr. Jeffcoat has over 25 years of hands-on experience in emergency management planning, disaster response and recovery, associated with natural and man made disasters. His most recent debris related experience involved managing debris management operations for a number of jurisdictions in Florida in response to Hurricanes Hermine and Matthew.

Since Mr. Jeffcoat first started his career in 1989 in Hurricane Hugo, he has been involved in every major storm to date within the United States and several Overseas. Jeffcoats's hands on project management style and administering the Federal Emergency Management Agency



**KDF Enterprises, LLC**

(FEMA) PA Program, has given him many different experiences with the most current FEMA guidelines but the many developing and pilot programs over the years. Mr. Jeffcoat was key in developing debris cleanup and demolition programs for many condemned structures pertaining to the flooding in New Orleans after Hurricane Katrina, working alongside the City's representatives. Also assisting and managing the many administrative obstacles in removal of private structures under a federal program.

In 2005, Monroe County, FL was impacted by several Hurricanes. Due to the severity of the storms and environmental impacts, Jeffcoat managed the collection and removal of over 600 vessels. These vessels had become either uninhabitable or presented environmental hazards to the ocean and or the shoreline surrounding the Florida keys. Another program was implemented around the Florida Keys for the collection of crab traps that posed navigable hazards, over 140,000 traps were pulled. Both projects were FEMA reimbursable, although very unusual programs both would have adverse effects to not only public health and safety but environmental, if not completed. Mr. Jeffcoat was responsible for the coordination between clients representative Monroe County, FEMA's Mission Assignment for Wet Debris to the U.S. Coast Guard (USCG), Natural Resources Conservation Service (NRCS) Emergency Watershed Protection jurisdictional issues and U.S. Fish and Wildlife (USFW).



**KDF Enterprises, LLC**

## PETER SANDER

### Key Expertise

- Project Management
- Disposal Site Management
- Interlocal coordination
- FEMA/FHWA Grant Administration
- Project Staffing
- Data Management
- Project Closeout
- Vessel Removal

### Training and Certifications

- OSHA Construction Safety and Health 30-Hour
- 40- Hour HAZWOPER

Mr. Sander is a project manager and operations manager for KDF Enterprises, LLC. Mr. Sander provides a unique prospective on debris management as he has 12 years' experience consulting with Cities and Counties across the country. His previous role was assisting municipalities in contract and administrative management to help ensure his clients full reimbursement. Since moving over to the actual debris field operations, Mr. Sanders manages crews with an expectation of accuracy and helping eliminate any concerns for client reimbursement. Mr. Sander will provide Federal Emergency Management Agency (FEMA)-related guidance and public assistance if required during times of activation. Through his experience with operations and FEMA compliance, Mr. Sander has a thorough understanding of emergency debris removal. His knowledge has allowed KDF to expedite field operations, due to the understanding and expectations of the client or its representative.

Mr. Sander's experience in mobilizing equipment and field teams to assess the devastated areas including public property, private property, water ways ensures that our clients have the most up to date information. This allows organization of equipment and resources to clean up the affected areas sooner and eliminates wasted time in areas unaffected by the disaster. Mr.



**KDF Enterprises, LLC**

Sander has maintained appropriate equipment and staff in excess of 500 pieces of equipment and over 1000 staff members during Hurricane Ike.

Most recently, Mr. Sander managed project operations in Puerto Rico after Hurricane Maria 2017 and in Florida for Hurricane Irma.

### Professional Experience

Puerto Rico Tu Hogar Renase-Home restoration project 2018

Hurricane Maria and Irma Disaster Debris Program Management 2017

Louisiana Floods, Hurricane Hermine and Matthew Disaster Debris Program Management (2016)

Louisiana DOT District 61

Leon County, FL

Florida DOT District 3

Florida DOT District 2

Florida DOT District 5

St. Augustine Beach, FL

North Carolina DOT District 6

Ice Storm Disaster Debris Program Management (2014-15)

Horry and Georgetown County, South Carolina DOT

**Project Manager.**

Wildfire Disaster Program Management (September 2011-2013)

Bastrop County, Texas

**Operations Manager.**

Hurricane Irene Disaster Recovery Services

Dare County, Town of Nags Head, Town of Southern Shores, Town of Manteo, Town of Duck, Town of Kitty Hawk, Town of Kill Devil Hills, North Carolina

**Operations Manager.**



**KDF Enterprises, LLC**

Hurricane Katrina Residential Demolition Program

City of New Orleans, Louisiana

**Operations Manager.**

Groundhog Day Tornado Disaster Recovery and Debris Management

Lake County, Florida

**Operations Manager.**

Disaster Response Activities

Monroe County and the City of Marathon, Florida

**Project Mana**



**KDF Enterprises, LLC**

## MARK A. WELLS

### Key Expertise

Federal Government Project Liaison

Project Management

Creating and Facilitating intensive training programs

### Training and Certifications

OSHA Construction Safety and Health 30-Hour

OSHA 40-Hour HAZWOPER

Mr. Wells has more than 12 years of project management experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Wells has managed teams over multiple disasters most recently including Hurricanes Irma, Harvey, Maria and Michael. Although these storms effected multiple regions of the United States, Mr. Wells was able to facilitate teams and logistics to ensure KDF met all obligations throughout the nation. During 2018 Mr. Wells not only managed operations for KDF's Emergency Response Contracts but he successfully completed construction projects for the Department of Interior in Wyoming and Nevada. Department of Defense contracts, clearing and grubbing 1000's of acres for airfield operations and the flight line. Mr Wells is a critical part of the management team at KDF and has been an integral part of our operations for the ast few years.

Mr. Wells has responded to many natural disaster including hurricanes, ice storms and fires. Although Mr. Wells expertise is assessing individuals, placing teams and coordinating logistic. He is also able to manage individual projects. In 2017 after devastating Hurricane Harvey made landfall, Mr. Wells moved equipment and personnel to Aransas Pass, TX. Upon arrival, Mr. Wells took the position of Program Manager for this specific project, where he oversaw the collection, processing and recycling/ disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities. Including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts. It is this hands on experience that gives Mr. Wells the experience to manage operations and logistics of any magnitude. Mr. Wells has been key in the growth of KDF due to his vast experience and relationships with sub-contractors, giving KDF the capacity to activate contracts within 24-48hr of NTP nationwide.



KDF Enterprises, LLC

Mr. Wells has personally developed an industrial rigging department for KDF. Beyond typical industry standards of disconnections, disassemble, relocate, reassemble, aligning and reconnect of industrial equipment. Mr. Wells used these experiences to become a supplier to the federal government relocating planes. Mr. Wells has hands experience moving planes such as Gulf Streams G-2 to F-16 across the country.

Mr. Wells, federal and state experience continues into many jobs for the EPA, including sites which contain lead, uranium and zinc. These projects include mine reclamation and all aspects involved with restoring the land to a natural or economical usable state. Activities that addressed areas of concern were reseeding, erosion control and fencing. All of which, Mr. Wells can facilitate personally or with teams across the country.

During the historical floods of 2013, Mr. Wells met the needs of the USACE assisting with levy restoration across Nebraska, South Dakota, Iowa, and Missouri, all along the Missouri River.



**KDF Enterprises, LLC**

## BENJAMIN CINTRON

Project Manager & Environmental Consultant

### Key Expertise

Project Management

Environmental Consultancy

Hazardous materials

Asbestos

### Training and Certifications

NIOSH 582 Sampling and Analysis of Airborne particulate

40 hours Hazardous materials Operations

AHERA – Asbestos Inspector

AHERA Asbestos Contractor/Supervisor Training

RMD Lead-Based Paint Analyzer

Lead-based paint contractor/Supervisor Training

lead-based paint Risk Assessor

lead-based paint Inspector

Project Designer

confined Space – Train the trainer

Respiratory Protection – Train the Trainer

certified indoor Environmentalist

30 hours OSHA Course # 510 Construction Safety & Health

10 and 30 hours Trainer course for construction



KDF Enterprises, LLC

Benjamin Cintron has been a project manager and environmental consultant since March 15, 2007 at Homeca Recycling Center. His work experience includes working for Envirorecycling for 3 years and for AES International for 8 years. His responsibilities include coordinating all field work related duties and scheduling field activities, sampling and laboratory, recycling work, as well as training, directing, coordinating and supervising field staff throughout its operation. As to resolve and direct any problems, situations encountered at field jobs.

Benjamin Cintron's field experience includes working as a supervisor in many varied field activities, as well as monitoring different projects with tasks related to asbestos and lead removal, as well as supervising, coordinating and working close with activities related to environmental recycling. His experience also includes training workers for activities related to the removal of asbestos and lead. In addition, Benjamin Cintron has been involved in a number of public housing projects in Puerto Rico, as well as other agencies and companies of great prestige. Its tasks include the collection of samples and the execution of risk assessments for lead, surveys on asbestos and lead, as well as the characterization of hazardous materials generated by the provision of modernization work in the Public housing projects. Benjamin Cintron was an instructor for several years at the AES International company for the initial and review courses for Supervisor and workers in asbestos and lead tasks, these trainings were offered in Spanish and in English.

In addition, Benjamin Cintron worked assisting in the design of computer formats and templates. In this capacity, Cintron developed efficiently the use of several computer programs, such as CAD, Project Manager and others that are used to make maps and designs.

## **Education**

AA – Architectural Draftsman, 1991



**KDF Enterprises, LLC**

# Marty Martin

## Key Expertise

Insurance

Risk Management

Asset Management

## Training and Certifications

Life Underwriting Training Council

University of Evansville

Mr Martin is CFO of KDF Forestry where he has been a key part of the senior management team for 4 years. Working in the insurance and risk management business for over 25 years in providing expert assistance at board level to middle management on risk management alternatives to increase profits in various business sectors. Assignments on strategy and implementation, design and development of risk and financial programs for medium to New York Stock exchange corporations. Managing and running several companies with employees in multiple states. Since 2015 Mr. Martin has been assisting KDF management, taking his previous knowledge into the Disaster Recovery business to provide a role in Financial, risk and data management. Working all major storms during this period.

## Areas of Expertise

Strategic Planning	Maximizing profits	Management Training
Self-Funding	Business Continuation	Retirement Plans
Traditional Funding	Partnership Development	Wellness Design
Risk Management	New Market Identification	Consulting
Captive Insurance	Workers Compensation	Property Insurance



**KDF Enterprises, LLC**

### Significant Achievements

Successfully oversaw and developed an insurance program for company worth over 1 billion in sales. Worked with several insurance companies in 49 states provided the needed strategic plan to cost shift benefits in a profitable manner.

Developed and designed captive insurance programs for Trucking and health care services companies.

Building Martin & Associates and then selling to 5/3 Bank.

Founder of International Orphanage Relief a 501(c)3. Working in several counties building homes and providing services to those in need for over 19 years. Taking 1,000's of people and Universities to work in third world countries.

Member of the Million Dollar round table

Youngest General Agent to make the Wall of Fame for Ohio National

#### License:

Securities license

Property & Casualty, Life,

**Resident:** Indiana **Nonresident:** Florida, Kentucky, Illinois, California, Ohio and Hawaii

DOT/Hazmat Employee with Packaging

#### Education Brief

University of Evansville

Wellness Coordination

IRMI on Workers Compensation

IRMI on Construction

Purdue Insurance Marketing Institute

AAMGA Cargo & Inland Marine



**KDF Enterprises, LLC**

IRMI on Fiduciary

Life Underwriting Training Council

AAMGA Business Auto

IRMI on Business Insurance

IRMI on Commercial Property

Multiple Insurance classes



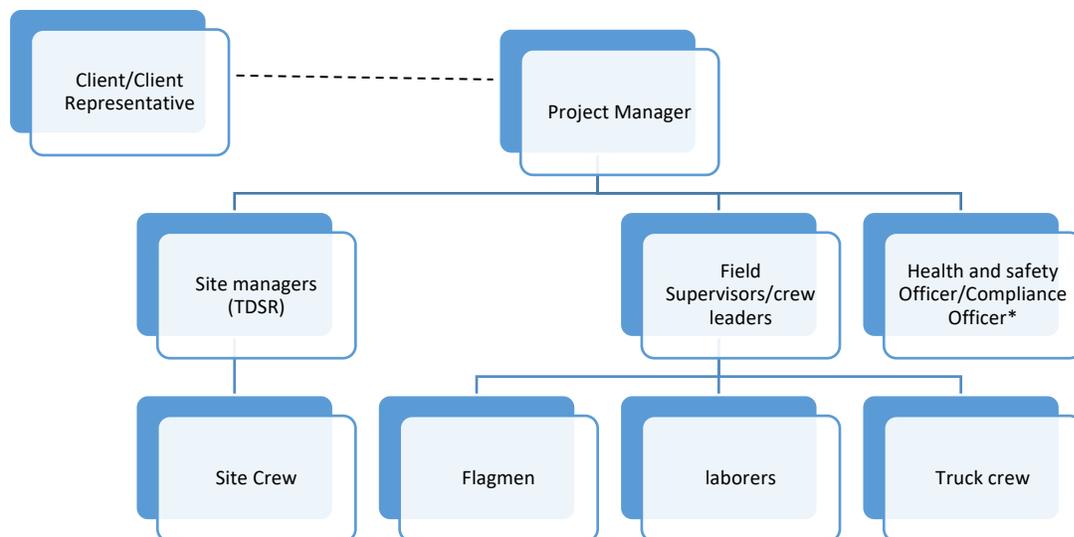
**KDF Enterprises, LLC**

## Roles and responsibilities-field response team

At KDF senior management take a hands on approach in each and every project bringing with them a wealth of skill and experience from project inception to project close. Each project will have a dedicated Project Manager who will report to our Operations Manager who may oversee multiple projects. The project manager will be available to you 24/7 and will have overall accountability for your project, while the operations manager and President will have involvement as and when needed and agreed at project outset.

There are other critical roles who will be involved in the day to day running of the project and will report daily to the project manager to ensure smooth running and successful outcome for the project.

## Typical field team structure



**\*There will be at least 1 safety officer on duty at all times**

Each site will have a dedicated **site manager** whose role will be safe and efficient running of all site operations as well as liaison with the monitoring company onsite. This includes monitoring and inspecting all personnel and equipment that enters the site to ensure that all safety



KDF Enterprises, LLC

guidelines and procedures and adhered to. They will be present at daily team meetings to ensure that all reporting is accurate and any issues are managed.

The **field supervisor's/Crew leaders** may be specific to one crew or depending on the size of the crew and the geography may oversee more than one.

Each crew will have a **Crew Foreman** who will be responsible for the daily activities of that crew. This includes ensuring that all equipment and personnel are safe and licensed for their role, ensuring that all safety equipment is available and used in order to preserve the safety of the workforce and the local community. He will also be responsible for scouting future debris locations, planning the logistics for each new location to include identifying routes to and from the location, identifying any hazards and providing solutions. Each day they will provide this information to the field supervisors for action over the following days.

Each day the crew foreman will be responsible for ensuring that correctly completed timesheets are produced by each member of the crew for each piece of equipment to be entered into the daily worksheet along with purchase orders. The daily reports compiled by the crew foreman will form an essential part of the daily management team meeting and are a crucial part of the project documentation process. This will include amongst other items: Loads per hour, production and cycle time of trucks focusing on efficiency of operations and progress toward project outcomes.



**KDF Enterprises, LLC**

## KDF owned vehicles

VEHICLE DESCRIPTION	YEAR	VIN #	GVW	STATE	COUNTY	TAG #
<b>HAUL TRUCKS</b>						
MACK 700 CL	1996	1M2AD62C3TW003233	66,00 0	GA	FORSYTH	DFX 898
FORD (WHITE)	1996	1FDZY90S0TVA19625	66,00 0	TX	TEXAS	1K03886
PETERBUILT	1998	1XP5DB9X7WN446744	66,00 0	GA	FORSYTH	DFX 897
WESTERN STAR	1999	2WKPDDJH9XK959597	66,00 0	GA	FORSYTH	DFX 896
PETERBUILT (LOWBOY)	2000	1XP5DB9X2YD523447	80,00 0	AL	ST CLAIR	59X91210
MACK 700 CL	2001	1M2AD64C41M001013	66,00 0	GA	FORSYTH	DFX 828
Mercedes mobile control center	2015	WD3PF4CD8FP105544				
<b>BUCKET TRUCKS</b>						
INTERNATIONAL BT	1993	1HTSDPNP4PH465519	26,00 0	AL	ST CLAIR	59X21375
FORD 7000	1995	1FDPR72C1SVA43199	26,00 0	AL	ST CLAIR	59X21376
INTERNATIONAL BT	1999	1HTSCABN6XH639884	26,00 0	AL	ST CLAIR	59X21372
FREIGHTLINER 1800	2000	1FV6JBB3YHG79262	26,00 0	AL	ST CLAIR	59X21377
GMC C-SERIES BT	2001	1GDL7H1E01J507764	26,00 0	AL	ST CLAIR	59X21371
GMC BT	2005	1GDP7C1C05F514659	26,00 0	AL	ST CLAIR	59X21373
INTERNATIONAL BT	2007	1HTMMAAM37H43856 9	30001	GA	FORSYTH	DQP 856
<b>TRAILERS</b>						
EAGER BEAVER	1996	112SD2482TL046637		AL	ST CLAIR	59TR3094
FORD (WHITE) TRL	1998	1JKDTA201WA000140		AL	ST CLAIR	59TR3103
1996 MACK TRL	1999	1G9CD1820XS139921		GA	FORSYTH	TR 9718 I
2001 MACK TRL	2003	M0HMTRAILER009249		GA	FORSYTH	TR68E09
WESTERN STAR TRL	2009	DPSMN071328		AL	ST CLAIR	59TR3102
PETERBUILT TRL	2012	M0HMTRAILER020049		GA	FORSYTH	TR 7572 E
WESTON/TILT DECK	1999	1W9AT17234H202338	14,00 0			
BIG TEX	2006			FL	ORANGE	



KDF Enterprises, LLC

RACE COACH TRAILER	2006	1R9BH35296M536032				
PACE	2016	53BPTEA24GA023726		AL	ST CLAIR	59UTK436
BIG TEX/TILT DECK	2017	16VFX1629H2062764	14,000	AL	ST CLAIR	59TR3106
<b>KDF PASSENGER VEHICLE</b>						
Chevy Suburban	2005	1GNEC16Z45J167107		AL	ST CLAIR	59CZ494
FORD TAURUS	2005	1FAFP53245A193387		AL	JEFFERSON	
CHEVY 3500	2011	1GC4K0C80BF221269		AL	ST CLAIR	59CZ396
F-350 XL	2012	1FT8W3BTXCEC39962		AL	JEFFERSON	1CN2355
DODGE RAM 2500	2013	3C6UR5PL3DG600640		AL	JEFFERSON	1AT9555
F-250 XL	2014	1FT7W2BT6EEA71732		AL	JEFFERSON	1CN2356
F-250	2015	1FT7W2BT2FEB51112		AL	ST CLAIR	59CY506
<b>OTHER EQUIPMENT</b>						
SKYTRIM		75G2-569-12				
SKYTRIM						
VERMEER CHIP-BC1000XL	2005	1VRY11192F1022264				
SKID STEER T-300	2009	A5GU35209				

**Equipment continued.....**

COMPANY OWNED EQUIPMENT LIST :

26 – SELF LOADING TRUCKS 120 + YARDS EACH

3 – JARRAF TREE TRIMMERS

2 – 55FT. BUCKET TRUCKS

1 – 45,000# TRACK EXCAVATORS

1 – 65,000# TRACK EXCAVATORS

3 – SKID STEERS

2 – 50,000# BULL DOZERS

3 – FELLER BUNCHERS

SUB OWNED EQUIPMENT LIST:

45 – SELF LOADING TRUCKS

3 – JARRAF TREE TRIMMERS

25 – 55FT. BUCKET TRUCKS

2 – 45,000# TRACK EXCAVATORS

1 – 65,000# TRACK EXCAVATOR

11 – SKID STEERS

7 – 50,000# BULL DOZERS

5 – FELLER BUNCHERS



**KDF Enterprises, LLC**

8 – SUPPORT VEHICLES  
4 – ROAD TRACTORS  
2 – FLATBED TRAILERS  
2 – RGN LOWBOYS  
3 – DUMP TRUCKS  
3 – WHEEL LOADERS  
2 – VERSA HANDLERS  
6 – AG TRACTORS WITH ATTACHMENTS  
1 – STUMP GRINDER  
7 – LOG SKIDDERS

9 – SUPPORT VEHICLES  
6 – ROAD TRACTORS  
3 – FLATBED TRAILERS  
2 – RGN LOWBOYS  
40 – DUMP TRUCKS  
4 – WHEEL LOADERS  
5 – VERSA HANDLERS  
3 – AG TRACTORS WITH ATTACHMENTS  
2 – STUMP GRINDERS  
3 – LOG SKIDDERS  
2 – WATER TRUCKS  
2 – TUB GRINDERS  
1 – WHOLE TREE CHIPPER  
3-SELF PROPELLED BARGES W. GRAPPLE  
9-BARGES  
  
2-MUD BOATS  
  
2 AIRBOATS  
  
2 BARGE BOATS

In addition to our own equipment listed we have strong relationships with hundreds of subcontractors through whom we have access to additional equipment and expertise. KDF and our subcontractors have contracts with national equipment leasing companies ensuring that we are capable of mobilizing a substantial fleet of debris recovery vehicles to meet the needs of this project. We provide assurances that all of the equipment listed here as well as any others needed to complete this project will be available to The City of Coconut Creek, either KDF owned equipment or equivalent subcontractor or leased equipment.



**KDF Enterprises, LLC**

## **Maintenance, repair, parts and resourcing**

Due to KDF continued ROW maintenance and line clearing contracts within multiple states across the south East region of the USA, maintenance and repair of all equipment is carried out at our Head Office site in Springville, AL every 2 months. Staff typically are based at our Alabama site and travel based on need to other locations.

## **Subcontracting plan**

In accordance with KDF Enterprises, LLC policies, it is our practice to use Local and other Small Businesses including, amongst others, minority-owned, women-owned, veteran owned businesses. We have a long list of contractors which we can access however for this project will draw from a shorted targeted list of trusted subcontractors which includes woman/vet/minority and HUB owned businesses from Georgia and the surrounding States.

When establishing a response team, if additional subcontractors are needed we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the area's economy. For this project we anticipate the majority of the work being carried out in house with minimal need for subcontractors.

All Subcontractor need to be of a high standard and qualified to do the work. For an example sub-contractors contract and sub contractors checklist and policies please see **additional information section** at the end of this proposal.

### Agreed Subcontractors for The City of Coconut Creek, AL

**J&A Environmental, LLC, California, MO (Vet/Minority owned) DBE registered -See registration below**

John Dearing

[jdearing1@live.com](mailto:jdearing1@live.com)

573-291-6715

We have worked with them on disaster and non disaster related jobs including Hurricane Irma and Hurricane Michael

### Certification



**KDF Enterprises, LLC**



DEPARTMENT OF VETERANS AFFAIRS  
Center for Verification and Evaluation  
Washington DC 20420

January 5, 2017  
In Reply Refer To: 00VE

Mr. James Donald Dearing  
J & A Environmental, LLC  
DUNS: 080288802  
912 Proctor Rd  
California, MO 65018

Dear Mr. Dearing:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that J & A Environmental, LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. J & A Environmental, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

**This verification is valid for two years from the date of this letter.** Please retain a copy of this letter to confirm J & A Environmental, LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote J & A Environmental, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: [http://www.vetbiz.gov/cve\\_completed\\_s.jpg](http://www.vetbiz.gov/cve_completed_s.jpg). In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that J & A Environmental, LLC is correctly listed in the Vendor Information Pages, check J & A Environmental, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that J & A Environmental, LLC is presently, as of the issuance of this notice, in compliance with the regulation, J & A Environmental, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in J & A Environmental, LLC being removed from the VIP Verification Program.

*"World Class Professionals*

*Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

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Page 1 of 2



KDF Enterprises, LLC

Page 2.

Mr. James Donald Dearing

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to J & A Environmental, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If J & A Environmental, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time J & A Environmental, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in J & A Environmental, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,



Thomas J. McGrath  
Director  
Center for Verification and Evaluation



Additional Potential subcontractors for The City of Coconut Creek (all Subcontractors will be verified and agreed with the County/City prior to work commencement in line with local policy)

**-A and J Transport (Women and Minority owned)-Miami, Florida. 33170**  
786-243-3200

-Hurricane Maria, Puerto Rico

**-Sunderland Trucking-Fayette, Mo. 65248**

660-248-2454

-Hurricanes Harvey, Houston Texas, Hurricane Irma, Florida Keys, Miami and Alabama Tornadoes,

**-DNR GROUP-St. Rose, La. 70087**

504-451-2368

-Hurricanes Harvey, Houston Texas, Hurricane Irma, Florida Keys, Miami and Alabama Tornadoes,

-Arbor Pro LLC, Florida

-ZH Storm, Florida

KDF conforms with all regulations regarding MBE/WBE/DBE/HUB businesses and will endeavor to work with qualified DBE/HUB businesses wherever possible. If the needs of the project require additional subcontractors we will use local registers and databases of MBE/WBE/DBE/HUB businesses in order to find additional subcontractors.

### **Safety Plan**

For safety plan see additional information section and due to the size of the file additional file attached



**KDF Enterprises, LLC**

## Section 3. Resources and availability

### **Project Management**

#### **Our Team**

At KDF we pride ourselves on delivering within the agreed timeframe and we have never defaulted on any project for time mismanagement or any other reason. We have a dedicated team identified for this project and commit to you keeping the same project manager throughout its entirety ensuring that all of the agreed milestones are met.

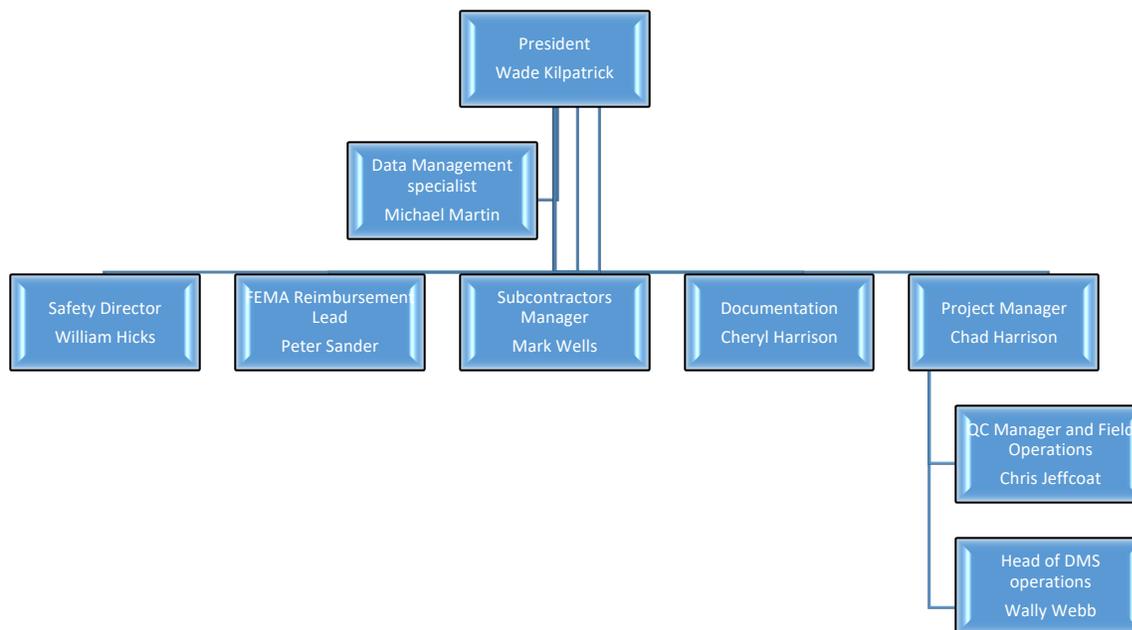
No employee proposed for this project has been a defendant in any proceeding involving or arising out of debris removal services within the past (5) years.

Having worked every major hurricane since 2003 as well as other disasters our senior leadership team have spent many years practicing and perfecting communication channels and organizational structures which drive success. Communication and accountability is at the core of these processes along with structured and developed project management. At all stages of the projects evolution we use a RACI model (Responsible, Accountable, Consulted, informed) to drive project progress by ensuring that everyone knows who is accountable for what and understands their own responsibilities. We have found this a great way of communicating both internally as well as with the cities/counties we work with and leads to very clear coordination of activities, distribution of information across organizations and ultimately project success

Proposed Organizational Chart for **The City of Coconut Creek (resumes below)**



**KDF Enterprises, LLC**



The % of time availability for each of the team will be dependent on the size and scale of the project and what is needed to ensure successful completion within the agreed time scales. Project Manager and the local project team will be 100% dedicated to the project with appropriate time allocation for the support service functions. This will be agreed with the city/county at the outset.

In addition to our core team, KDF maintains a solid group of superintendents, project coordinators, project operators, CDL drivers, mechanics, groundsmen and certified traffic control operators who are all experienced in the disaster recovery field. KDF believes that its employees are its greatest asset and their safety is of the highest priority. Each KDF employee is required to maintain a minimum OSHA certification level.

KDF Enterprises owns a fleet of trucks and specialized heavy equipment specifically designed for debris recovery. In addition we have strong relationships with hundreds of subcontractors through whom we have access to additional equipment and expertise. KDF and our subcontractors have contracts with national equipment leasing companies ensuring that we are capable of mobilizing a substantial fleet of debris recovery vehicles to meet the needs of this project.

**Subcontractors** (For an example *Subcontractors contract* and a *Subcontractors protocol policy and checklist* please see additional information section at the end of this proposal)



When establishing a response team, we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the area's economy. For this project we anticipate the majority of the work being carried out in house with minimal need for subcontractors.

Once a storm hits The KDF Enterprises, LLC Project Manager along with the County/City representative will take the area Maps and divide into manageable Zones divided by roads. Subcontractors or KDF's company owned equipment will be assigned to zones. This ensure that we can verify roads have been completed in each zone for each pass required. Depending upon zone size, a KDF supervisor will be assigned to zone/s to verify a pass has been completed on each road in zone. The Supervisor will stay in contact with County/City representative to ensure that there is agreement that a full pass of each zone has been made and date completed.

All of this enables us to manage our capacity effectively and our current workload will not affect our ability to provide the services within this RFP within the agreed timeframe.

### **Roles and responsibilities-field response team**

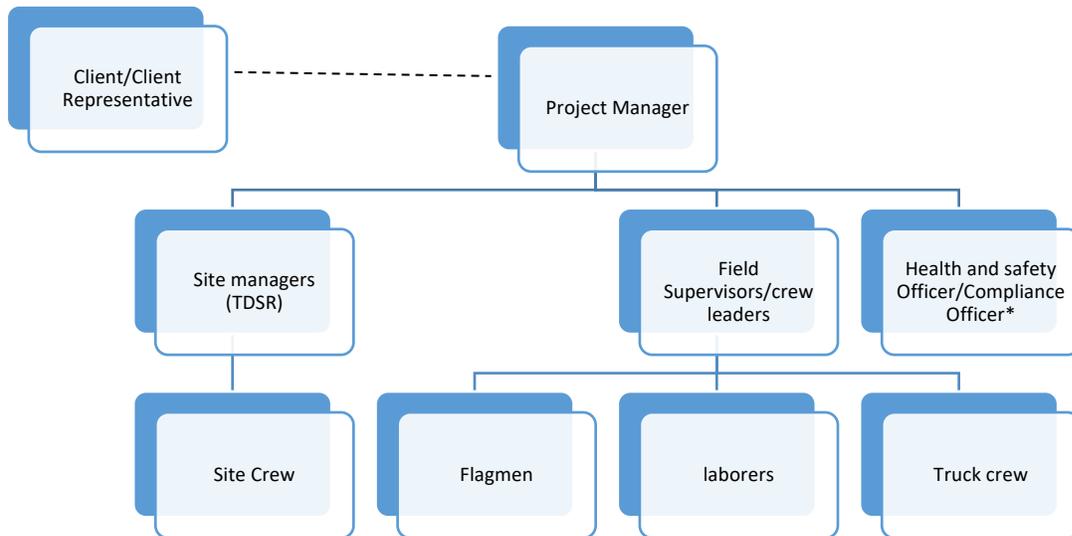
At KDF senior management take a hands on approach in each and every project bringing with them a wealth of skill and experience from project inception to project close. Each project will have a dedicated Project Manager who will report to our Operations Manager who may oversee multiple projects. The project manager will be available to you 24/7 and will have overall accountability for your project, while the operations manager and President will have involvement as and when needed and agreed at project outset.

There are other critical roles who will be involved in the day to day running of the project and will report daily to the project manager to ensure smooth running and successful outcome for the project.

### **Typical field team structure**



**KDF Enterprises, LLC**



**\*There will be at least 1 safety officer on duty at all times**

Each site will have a dedicated **site manager** whose role will be safe and efficient running of all site operations as well as liaison with the monitoring company onsite. This includes monitoring and inspecting all personnel and equipment that enters the site to ensure that all safety guidelines and procedures are adhered to. They will be present at daily team meetings to ensure that all reporting is accurate and any issues are managed.

The **field supervisor's/Crew leaders** may be specific to one crew or depending on the size of the crew and the geography may oversee more than one.

Each crew will have a **Crew Foreman** who will be responsible for the daily activities of that crew. This includes ensuring that all equipment and personnel are safe and licensed for their role, ensuring that all safety equipment is available and used in order to preserve the safety of the workforce and the local community. He will also be responsible for scouting future debris locations, planning the logistics for each new location to include identifying routes to and from the location, identifying any hazards and providing solutions. Each day they will provide this information to the field supervisors for action over the following days.

Each day the crew foreman will be responsible for ensuring that correctly completed timesheets are produced by each member of the crew for each piece of equipment to be entered into the daily worksheet along with purchase orders. The daily reports compiled by the crew foreman will form an essential part of the daily management team meeting and are a



crucial part of the project documentation process. This will include amongst other items: Loads per hour, production and cycle time of trucks focusing on efficiency of operations and progress toward project outcomes.

**For full Management plan please see section 1. Operational plan**

### **Compliance Standards and procedures**

At KDF our goal is to provide knowledgeable, dependable and flexible solutions to meet the needs of our customers whilst maintaining the highest levels of ethical conduct and compliance. We have developed an extensive set of compliance standards and procedures to ensure that it is not just what we do but how we do it remains the focus of all of our employees, either direct KDF employees or contractors.

We have set high professional standards for ourselves and our contractors which run through every aspect of what we do. These are at the core of our employee training commitments to ensure that all of our employees are not only highly competent in their individual roles but also that they are experts in our company policy and ethos. We expect this to be demonstrated in all of our interactions with colleagues, customers and the general public.

Our chief compliance officer is part of our senior management team to ensure that these standards are incorporated into every area of the company. We pride ourselves on the honesty and integrity of our employees and our compliance procedures and standards coupled with our employee training keeps us all accountable with every action every day.

### **Quality Control**

For every project a specific Quality Control plan will be developed and this will outline the QC organization, roles and responsibilities, subcontractor roles and responsibilities, documentation requirements, detailed project milestones, monitoring procedures, close out procedures, issue management and termination procedures. All employees and subcontractors must adhere to the QC program and our QC lead will be onsite to monitor adherence throughout the project.

A strict and formal set of QC procedures are developed for every project to ensure that documentation procedures are appropriately actioned resulting in the highest quality of data made available. Daily Quality Control reports are completed and circulated to the client and the PM and QC lead will monitor the information in these daily reports to ensure accuracy of data and adherence to the agreed QC plan. All of this data will ensure that the project is on track both in terms of progress against milestones and quality of data produced and that this is communicated to the client at an agreed frequency.

### **Safety procedures**



**KDF Enterprises, LLC**

Safety of our employees and the public are critical aspects to any project and as such safety and hazard procedures are incorporated into every part of our project plans led by our corporate safety plan.

Each individual project and customer will be provided with a project specific safety plan developed in accordance with all appropriate safety regulations. All of our employees receive formal training on our corporate safety plan as well as project specific training which is carried out at project induction. Each employee is required to maintain a minimum 40 OSHA certification level and receives bonuses based on their individual safety achievements.

Our aim is to provide a safe work environment to protect all personnel and property throughout the project, minimize/eliminate any potential hazards, ensure all employees are safe and competent to complete their obligations, provide continual monitoring on safety practices throughout the project and ensure any accidents are dealt with appropriately.

Communication is critical to the successful implementation of these procedures and this is outlined in our corporate communication plan to ensure that ongoing safety practices are reviewed daily.

### **Employee training**

At KDF we know that Our employees are our greatest asset and so investment in appropriate training to ensure that we are able to offer the best possible service to our customers is essential. We have an in-house training program that all employees are required to complete which includes topics such as safety, compliance, quality and responsibility. Our first responders are a critical part of our disaster management services and so training and regular practice and updates to this training drive part of their personal training plans.

In addition, all appropriate staff complete ongoing industry and professional development training every year as outlined in their personal development plans. Our corporate training plan allows us to focus the training of our employees to ensure that we have qualified staff with expertise in our core business.

Employee personnel records are continually reviewed to ensure that at project initiation all qualifications, licenses and training are up to date and employees are ready for work.

Employee background checks are carried out on all new employees and this is an important requirement of working for and representing KDF. We use E-Verify as part of our Employee management process.

**For Safety Plan see additional information section and separate attached file with safety handbook included**



**KDF Enterprises, LLC**

**Current workload**

City of Lumberton, NC debris removal resulting from Hurricane Florence

Lee County, AL Debris removal resulting from Alabama Tornado, March 2019

**Pre-event contracts in Florida**

**Miami Dade County-Pre-approved vendor for Debris removal**

**Miami Dade County-Pre-approved vendor for cut and push/debris removal/disposal**

**City of Clermont, FL**

**Cape Coral, FL**

**Hendry County. FL**

As you can see from our previous experience list we have had many years of experience at managing multiple contracts across multiple counties, cities and sometimes States simultaneously. The experience and caliber of our management team, the close working relationships we have with trusted subcontractors across multiple states, the multiple office and site locations that we operate and the extensive list of owned equipment and leasing contracts mean that we have the resources available to manage this project along with others should the need arise. The management of multiple projects will not reduce the priority of this contract and we commit to a dedicated Project Management and project team to each client throughout to ensure that quality is maintained.



**KDF Enterprises, LLC**

## Section 4. References and Past Performance

### References

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*“while Bastrop went through some very trying times, with the PPDR program and the Endangered Species Act, Wade Kilpatrick and Peter Sander not only met every requirement, but exceeded any expectations Bastrop County had from a contractor”*

*Ronnie Moore Bastrop County Engineer*

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#### **2018 Hurricane Florence, City of Lumberton, North Carolina**

KDF is providing management, collection, removal and disposal services for Hurricane Florence related debris to the City of Lumberton, North Carolina. September 2018. This project is ongoing and due to be completed 2019.

<b>Hurricane Florence, 2018</b> City of Lumberton, NC	Contract amount: Currently we are working on this contract, original estimate \$550,000	Management of all debris related services; debris removal, collection and disposal resulting from Hurricane Florence
<b>Robert Armstrong</b> 500 N Cedar St, Lumberton, NC, 28359	Director of public works	<a href="mailto:rarmstrong@ci.lumberton.nc.us">rarmstrong@ci.lumberton.nc.us</a> 910-734-9851

#### **2017 Hurricane Maria, Puerto Rico**

**Hurricane Maria** is regarded as the worst natural disaster on record in Dominica and Puerto Rico. The category 5 Hurricane was the deadliest storm of the hyperactive 2017 Atlantic hurricane season. Puerto Rico suffered catastrophic damage, including destruction of its previously damaged electrical grid. Total losses from the hurricane are estimated at upwards of \$91.61 billion (2017 USD), mostly in Puerto Rico, ranking it as the third-costliest tropical cyclone on record. Recovery got off to a slow start in Puerto Rico and starting in Dec 2017 KDF teams assisted in the recovery efforts across the North and East of the Island. \$5,704,277.00.



**KDF Enterprises, LLC**

**2017 Hurricane Irma, Florida**

Irma was the first Category 5 hurricane of the 2017 Atlantic hurricane season in September and caused widespread and catastrophic damage throughout its long lifetime, particularly in the northeastern Caribbean and the Florida Keys. It was also the most intense hurricane to strike the continental United States since Katrina in 2005, the first major hurricane to make landfall in Florida since Wilma in the same year, and the first Category 4 hurricane to strike the state since Charley in 2004. Total losses from the hurricane are estimated at More than \$50 billion in the US alone. KDF teams assisted in the recovery efforts across multiple counties and cities in Florida. \$15,924,334.00.

**2017 Hurricane Harvey, Houston**

**Hurricane Harvey** is tied with Hurricane Katrina as the costliest tropical cyclone on record, inflicting at least \$125 billion (2017 USD) in damage, primarily from catastrophic rainfall-triggered flooding in the Houston metropolitan area. It was the first major hurricane to make landfall in the United States since Wilma in 2005, ending a record 12-year span in which no hurricanes made landfall at such an intensity in the country. In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. With peak accumulations of 60.58 in (1,539 mm), Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, displaced more than 30,000 people, and prompted more than 17,000 rescues. KDF was onsite as the hurricane hit and KDF teams assisted in the recovery efforts across multiple counties and cities in Texas. Disaster debris removal and disposal of 600,000+ Cubic Yards of debris resulting from Hurricane Harvey in the City of Houston and also 700,000+ Cubic Yards in Harris County.

<b>Hurricane Maria</b> , Sept 17- May 18 E&N Puerto Rico. <b>Hurricane Irma</b> , Sept 17- April 18 Florida, Multiple Counties Brunswick Co. GA <b>Hurricane Harvey</b> , Aug 18- April 18 Houston and Harris Co. TX	Contract amount: <b>Maria</b> -\$5,704,277.00 <b>Irma</b> -\$15,924,334.00 <b>Harvey</b> \$24,441,447.00	Management of all debris related services; debris removal, collection, DMS site management and disposal
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**KDF Enterprises, LLC**

<b>David Eblen</b> 2901 Seventh St, Tuscaloosa, AL 35401	Project Lead, RPF Emergency Service	dhetiger9403@gmail.com 251-379-0599
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### **2015 – 2017 Texas Flood Events**

After days of heavy rain, Texas was slammed with a slow moving torrential rainfall that created multiple punishing floods throughout the region. Over 1,000 homes were damaged or destroyed from the resulting disaster. Tens of millions of dollars of repair work was needed to repair and restore public infrastructure and address the resulting debris strewn throughout the area. KDF was involved with hauling and clearing for Hays County, Caldwell County, Martindale, and San Marcos, helping to restore and repair the streets with ROW work as well as clearing debris from the parks and rivers. Search and recover. For our outstanding work, KDF received multiple commendations including the City of San Marcos and Hays County Emergency Medical Services.

<b>Texas Floods, 2015</b> City of San Marcos, TX	Contract amount: \$365,998.00	Management of ROW debris collection and removal services due to flood damage
<b>Oscar Hairell/Amy Kirwin</b> City Hall, 630 East Hopkins, San Marcos, TX, 78666	Assistant Director Community Service (Oscar) Community Manager (Amy)	<a href="mailto:ohairell@sanmarcostx.gov">ohairell@sanmarcostx.gov</a> <a href="mailto:akirwin@sanmarcostx.gov">akirwin@sanmarcostx.gov</a> 512-393-8400/512-393-8419

<b>Texas Floods, 2015</b> Wimberley, TX	Contract amount: \$657,554.00	Management debris removal and disposal services due to flood damage
<b>Cathy Montgomery</b> PO Box 33, Wimberley TX, 78676	Operations Director	<a href="mailto:ems@wimberleyems.com">ems@wimberleyems.com</a> 512-847-2526

<b>Texas Floods, 2015</b> Caldwell County, TX	Contract amount: \$175,599.00	Management debris removal and disposal services due to flood damage
<b>Jordan Powell</b> 1703, S Colorado St, Box 5, Lockhart, TX, 78644	Assistant District Attorney	<a href="mailto:jordanpowell@co.caldwell.tx.us">jordanpowell@co.caldwell.tx.us</a> 512-398-1811



**KDF Enterprises, LLC**

<b>Texas Floods, 2017</b> City of San Marcos, Texas	Contract amount: \$365,998	Debris removal, reduction and disposal services for flood related debris
<b>Mark D Kennedy</b> , Hays County Courthouse 111 East San Antonio St, Suite 202, San Marcos, TX 78666	General Counsel	<a href="mailto:Mark.kennedy@co.hays.tx.us">Mark.kennedy@co.hays.tx.us</a> (P) 512-393-2219 (F) 512-392-6500

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*'The KDF team's work during this stressful time was superb. Their skill and experience is excellent and I give my highest endorsement'*

*Oscar Hairell Assistant Director-community service, City of San Marcos*

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Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor's clients.

Nothing to declare



**KDF Enterprises, LLC**

## List of monitoring companies we have worked with

### **TetraTech**

Simon Carlyle

[Simon.Carlyle@tetrattech.com](mailto:Simon.Carlyle@tetrattech.com)

### **Thompson Consultants**

Nate Counsell

[ncounsell@thompsoncs.net](mailto:ncounsell@thompsoncs.net)

### **Debris Tech**

Dennis Cruthirds

228-596-5431



**KDF Enterprises, LLC**

## Letters of recommendation from previous clients



COMMUNITY SERVICES- RESOURCE RECOVERY

July 11, 2017

To whom it may concern,

It is my pleasure to write a letter of reference in support of KDF Enterprises. We have worked with Wade, Chad and the rest of the KDF team during the removal of debris for two flood events in 2015.

Chad worked closely with city staff to guarantee prompt scheduling and effective removal of debris from residential neighborhoods, our parks and along the river.

The KDF team's work during this stressful time was superb. Their skill and experience is excellent and I give my highest endorsement.

If you have any questions, please email at: [ohairell@sanmarcostx.gov](mailto:ohairell@sanmarcostx.gov) or call at 512.393.8410.

Thank you,

A handwritten signature in black ink, appearing to read "Oscar Hairell".

Oscar Hairell  
Assistant Director- Community Services  
City of San Marcos

**SAN MARCOS**  
We'd love your company.

CITY HALL • 630 EAST HOPKINS • SAN MARCOS, TEXAS 78666 • 512.393.8400  
SANMARCOSTX.GOV



**KDF Enterprises, LLC**



## Wimberley Emergency Medical Service Systems, Inc.

P.O. Box 33 • Wimberley, TX 78676 • (512) 847-2526

I had the opportunity to work with Chad Harrison and the KDF employees after the Memorial Day floods of 2015 in Wimberley Texas. Chad and the other men and women from the company arrived with the appropriate equipment and were more than willing to listen to the plan and jump right in and get to work. His guys were tasked with clearing enormous amounts of flood debris from a location all the while being cognizant of the potential for body recovery. You could not have asked for a better equipment operator, Chad and his guys were given a very large and overwhelming task and they tackled it without hesitation. If it hadn't been for their crews we would not have found one of the victims in the debris. This flood was a tragic and horrible event, but, because of Chad and his team we were able to give a little closure to the family. We could not have done it without them. If you ever are in need of heavy equipment operators these guys are the ones to call!

Cathy Montgomery, Operations Director

Wimberley Emergency Medical Services

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*"Dedicated to serving the people of Wimberley and surrounding communities with the finest in emergency medical care."*



**KDF Enterprises, LLC**



Office of General Counsel  
Hays County Courthouse  
111 East San Antonio Street, Suite 202  
San Marcos, Texas 78666  
(512) 393-2219  
Fax (512) 392-6500

**August 24, 2017**

To Whom It May Concern:

I am writing to provide a reference letter for KDF Enterprises, LLC regarding their assistance during the recovery stages of the devastating Memorial Day flood of 2015. Thanks to KDF and its staff, Hays County was able to expedite removal of debris and hazardous trees that posed a threat to the public at large.

KDF was prominent among the companies that supported Hays County from May 2015 to early 2016 carrying out debris removal in rights of way, on private property and in parks. During that period, Hays County had in excess of 100,000 cubic yards of debris successfully removed.

KDF's experience and knowledge made the debris collection process very effective. KDF staff conducted themselves in a very professional manner and remained focused on the task at hand. During recovery, citizen demands were acute. KDF did an excellent job balancing demands in the field with the scope of work and illustrated that it knows how to work effectively within a system.

KDF and its team showed unmatched professionalism and integrity throughout the debris removal project. We would not hesitate to consider them for procurement in the future. I highly recommend KDF Enterprises, LLC.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark D. Kennedy".

Mark D. Kennedy  
General Counsel  
[mark.kennedy@co.hays.tx.us](mailto:mark.kennedy@co.hays.tx.us)

cc: Bert Cobb, M.D. - Hays County Judge



**KDF Enterprises, LLC**

**Amanda Montgomery**  
First Assistant District Attorney

**Renee Castillo-De La Cruz**  
Assistant District Attorney

**Elizabeth Schmidt**  
Assistant District Attorney



**Cassandra Dennis**  
Assistant District Attorney

**J.L. Wolfe**  
Assistant District Attorney

**Jordan Powell**  
Assistant District Attorney

**Fred H. Weber**  
CRIMINAL DISTRICT ATTORNEY  
CALDWELL COUNTY, TEXAS  
1703 S. Colorado Street  
BOX 5  
LOCKHART, TEXAS 78644  
(512) 398-1811 (512) 398-1814 FAX

September 8, 2017

To whom it may concern:

Caldwell County worked with KDF Enterprises, LLC during recovery after two flood events in 2015. I found the company and their teams to be of good character. They are highly qualified, able to adequately carry out their work, and show high levels of integrity in their interactions with clients and the general public.

The flooding events in 2015 were a very stressful time for Caldwell County, and KDF's skill and focus in scheduling debris removal from Caldwell County and the City of Martindale neighborhoods and parks were excellent with more than 10,000 cubic yards of debris collected (over \$100,000) in approximately three months.

They are highly experienced in their field and I would recommend KDF Enterprises, LLC for future projects. If you have any questions or concerns, please do not hesitate to contact me at (512) 398-1811 or at [jordan.powell@co.caldwell.tx.us](mailto:jordan.powell@co.caldwell.tx.us). Thank you.

Sincerely,

A handwritten signature in blue ink that reads "J Powell".

Jordan M. Powell  
Assistant Criminal District Attorney



**KDF Enterprises, LLC**



November 27, 2018

Re:

KDF Enterprises LLC  
1101 West 34<sup>th</sup> Street  
Ste 211  
Austin, TX 78705

To Whom it May Concern:

The above noted company has been a customer of Sunbelt Rentals, Inc. since March of 2015. KDF Enterprises LLC has a lifetime history of 10 Million dollars with Sunbelt Rentals, Inc. Payments are made promptly upon receipt of invoices without question.

KDF Enterprises LLC has been pleasant and courteous both to my staff and to the personnel in the stores they deal with.

KDF Enterprises LLC is a great customer and always a pleasure to do business with.

Sincerely,

A handwritten signature in blue ink that reads "Loretta McDaniel".

Loretta McDaniel  
Regional Credit Manager

1275 W. Mound St. • Columbus, OH 43223  
Telephone (614) 341-9770 Facsimile (614) 341-9779



KDF Enterprises, LLC

**Pre-event contracts in Florida**

**Miami Dade County-Pre-approved vendor for Debris removal**

**Miami Dade County-Pre-approved vendor for cut and push/debris removal/disposal**

**City of Clermont, FL**

**Cape Coral, FL**

**Hendry County. FL**

**For past performance and list of projects in Florida please see Section 2. Qualification and Experience**



**KDF Enterprises, LLC**

**Request for Taxpayer  
Identification Number and Certification**

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**KDF Enterprises, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1101 W 34TH ST-211**

6 City, state, and ZIP code  
**Austin, TX 78705**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

4	7	-	1	2	4	4	2	7	8
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *[Signature]*

Date **5-7-18**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**KDF Enterprises, LLC**

## **Additional Information**

- Drug Free Workplace policy**
- Example Subcontractor contracts.**
- Subcontractors Policy and Checklist**
- Safety plans and protocols**



**KDF Enterprises, LLC**



**KDF Enterprises, LLC**



**KDF ENTERPRISES, LLC CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**Typed Name and Title of Certification Official** WADE KILPATRICK, PRESIDENT

**Signature** \_\_\_\_\_

**Date** 9/12/14



## MASTER SUBCONTRACTOR AGREEMENT

**THIS MASTER SUBCONTRACTOR AGREEMENT** (the “**Agreement**”) is entered into by and between KDF Enterprises LLC (“**Contractor**”) and \_\_\_\_\_ (“**Subcontractor**”) as of this, the \_\_\_\_\_, 2017.

**I. PROJECTS.** This Agreement shall apply to each and every project and all work and services (collectively, the “**Project**” or “**Projects**”) performed by Subcontractor for Contractor.

**II. PROJECT, SCOPE OF WORK, AND RATES.** See attached Exhibit “A” for a full description of the Project, Scope of Work, and Rates. Subcontractor acknowledges that all work will be unit priced and that the Scope of Work will be determined by Contractor. The Scope of Work and Rates set forth herein may be supplemented or amended in separate written agreements, signed by the parties, and attached hereto, which shall become part of this Agreement as if fully incorporated herein. All terms, conditions, and obligations set forth herein shall be and are hereby deemed to be incorporated in any such addenda or amendments, unless otherwise specifically stated.

**III. TERMS AND CONDITIONS.** The terms and conditions below apply to all work and services performed by Subcontractor for Contractor unless otherwise specifically noted in an addendum or amendment.

**1.** Subcontractor shall furnish, at its sole costs and expense, all insurance coverages required in this Agreement, labor, personnel, tools, equipment, materials, supplies, fuel, transportation, fees, assessments, supervision, samples reports, taxes, mobilization/demobilization of equipment, manpower or resources, and any other services necessary to perform and fully complete its work, all of which Subcontractor acknowledges and agrees constitute a component or part of the price or rate paid to it under this Agreement. Subcontractor will obtain at its sole cost and expense all necessary work permits, licenses, and approvals, if any, from all government authorities having jurisdiction over its work. Contractor will determine, in its sole discretion, the areas and amount of work assigned to Subcontractor. Subcontractor represents and warrants that it is experienced in the type of services to be provided under any Project and that it has the necessary equipment, manpower, materials and funding to perform this Agreement. Subcontractor warrants it is not a debarred or suspended contractor. Subcontractor shall not move from one designated work area until completed to the full satisfaction of Contractor. There are no minimum quantities of work or minimum payments guaranteed to Subcontractor under this Agreement. Subcontractor may be terminated at will, with or without cause, and without recourse. Contractor may suspend the work, in whole or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the work, or conditions which in its opinion warrant such action. Unless and only if Contractor is compensated by the prime contractor for a suspension of work, no additional compensation will be paid to Subcontractor for any



**KDF Enterprises, LLC**

costs or expenses caused by such suspensions of Subcontractor's work. Subcontractor is not entitled to an increase in the subcontract rate(s), price(s), damages, or additional compensation as a consequence of delays, suspensions, or interference in the work unless Contractor is specifically compensated for same by the prime contractor.

**2.** This Agreement is controlling with respect to the relationship between Contractor and Subcontractor. Subcontractor agrees to make the all provisions and obligations of this Agreement applicable, and enforce same against, all of its employees, subcontractors, suppliers, and any and all other entities with whom it does business in performing under this Agreement. Subcontractor is bound to the Contractor to the same extent Contractor is bound to the prime contractor with respect to Contractor's obligations, performance, and completion of the work. Subcontractor and its subcontractors have no rights under the subcontract between Contractor and the prime contractor.

**3.** The Subcontractor is in all respects an independent contractor. Nothing herein shall create, or be construed to create, between Contractor and Subcontractor an employer/employee or principal/agent relationship. Subcontractor shall have no right to obligate Contractor for work, performance, or payment of any kind to any third party. Contractor shall not instruct Subcontractor or its employees/subcontractors on the means, manner, or methods of performing or accomplishing Subcontractor's work, nor shall Contractor have the right to do so. Contractor is interested only in the results obtained under this Agreement. The means, manner, and methods of conducting Subcontractor's work are under the sole control of Subcontractor. Subcontractor shall have no authority to bind Contractor by any statement, representation, or promise of any kind. Subcontractor shall not interfere with Contractor's relationship with any governmental entity or project owner or any other entity or person. Subcontractor shall not deal directly with the prime contractor, governmental entity or project owner without prior authorization, in each instance, in writing from Contractor. Where applicable, Contractor and Subcontractor agree that Contractor shall be deemed a statutory employer in accordance with the provisions of the Louisiana Workers' Compensation Act.

**4.** Subcontractor has reviewed and inspected the work areas and the conditions affecting its work including those bearing upon collection, transportation, disposal of debris and other materials, ability to receive, stack, move, manage different types of debris, reduce the debris by any means, including burning, compaction or grinding (if applicable), availability of labor, roads, haul roads, debris staging areas uncertainties of weather, river stages, conditions of all waterways and water bodies above and below the surface, tides or similar physical conditions of the work areas, and the type of equipment and facilities needed to perform the work. Subcontractor has satisfied itself as to the surface and subsurface conditions of all work areas from a prior inspection of same or reasonable opportunity to inspect same. Contractor assumes no responsibility for any conclusions or interpretations made by Subcontractor on the basis of any information made available by the governmental entity, its representatives, the project owner, or Contractor. Subcontractor shall assert no claims for differing site conditions. To the extent Subcontractor is contracted to perform debris site management work,



**KDF Enterprises, LLC**

Subcontractor acknowledges and agrees that any and all costs and expenses associated with such work, including but limited to: (i) the provision of sufficient types of equipment and enough personnel necessary to adequately receive, move, stack, store, unload and load debris as instructed by Subcontractor, (ii) performance of site work, (iii) creation of staging areas, (iv) establishment and maintenance of roads, haul roads and others areas of passage of ingress and egress, (v) de-watering (vi) construction and provision of inspection towers, (vii) provision of portable scales, portable bathroom facilities, water trucks, erosion control, fencing, guard shacks, (viii) performance of post-site closure remediation work and (ix) any other items necessary for or incidental to the successful operation of a debris management site, shall be a component of Subcontractor price(s) or rate(s) set forth on a written Work Order.

**5.** Time is of the essence in Subcontractor's performance of its work. Subcontractor shall timely make payment for all labor, services, supplies, equipment, and/or subcontracts relating in any way to Subcontractor's work. Subcontractor shall defend, indemnify, and hold Contractor harmless from any loss or expense (including, but not limited to, attorneys' and expert witness fees) arising out of, or in any way relating to, claims for payment asserted by persons or entities who supplied labor, equipment, or supplies of any type in connection with or relating to the performance of Subcontractor's work. Contractor shall have the right and option to pay the claims of any of Subcontractor's subcontractors or suppliers and charge back to Subcontractor such amount plus an additional 20% as an administrative fee.

**6.** Subcontractor agrees that in performing its work, it will not create, use, or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper, and safe handling, storage, and removal of all hazardous wastes, chemicals, and substances. Subcontractor warrants that all vehicles, materials, tools, vessels, and equipment utilized in the performance of its work shall be in good working order, properly licensed and permitted, and in compliance with all local, state, and federal requirements. If required by law, all vehicles, equipment, and trailers transporting debris shall be covered with tarps or other similar coverings and be equipped with a tailgate that will effectively contain all debris during transport. Trucks, trailers, and other vehicles and equipment used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Subcontractor warrants that all drivers of vehicles and equipment participating in Subcontractor's work, whether directly employed or contracted by Subcontractor or not, are properly licensed and existing under all applicable local, state, and federal laws and regulations. Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work.

**7.** Subcontractor shall comply with all local, state, and federal laws, ordinances, codes, regulations, tax laws, labor laws, wage and hour laws, including Social Security Acts, Unemployment Compensation Acts, Workers' Compensation Acts, Truth in Negotiations Act, Copeland Act, Fair Labor Standards Act, Service Contract Act, Contract Work Hours and Safety Standards Act, Drug-Free Work Place Act, and the Davis Bacon Act, to the extent that these laws apply to Subcontractor's work, all of which (including



**KDF Enterprises, LLC**

regulations promulgated by the relevant government agencies) are incorporated herein by reference. If applicable, Subcontract shall comply with 29 CFR 4.6, the U.S. Department of Labor prevailing wage determinations, together with the provisions set forth in Form FHWA-1273, all of which are incorporated herein by reference. Subcontractor shall comply with all procedures, rules, and regulations with regard to nondiscrimination issued or to be issued by any local, state, or federal government or agency, including the Equal Employment Opportunity Commission, insofar as they may apply to the work under this Agreement. If the Davis Bacon Act, Service Contract Act, or other state or federal minimum wage, overtime, or labor laws apply to Subcontractor's work, or if required by Contractor, Subcontractor shall submit certified payrolls to Contractor by the Wednesday following each work week. Submission of these certified payrolls is a strict precondition to payment for Subcontractor's work, and no payment to Subcontractor will be made or owed unless and until Subcontractor complies with the requirements of this paragraph. In the event the Project is audited, for any reason, to determine compliance with any laws, regulations, or ordinances, Subcontractor shall pay its pro-rata share to Contractor for such costs and expenses, including attorneys' and expert witness fees, as calculated by Contractor. Such amounts shall be paid by Subcontractor to Contractor, or, with regard to such amounts, Contractor may set-off, charge back, or deduct from any progress payments, final payment(s), or retainage owed Subcontractor. In the event any penalties, charges, or amounts of any kind are threatened or assessed against Contractor based on potential or actual claims asserted by any governmental entity, Subcontractor's employees, its subcontractors, or their employees based on wage underpayment(s) or violation of any local, state, or federal laws, then Contractor shall have the right to set-off, charge back, and/or deduct from Subcontractor an equal amount from any progress payment(s), final payment(s), and/or retainage owed Subcontractor.

8. Subcontractor represents and warrants that it has complied with all applicable local, state, and federal laws, including immigration and employee eligibility laws, statutes, codes, orders, and regulations (collectively "**Immigration Laws**"), including, without limitation, the Immigration Reform and Control Act of 1986, as amended (including, but not limited to, the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or citizenship status), and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto. Subcontractor represents and warrants that it has properly maintained all records required by the United States Immigration and Customs Enforcement ("**ICE**") or any other local, state, or federal authority that may have jurisdiction over the work ("**Immigration Authorities**"), including, without limitation, completion and maintenance of the Form I-9 for each of Subcontractor's employees, and that it has responded in a timely fashion to any inspection requests related to such I-9 Forms. Subcontractor agrees to comply with all Immigration Laws during the term of the Project, to properly maintain all records required by ICE or other Immigration Authorities, and to timely respond to any inspection requests. Subcontractor further agrees to fully cooperate, and to cause its directors, officers, managers, agents, and employees to fully cooperate with any audit, inquiry, inspection, or investigation of Subcontractor or any of its employees that may be



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conducted by ICE or other Immigration Authorities. Subcontractor shall immediately, and in no event more than two (2) hours later, notify Contractor in writing and by in-person voice communication (not voicemail) of any unscheduled inspections, raids, investigations, inquiries, visits, or audits conducted by ICE or any other Immigration Authority of Subcontractor, its employees, subcontractors, or suppliers. To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Contractor, the governmental entity, and project owner, and their consultants, agents, and employees from and against any and all claims, damages, losses, and expenses, including, but not limited to attorneys' and expert witness fees, arising out of or resulting from Subcontractor's breach of this section, or any other portion of this Agreement. Subcontractor shall enroll in the E-Verify program and provide Contractor acceptable evidence of enrollment at the time of the execution of this Agreement. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully-executed E-Verify Memorandum of Understanding for Subcontractor. Additional information regarding the Employment Eligibility Verification System ("**E-Verify**") program may be obtained at <http://www.dhs.gov/E-Verify>. Subcontractor shall familiarize itself with all rules and regulations governing this program.

**9.** Subcontractor shall be solely responsible for the safety of its operations and its employees and subcontractors and shall take all reasonable safety precautions with respect to its work. Subcontractor shall comply with all safety policies and procedures initiated by Contractor for any Project, including Contractor's policy regarding drugs, alcohol, and controlled substances. Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act ("**OSHA**"). Subcontractor shall immediately notify Contractor of any injury to any of Subcontractor's employees or subcontractors. Subcontractor shall require its personnel to attend any safety meetings Contractor may conduct and direct its subcontractors to attend.

**10.** Subcontractor shall not assign or transfer the performance of this Agreement, or any part hereof, without the prior written consent of Contractor. Subcontractor shall notify Contractor in writing of any assignment of amounts due Subcontractor, or to become due it, under this Agreement. Subcontractor agrees this Agreement shall be freely assignable by Contractor and agrees to perform or continue to perform Subcontractor's obligations hereunder for the assignee. In the event Subcontractor subcontracts any work or services required to be performed under this Agreement: **(i)** Subcontractor shall utilize a subcontract agreement in substantially the same form as this Agreement; **(ii)** Contractor and its affiliates shall be, and are hereby deemed to be, third-party beneficiaries of such subcontract agreement(s), and Contractor shall have the right, but not the obligation, to directly enforce the terms thereof.

**11. SUBCONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR, CONTRACTOR'S AFFILIATES, THE GOVERNMENTAL ENTITY OR PROJECT OWNER**



**KDF Enterprises, LLC**

**UNDER THE PRIME CONTRACT, THE PRIME CONTRACTOR, TOGETHER WITH THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, INSURERS/UNDERWRITERS, SURETIES, SUBROGEEES, AND REPRESENTATIVES OF EACH (COLLECTIVELY THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES (INCLUDING CONTRACTUAL LIABILITIES TO THIRD PARTIES), COSTS, LOSSES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS', EXPERT WITNESSES', AND CONSULTANTS' FEES AND EXPENSES OF LITIGATION), JUDGMENTS, FINES, PENALTIES, ASSESSMENTS, TAXES, CAUSES OF ACTION (COLLECTIVELY THE "CLAIMS") WHICH ANY INDEMNITEE MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR, WHICH IN ANY WAY ARISES OUT OF OR IS RELATED TO SUBCONTRACTOR'S WORK, THIS AGREEMENT, OR ANCILLARY DOCUMENTS. THE INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATION IN FAVOR OF THE INDEMNITEES INCLUDES, BUT IS NOT LIMITED TO, CLAIMS CAUSED BY OR RESULTING FROM SUBCONTRACTOR'S, OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, SUPPLIERS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE FOR: (1) VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION; (2) BREACH OF ANY REQUIREMENT OR REPRESENTATION IN THE AGREEMENT OR ANCILLARY DOCUMENTS; (3) ANY CLAIM BY ANY THIRD PARTY REGARDLESS OF THE ALLEGED FAULT, NEGLIGENCE, OR STRICT LIABILITY OF INDEMNITEES; OR, (4) NEGLIGENT ACTS OR OMISSIONS IN PERFORMANCE OF THE WORK UNDER THIS AGREEMENT REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE ALLEGED FAULT, NEGLIGENCE, OR STRICT LIABILITY OF ANY INDEMNITEE. THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION GRANTED HEREIN IN FAVOR OF THE INDEMNITEES SHALL INCLUDE ALL CLAIMS FOR DAMAGE OF ANY SORT, INCLUDING PERSONAL INJURY AND DEATH, ASSERTED BY ANY PERSON OR ENTITY CAUSED BY THE SOLE, JOINT AND/OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER COLLECTIVELY OR SINGULARLY. THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR INSURANCE COVERAGE OF SUBCONTRACTOR. The term "Ancillary Documents" shall mean the prime contract between Contractor and the governmental entity or project owner, any contract(s) or agreement(s) between Subcontractor and its employees, subcontractors, drivers, operators, agents, and suppliers. Notwithstanding any provision of this Agreement to the contrary, Contractor shall be entitled to recover reasonable attorneys' fees, expert witness fees, and litigation expenses to judicially, or otherwise, enforce the terms of this paragraph and Agreement.**

**12.** Subcontractor waives all rights related to and will save and keep the Project, and the lands upon which it is situated or on which work is performed, free from all mechanic's liens and all other liens, claims, or privileges by reason of Subcontractor's work or any labor, materials, or other things used on the Project. If Subcontractor fails to remove



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any lien, claim, or privilege by bonding it or otherwise, Contractor may retain sufficient funds, out of any amounts due under this Agreement or Ancillary Document, to pay the same and all costs incurred by reason thereof, including, without limitation, attorneys' and expert witness fees.

**13.** Subcontractor shall cooperate with Contractor and other subcontractors whose work or responsibilities might interfere with other subcontractors' work on the Project, and shall coordinate his/its operations in areas of congestion, specifically advising Contractor of any such interference.

**14.** Subcontractor has no exclusive right to any work areas, zones, districts, neighborhoods, or other portions of the Project.

**15.** Subcontractor is solely responsible for all repairs of damages caused by it or its subcontractors, including, but not limited to, damaged streets, curbs, sidewalks, driveways, buildings, improvements, other constructions, electric transmission lines, water/sewer lines, cable television lines, lawn and landscape. In addition to any other remedies provided to Contractor herein, Contractor may, in its sole discretion, repair any such damage and deduct or charge back to Subcontractor the cost of the repair from any progress or final payment(s) or retainage. All determinations by the governmental entity, owner, governmental entity/owner's representative(s), or Contractor regarding the cause and responsibility for such damages referenced in this paragraph shall be final and conclusive for purposes of assigning fault and liability to Subcontractor or any other person/entity.

**16.** Retainage shall be forfeited by Subcontractor if it vacates the Project prior to completion of its designated work without being released by Contractor.

**17.** Subcontractor shall submit all invoices and payment requires, together with haul or load tickets, within thirty (30) days from the date of issuance of any haul/load ticket or performance of work. Haul/load tickets submitted beyond such thirty (30) day time period are deemed forfeited by Subcontractor and will not be paid. All volume calculations for any work performed by Subcontractor, including debris site management work, shall be based on final, reconciled amounts of eligible debris or eligible items as calculated and approved by the appropriate governmental entity representative or by Contractor in its/their sole discretion. Subcontractor shall not be paid for work in connection with ineligible debris, ineligible items, or estimated debris volumes. Trucks or equipment designated for use under this Agreement shall not be used for any other work during Subcontractor's performance under this Agreement. Subcontractor shall not solicit or undertake work from any private citizen. Under no circumstances shall Subcontractor mix debris hauled for others with debris hauled under this Agreement.

**18.** Subcontractor shall perform its work so as not to interfere with other disaster response and recovery activities of local, state, and federal governments, agencies, or utilities.



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**19.** At no time will Subcontractor or any of its subcontractors enter private property without a properly executed "Right of Entry" form approved by the governmental entity, project owner, or governmental entity/owner's agent.

**20.** Contractor shall retain 10% of each progress payment requested by Subcontractor and approved by Contractor. Subject to the condition precedent stated below, all amounts owed to Subcontractor are payable in current funds ten days after Contractor has received funds for same from the prime contractor. Notwithstanding any provisions herein to the contrary, it shall be an absolute condition precedent to any liability or obligation of Contractor to Subcontractor for payment of progress, final payment(s), or retainage for work performed by Subcontractor on any Project that Contractor be in receipt of full payment from the prime contractor for the work performed by Subcontractor. If Contractor has not been paid by the prime contractor, for whatever reason, Subcontractor agrees that Contractor shall not be obligated to, liable to, or indebted to Subcontractor on account of Subcontractor's work. Subcontractor accepts the risk that it will not be paid for work performed by it in the event that Contractor, for whatever reason, is not paid in full by the prime contractor for such work, and Subcontractor states that it relies entirely for payment for work performed on the credit of the prime contractor or government entity/project owner and not the Contractor. Subcontractor acknowledges it understands and agrees to the terms and conditions of the payments as outlined in this section of the Agreement. Subcontractor agrees the liability of the surety on any payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Contractor's liability to Subcontractor. Acceptance by Subcontractor of any payment made after the receipt by Contractor of Subcontractor's invoice or pay request shall be and shall operate as a release of all claims, liens, privileges, and liability by Subcontractor relating to such invoice or pay request for all things done or furnished or relating to the work and for every act or alleged neglect of Contractor arising out of this Agreement except for claims for retained percentages withheld by Contractor in accordance with this Agreement. Subject to the terms and conditions of this Agreement and the reconciliation of Contractor and Subcontractor's records by the prime contractor, governmental entity or project owner, including its agents or representatives, retainage will be paid upon: **(i)** the final release or close-out of the Project by the governmental entity or project owner; **(ii)** the completion of all work by Subcontractor including final cleanup, site remediation work and damage repairs, if any; **(iii)** Subcontractor's provision of proof to Contractor of satisfactory payment and settlement with all Subcontractor's employees and subcontractors. Contractor has the right to require from Subcontractor executed release of liens and claims, in a form acceptable to Contractor, stating that all bills have been paid and no claims exist against Contractor or its surety. Contractor may deduct from the amounts due Subcontractor pursuant to this Agreement, any sums due or to become due Contractor from Subcontractor whether or not said sums are in any way related to this Agreement or the Project.



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**21.** Subcontractor shall maintain in effect for the duration of this Subcontract the following insurance policies:

**a.** Commercial General Liability Insurance having a minimum limit of not less than \$1,000,000 each occurrence, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and blanket contractual liability coverage including Subcontractor's defense, indemnity, and hold harmless obligations set forth herein. When work is performed on, over, or in close proximity to navigable waters or vessels or in any way involves maritime workers, any vessel exclusion and exclusion for non-owned watercraft shall be deleted as respects liability coverage and contractual liability coverage.

**b.** Business Auto Liability Insurance having a minimum limit of not less than \$1,000,000 each accident including coverage for any and all owned, non-owned, and hired vehicles.

**c.** Workers Compensation and Employers Liability Insurance. The workers compensation and/or employers liability minimum limits shall not be less than \$1,000,000 each accident. If any work to be performed under this Agreement will be on, over, or in close proximity to navigable waters or vessels or in any way involves maritime workers, the U.S. Longshore and Harbor Workers Compensation Act endorsement shall be attached to the policy. If any work to be performed under this Agreement will involve maritime workers or vessels, the Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy.

**d.** Pollution Liability Insurance. Contractor shall maintain in force for the duration of this Contract pollution legal liability insurance applicable to bodily injury, property damages, including loss of use of the damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation or settlement of claims; all in connection with any loss arising from the insured facility. Coverage shall be with minimum limits of not less than \$1,000,000 per occurrence.

**e.** Vehicles, Vessels, Equipment, and Tools. In the event Subcontractor utilizes any vehicles, vessels, equipment, and/or tools furnished by Contractor, Subcontractor shall maintain in full force and effect insurance coverage the full value of such vehicles, vessels, equipment, and tools naming Contractor as loss payee and an additional named insured with full waiver of subrogation.

**f.** General Insurance Provisions. Within 5 days of Subcontractor's signing of this Agreement, Subcontractor shall furnish Contractor with all certificates of insurance required herein. All certificates shall provide for 30 days' written notice to Contractor prior to the cancellation or material change of any policy. All insurance policies of Subcontractor shall be primary to Contractor or its affiliates' insurance coverages and be endorsed to waive all rights of subrogation against Contractor and its affiliates, and (except workers compensation coverage and professional liability coverage) shall, to the extent of the risks and liability assumed by Subcontractor, name Contractor and Contractor's affiliates as additional insureds on a broad form endorsement. All insurance required of Subcontractor shall be placed with insurers acceptable to Contractor with a



minimum rating of A- VII by the A.M. Best Company or equivalent. Subcontractor shall require the same coverages described herein from all of its subcontractors. Subcontractor shall be liable to, and shall defend, indemnify, and hold harmless Contractor and its affiliates for any loss or expense, including reasonable attorneys' and expert witness fees, resulting from Subcontractor's failure to provide or require any insurance coverage described herein. Contractor may withhold any and all payments to Subcontractor unless or until Contractor receives evidence of the foregoing insurance coverages, which are deemed a strict condition precedent to Contractor's payment obligation to Subcontractor. If Subcontractor fails to procure or maintain all insurance coverages required in this Agreement, or if Subcontractor fails to deliver all certificates of insurance, Contractor may, but is not obligated to, procure such insurance coverages and deduct the premium costs (and/or deductibles) for same from any payments owed Subcontractor. Subcontractor's insurance obligations are independent from Subcontractor's defense, indemnity, and hold harmless obligations in this Agreement, which defense, indemnity, and hold harmless obligations are not limited or diminished by this paragraph. All insurance benefits and protections granted to Contractor (or any Indemnitee) under this Agreement shall extend to or be used to satisfy all Subcontractor's defense, indemnity, and hold harmless obligations under this Agreement.

**22. Subcontractor hereby waives and releases the governmental entity, project owner, the prime contractor, Contractor, and its affiliates together with their respective members, managers, directors, officers, employees, insurers, underwriters, sureties, successors, and assigns from all liability, claims, causes of action, and demands for lost profits, incidental, unabsorbed overhead, delay damages, attorneys' fees, punitive damages, consequential or special damages of any kind in connection with or related to Subcontractor's work, this Agreement and ancillary documents, including any alleged breach thereof.**

**23.** Contractor may pay Subcontractor's subcontractors directly, which Subcontractor acknowledges and agrees shall not create an implied contract between Contractor and such subcontractor(s). In the event Contractor pays Subcontractor's subcontractor(s) directly, then all terms, conditions, and obligations of this Agreement remain in full force and effect. In the event Subcontractor fails to pay its subcontractors, Contractor may pay Subcontractor's subcontractors which payment shall discharge Contractor's obligations to Subcontractor for such amount(s).

**24.** The rights of the parties under this Agreement shall be construed in accordance with the laws of the state in which the work and services under this Agreement are provided.

**25.** In the event of any dispute or disagreement concerning this Agreement the parties agree to submit any such dispute or disagreement to binding arbitration with the arbitrator to be selected from a panel of arbitrators approved by the American Arbitration



**KDF Enterprises, LLC**

Association for commercial disputes utilizing the American Arbitration Association's Commercial Arbitration Rules R-1 through R-54, specifically including the right to conduct full discovery prior to any trial or hearing, and with the arbitration to be administered by the American Arbitration Association. In the event the parties are not able to agree upon the selection of an arbitrator, the arbitrator shall be randomly selected from a list of four (4) arbitrators, two (2) of which are named by Contractor and two (2) of which are named by Subcontractor. All matters submitted to the arbitrator, once ruled upon, shall be final and binding on the parties, and non-appealable. Such arbitration shall take place in the same city as Contractor's principal place of business. Except as otherwise expressly provided in this Agreement, the prevailing party in any proceeding brought under this Agreement shall be entitled to an award of arbitration expenses incurred by such prevailing party arising out of, connected with, related to, or incidental to such proceeding, which award of arbitration expenses shall be in addition to any other remedy awarded in such arbitration.

**26.** The parties agree to execute and deliver such further instruments or documents necessary to carry out any agreement, term, or condition of this Agreement.

**27.** The terms of this Agreement are specifically enforceable by Contractor.

**28.** Unless otherwise stated herein, any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when: (a) personally delivered, (b) the date set forth on the return receipt as being received or refused when mailed by first class registered mail, return receipt requested, (c) by electronic mail one (1) day following read receipt acknowledgement, and/or (d) by facsimile one (1) day following acknowledgement of transmission. Such notice(s) or other communications shall be addressed to the parties at the address and/or contact information set forth below, or at such other address and/or contact information as any party may specify by notice to all other parties given as aforesaid:

If to Contractor:

KDF Enterprises LLC  
370 Mountain View Road  
Springville, Alabama 35146

Attn: Chad Harrison

If to Subcontractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**29.** Each and every one of the exhibits referenced in this Agreement is attached or will be attached to this Agreement prior to the signing of this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention in the same manner and with the same effect as if each exhibit was set forth in full and at length each time it is referred to or otherwise mentioned.

**30.** This Agreement will not be strictly construed either for or against any party, but this Agreement will be interpreted in accordance with the general tenor of the language of this Agreement in an effort to reach an equitable result. No remedy or election given by any provision in this Agreement will be deemed exclusive unless so indicated, but each will, wherever possible, be cumulative with all other remedies in law or equity. The parties acknowledge that this Agreement has been freely negotiated by each of the parties and that each party (and its counsel, if any) has had the opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**31.** If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable under present or future laws effective during the term hereof in any respect, and the basis of the bargain between the parties is not destroyed or rendered ineffective thereby, such invalidity, illegality, or unenforceability, to the extent possible, will not affect any other provision of this Agreement. Moreover, so far as is reasonable and possible, effect will be given to the intent manifested by the portion held invalid, illegal, or unenforceable. It is further the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision invalid, illegal, or unenforceable and the other of which would render the provision valid, legal, or enforceable, then the provision will have the meaning that renders it valid, legal, or enforceable.

**32.** Each party warrants that it has the right, power and authority necessary to execute this Agreement through its authorized officers or agents. The persons executing this Agreement on behalf of Contractor and Subcontractor each warrant that he is a duly authorized officer or agent of such party and has all power and authority necessary to execute this Agreement.

**33.** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original. Execution and delivery of this Agreement by electronic copy bearing the electronic signature of Contractor and/or Subcontractor's authorized signatory shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

**34.** This Agreement contains the entire agreement and understanding of the parties and is the exclusive statement of the terms of such agreement. All prior



**KDF Enterprises, LLC**

agreements, written or oral, between the parties are merged herein. No modifications of this Agreement shall be valid unless reduced to writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Master Subcontractor Agreement as of the day and year first written above.

**CONTRACTOR:**

KDF Enterprises LLC

**SUBCONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

**WORK ORDER: LOAD AND HAUL**

**(MIAMI, FLORIDA)**



**KDF Enterprises, LLC**

This Work Order supplements that certain Master Subcontract Agreement dated \_\_\_\_\_ by and between KDF Enterprises LLC, as Contractor, and \_\_\_\_\_, as Subcontractor, for the purpose of setting forth Subcontractor's Scope of Work, Rates and other in connection with the Project identified below.

Except as otherwise indicated below, all terms, conditions and obligations set forth in the above-described Master Subcontract Agreement shall remain in full force and effect, and are adopted and incorporated herein by reference. All capitalized terms not otherwise defined in this Work Order shall have the meanings assigned to them in the above-described Master Subcontract Agreement.

**I. PROJECT: HURRICANE IRMA: MIAMI, FLORIDA**

**(The government entity referenced above is hereafter referred to as the "GOVERNMENT")**

**II. SCOPE OF WORK: Load and Haul Vegetative Debris and Construction and Demolition Debris**

In accordance the performance obligations, scope of work, terms and conditions under the prime contract (including the RFP or RFQ) between the GOVERNMENT and the prime contractor, and Master Subcontract Agreement between the prime contractor and Contractor in connection with the above Project, all of which are adopted and incorporated herein by reference, Subcontractor shall gather and load all eligible vegetative debris and eligible construction & demolition ("C&D") debris from the public right-of-ways ("ROW") at all locations designated by Contractor, and transport and unload same at locations designated by Contractor for temporary disposal/staging at the Debris Management Sites ("DMS").

**III. RATES:**

The following all-inclusive pay rates shall apply to Subcontractor's work set forth herein.

**(A) Vegetative Debris to DMS**

<u>Unit Rate</u>	<u>Price Per Cubic Yard</u>
per cubic yard	\$/CY



**KDF Enterprises, LLC**

**(B) C&D Debris to DMS**

<u>Unit Rate</u>	<u>Price Per Cubic Yard</u>
per cubic yard	\$/CY

**All amounts owed to Subcontractor by Contractor under this Work Order shall be calculated and based solely and exclusively on the amount(s) or volume(s) of debris deemed eligible and approved for payment by the GOVERNMENT or its monitor for the Project. Mileage haul distances shall be calculated and determined solely and exclusively by the GOVERNMENT or its monitor for the Project. Contractor shall not be obligated for payment to Subcontractor for: (i) any debris, work or services disapproved for payment by or deemed ineligible by the Project Monitor; and, (ii) haul distances not approved by the project owner or Project Monitor.**



**KDF Enterprises, LLC**

# KDF Health and Safety Programs

These enclosed documents are intended to be used together providing a comprehensive set of safety protocols ensuring the health and safety of our employees, subcontractors, clients and members of the public who may interact with us during a project.

## Information Included:

- Code of Safe Practices
- Heat Injury prevention Program
- Example Emergency Response procedure (from previous project)
- Example Hazard Communication Plan (from previous project)
- Health and Safety Handbook



**KDF Enterprises, LLC**



## Code of Safe Practices

### PURPOSE

KDF believes that all injuries can be prevented. The Code of Safe Practices will be used in conjunction with other safety programs, training, indoctrination, Job Hazard Analysis, and on the job application to maintain a safe and healthy jobsite. Accident prevention can only be accomplished through the coordinated efforts of all employees and by strict implementation of our Code of Safe Practices, Safety Procedures and Standards, as outlined below and defined in the California Code of Regulations, Title 8 and applicable regulatory agencies, along with our Employee Safety and Health Handbooks.

### SCOPE

All KDF employees should comply with the following Code of Safe Practices.

**All Employees** must follow these safe practices (at a minimum), render every possible aid to safe operations, and report unsafe conditions or practices to the foreman or superintendent.

1. Follow the KDF Safety and Health Plan.
2. Follow all applicable laws and regulations.
3. Comply with this Code of Safe Practice and report all dangerous conditions or practices immediately to their supervisor.
4. Wear warning vests and appropriate PPE when exposed to vehicular traffic or heavy equipment. Flag persons should be appropriately trained and have a stop and slow paddle.



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5. Anyone known to be under the influence of a drug or other intoxicating substance is not permitted on the jobsite. Employees shall not be permitted to work while their ability or alertness is impaired by fatigue, illness, etc.

Treat barricaded areas (danger tape) as a danger area. Admittance to or passage through these areas is prohibited without permission, except those employees working within the area.

6. Follow supervisor instructions and ask questions if you do not understand the task.
7. Work shall be planned and supervised to prevent injuries.
8. Horseplay, scuffling, fighting, gambling, weapons and other acts that may adversely affect personal safety is prohibited.
9. Do not enter manholes, underground vaults, or other confined spaces without following confined space entry procedures and proper training.
10. Report all accidents, injuries, and near misses to your supervisor immediately.
11. Follow safe lifting procedures when carrying, lifting, or moving material. Use a cart or other lifting equipment if possible.
12. Material shall not be dropped or thrown from elevated surfaces, the building, scaffolds, windows, etc. unless proper safety precautions are taken to protect others from falling objects.
13. Observe good housekeeping by keeping all areas clear of debris and garbage. Remove nails and other sharp objects from lumber, broken crates, etc. Stack and store all material in a safe location, away from edges, access areas, exits, and ignition sources.
14. Do not work beneath or pass below suspended loads or overhead work. Use tag lines to avoid working under them.
15. Do not operate equipment or perform a task unless you are trained and authorized to do so.

**Foremen and Supervisors** shall insist on employees observing and obeying applicable rules and regulations.

1. Ensure all employees observe and comply with all Safety and Health rules, regulations, and orders to perform safe work.
2. Take immediate action to stop unsafe acts or correct unsafe jobsite conditions.
3. Educate employees about accident prevention through Safety Task Assignments, regularly scheduled toolbox meetings, jobsite orientations, and specific training as needed.
4. Train all employees in the jobsite IIPP, Code of Safe Practices, and the Site Specific Safety Plan.
5. Pre-plan work and supervise the work for safety compliance.
6. Provide a CPR and First Aid trained person on the job at all times.

## TOOLS AND EQUIPMENT



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1. Inspect all tools and equipment before use, do not use any equipment that is damaged or is missing a safeguard.
2. Maintain tools and equipment in safe and working order. Damaged equipment shall be labeled and taken out of service.
3. Before discarding any damaged tool or piece of equipment, make it inoperable or destroy it.
4. Guards should be used on tools at all times. Guards must be in their proper place and function properly.
5. Pins and whip checks must be in place at all connections on pneumatic hoses.
6. Use the appropriate tool for the job.
7. Wrenches shall not be altered by the addition of handle extensions or “cheaters.”
8. A screwdriver shall not be used as a chisel.
9. Files shall be equipped with handles and not used to pry or punch.
10. Do not push wheelbarrows with handles in an upright position.
11. Only trained and authorized personnel can operate industrial trucks, forklifts, aerial lifts, scissor lifts, powder actuated tools, etc.
12. Loose clothing, long hair, and jewelry cannot be worn around moving parts of machinery.
13. Users of powder-actuated tools must be trained.
14. Powder-actuated tool loads should be disposed of properly.
15. Adequate signage should be installed within 50 feet of the use of powder-actuated tools or lasers.
16. Powder-actuated tool loads should be secured. Different power loads should be kept in separate containers.
17. Disconnect air hoses from the compressor after the line has been bled.
18. Fire extinguishers are required for all hot work.
19. Compressed gas shall be properly stored.

#### Ladders

1. Follow all manufacturer instructions and recommendations.
2. Inspect the ladder before each use, do not use damaged ladders.
3. Maintain three points of contact on ladders at all times; use a rope to hoist material.
4. Do not use a stepladder as a straight ladder; the legs must be fully spread and locked.



5. Do not place ladders in passageways, doorways, or any locations where they might be hit or jarred unless protected by barricades or guards.
6. Do not use metal / conductive ladders near electricity.
7. Place ladders on hard level surfaces.
8. Ladder rungs and steps shall be kept free from grease, mud, oil, or other slippery substances.
9. Face the ladder at all times, do not reach out to the sides.
10. Straight ladders shall be secured to prevent tipping and slipping.
11. Do not stand or work on the top two steps of a step ladder or the top three rungs of a straight ladder.
12. Extension ladders should be set up with a 1 to 4 ratio.
13. Extension ladders shall extend 36 inches above the landing.

### **Scaffolds**

1. A competent person shall inspect the scaffold before each use.
2. Guardrails, midrails, and toeboards shall be installed where needed.
3. Scaffolds must be fully planked.
4. Tie or guy the scaffold when the height is more than three times the smaller base dimension; do not remove the ties, guys, or outriggers.
5. Do not modify the scaffold.
6. Toeboards or a protective screen shall be installed when workers can work or pass under or next to the scaffold.
7. Do not mix scaffold parts from different manufacturers.
8. Maintain good housekeeping on scaffolds.
9. Only use the scaffold if it has a green tag, never use one that is red tagged.
10. Access the scaffold by the use of a ladder or stair tower; do not climb the braces or the scaffold frame, unless designed for climbing.
11. Do not use the scaffold in storms or in windy conditions.
12. Do not overload a scaffold or store material on them.
13. Do not place tarps or plastic on a scaffold as it may act as a sail.
14. Lock all wheels on a rolling scaffold before use.
15. Guardrails are required when exposed to a height greater than six feet.

### **Industrial Trucks and Machinery**



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1. Users shall be trained and authorized to operate equipment.
2. Seatbelts must be worn at all times.
3. Equipment safeguards such as backup alarms, lights, brakes, etc. must be in good working condition.
4. Follow all manufacturer instructions and safety precautions.
5. Inspect equipment prior to use.
6. Do not use damaged equipment. Tag the equipment and take it out of service immediately.
7. Remove the key from the equipment when not in use.
8. Do not leave running equipment unattended.
9. Top rail and mid rail must be secured while using a scissor lift.
10. A full body harness and lanyard shall be used when using a boom lift.
11. Stay inside the platforms; do not stand on material, guardrails, midrails, or toeboards.
12. Operate aerial lifts on flat, level ground.
13. Do not modify any equipment (drilling holes in the forks of a forklift).
14. Manufacturer signs, postings, and equipment controls shall be kept clean and legible.
15. Load charts, operator manuals, etc. must be with the equipment at all times. Thoroughly read and understand all operator instructions before using the equipment.
16. Know the weight of all loads before lifting them.
17. Keep equipment a safe distance away from overhead power lines (min. 10 feet). The distance will depend on the voltage of the line.

#### HAZARDOUS MATERIALS

1. Chemicals and other hazardous materials shall be properly labeled.
2. Safety Data Sheets (SDS) shall be available for all chemicals and other materials on the jobsite.
3. Read and follow all warning labels and Safety Data Sheet information.
4. Do not mix chemicals unless required by the manufacturer.
5. Use adequate ventilation when required.
6. Wear eye and face protection when working with hazardous materials or chemicals as required by the SDS.
7. Store hazardous materials in suitable containers as required by the manufacturer.
8. Fire extinguishers shall be readily available near flammable and combustible material storage areas.



9. Store gasoline and diesel in safety cans. Plastic gas cans are not permitted on site.
10. Use chemicals and materials for the intended purpose.
11. Smoking is prohibited at or in the vicinity of hazardous operations near flammable or combustible materials.
12. Clean hands and effected areas thoroughly after handling hazardous substances.
13. Gasoline shall not be used for cleaning purposes.

#### **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

1. Hardhats, safety glasses with side shields, work boots, long pants, and appropriate shirts shall be worn at all times on the jobsite.
2. Safety glasses shall be ANSI Z87.1 approved. Sunglasses or prescription glasses are not permitted.
3. Wear hearing protection as required.
4. Face shields or goggles may be required during chipping operations, when handling chemicals, grinding, powder actuated tools, pneumatic tools, or when deemed necessary.
5. Welding hoods are required for welding.
6. Burning goggles are required when cutting or burning
7. Foot protection is required for soil compaction when using a tamper.
8. Hardhats shall be worn with the brim facing forward, as required by the manufacturer.
9. Do not wear non-manufacturer approved items under hard hats.
10. Do not modify the hard hat suspension or shell.
11. Inspect PPE before each use. Do not use damaged PPE. Replace hardhats when required by the manufacturer (every five years for the shell and annually for the suspension system).

#### **TRENCH AND EXCAVATION**

1. Trenches deeper than five feet deep shall be sloped, shored, or benched in accordance with Cal/OSHA regulations. In some cases, trenches may need a protective system at depths less than 5 feet as deemed necessary by the competent person.
2. Spoil piles and other material shall be kept at least two feet away from the edge of the trench.
3. Locate underground utilities before digging.
4. Provide safe access to trenches and excavations deeper than four feet. Ladders or other means of access will be provided every 50 feet (25 feet max. travel distance) if the trench or excavation is deeper than four feet.
5. Barricade trenches with guardrail or tape before the hole is opened.



6. A competent person shall inspect the trenches and excavations before each use and as needed throughout the shift.
7. Do not jump over trenches.
8. Confined space procedures may be required in trenches or excavations.

#### FALL PROTECTION

1. Fall Protection is required if there is a fall potential greater than six feet for normal work.
2. Lanyards should be equipped with a shock absorbing lanyard and double locking gate. (appropriate to the system used)
3. Do not tie a lanyard back to itself unless the lanyard is specifically designed for that purpose.
4. Side "D" rings should only be used for positioning devices, not for fall arrest.
5. Use the rear "D" ring in the center of the back for 100% fall protection.
6. Fall protection is required on elevated surfaces near the building perimeter or shafts when above the guardrail height.
7. Anchor points shall be able to hold at least 5,000 pounds per person attached.
8. Inspect all fall protection before each use and do not use damaged equipment, tag it and remove from service.
9. Secure the area when work requires the removal of a barricade, guardrail or hole cover. Reinstall the safety device immediately after finishing the work.
10. Free fall distance can be no greater than six feet and prevent contact with a lower level or object.
11. A personal fall arrest system should limit arresting force on an employee to 1800 pounds.
12. The lower end of a vertical lifeline should extend to within 4 feet of the ground.
13. Anchor points should be located above the worker, never the same level or below.
14. Users should be trained in the proper use of fall protection equipment.
15. Follow the manufacturer's instructions and recommendations.
16. Plan rescue procedures for workers using fall protection prior to the work.
17. Guardrails must be within 42-45 inches and hold a minimum of 200 pounds. Midrails are between the guardrail and working surface and must hold at least 150 pounds. Toeboards are required on all surfaces where someone can walk, pass below, or work beside an upper level.

#### ELECTRICAL

1. Only trained, qualified, and authorized employees are allowed to make electrical repairs or work on electrical equipment.
2. Electrical cords should not be repaired by the use of electric tape.



3. Treat all electrical equipment as energized until it is tested or otherwise proven to be de-energized.
4. Extension cords with cuts, frays, grounds missing, or any other damage shall be labeled and taken out of service.
5. Extension cords should be construction grade (12 gauge or larger).
6. GFCI protection must be used on the construction site at all times.
7. Electric equipment must be approved by a Nationally Recognized Testing Laboratory.
8. De-energize all equipment before working on, or installing.
9. Use lock-out/tag-out procedures when repairing, cleaning, or adjusting equipment.
10. Never remove another worker's lock or tag from any equipment.
11. All power tools will be grounded or double insulated.
12. GFCI boxes shall be checked at frequent intervals (quarterly).
13. Lower tools by hoisting ropes, not their electrical cords.
14. Light bulbs and portable lamps shall be protected with cages or other type of guard.
15. The use of "home-made" electrical boxes or other equipment is not permitted on the site.
16. Electrical room doors shall be locked when not in use and have appropriate signage.
17. Electrical cords shall not be placed in doorways or other areas they may become damaged unless adequately protected.
18. Cords should be suspended by non-conductive materials (zip ties or string).

#### **CONFINED SPACE**

1. Confined space entry permits shall be obtained before entering the space when deemed necessary.
2. All workers shall be trained in confined space entry.
3. Preplan rescue procedures before work begins.
4. Test air quality to ensure safe entry.
5. An outside attendant must be present at all times for permit spaces.
6. Oxygen, acetylene, and other hazardous chemicals will not be brought into a confined space unless adequate safe guards have been taken.

#### **CONCRETE WORK**

1. Appropriate PPE must be worn including safety glasses, rubber boots (with tops taped), gloves and other equipment as may be needed.



2. Rebar, form stakes and similar impalement hazards must be protected using rebar caps or other means necessary.
3. Be cautious of trip hazards.
4. Be cautious of overhead obstructions and power lines for booms, concrete trucks and concrete tools.
5. Form lumber must have all nails removed or bent over after it is stripped.
6. Handle material properly and get help lifting when needed to avoid back injuries-
7. Workers must be aware of the hazards and proper procedures for working around concrete pump trucks including pump clogging, overhead boom, steadying pump nose and swing.
8. Watch forms and deck for deflection to identify possible blowouts.
9. Proper crane and rigging procedures must be used and have certified riggers.
10. Grinders and other tools will be used with protective guard.
11. Respiratory protection will be used when deemed necessary. Workers will be medically evaluated, fit tested, and trained.
12. Complete and review JHA before concrete work begins.
13. Personnel must wear full body harnesses, and be properly tied off on work platforms over six feet when standard handrails, midrails, toeboards are not provided.
14. Keep hand tools in peak condition - sharp, clean, oiled, dressed, and not abused.
15. If concrete touches your skin wash immediately to prevent concrete burn.
16. When shoveling concrete - push the concrete, do not lift.
17. Only the authorized person should back up concrete trucks.
18. Workers using chemicals will be trained in their use before they are required to use the chemical.

#### **Controlling Concrete and Masonry Dust**

1. Use engineering controls such as local exhaust ventilation when dust containing silica is produced from a power tool (when possible).
2. Water may be used as an alternate to engineering controls if feasible.
3. Preplan controls in the JHA / STA process.
4. Respiratory protection shall be used when necessary. Users shall be appropriately medically evaluated, and trained.
5. Maintain dust reduction systems and ensure workers using them are trained in their use.
6. Practice good personal hygiene. Do not eat, drink or use tobacco products in dusty areas. Wash hands frequently.



7. Training for this section should be done at least annually and documented.

#### **Heat Stress Prevention**

1. Take breaks as required to stay cool. Shaded areas are available for break.
2. Drink water frequently and stay hydrated. It is recommended to drink up to four, 8 oz. cups per hour.
3. Know the signs, symptoms and treatment of heat stress. Training will be provided at the jobsite.
4. Know where potable water sources are located at the site.
5. Immediately report any signs of heat illness to your supervisor.
6. Be cautious working in the heat until you are acclimatized.

#### **Lead, Asbestos and other Abatement Activities**

1. Ensure a qualified abatement contractor performs any abatement.
2. KDF will not handle, transport or abate lead / asbestos containing material
3. Before proceeding with work in any area that contains lead or asbestos, clearance must be obtained
4. If anyone encounters any questionable material that may potentially contain lead or asbestos, they must immediately stop work and notify their supervisor.
5. Follow instructions on all signage posted by the abatement subcontractor
6. If a breach in a containment area is observed, immediately notify your supervisor
7. Only properly trained and authorized personnel are allowed in a containment area





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## Heat Illness Prevention Program 2015

The Project Superintendent will ensure that the procedures set forth in this policy are followed. Job specific requirements, controls and procedures should be included in the site-specific safety plans, Injury and Illness Prevention Program and job hazard analysis.

### WATER

All employees will have access to potable drinking water onsite. This will be achieved by issuing each worker a water container exclusively for their personal use. In addition, water containers for crews will be used to ensure that an adequate supply of water is available. Someone will be assigned to check the water containers for the crews frequently and ensure they are stocked with water and disposable cups. This person will also be responsible to ensure the containers are kept clean and in a sanitary condition. Water containers issued to each employee are the responsibility of the worker. Potable water will be provided at the project; however, it is their responsibility to replenish their containers and to keep them clean. Employees will be encouraged and reminded of the importance of frequent water consumption.

Potable water will be available and readily accessible in quantities sufficient for all workers and will be replenished throughout the day. Common water containers must have single use cups with a garbage can by the water container. It is important that the water be kept reasonably cool and readily accessible to the workers.



Workers and supervisors should be trained in the frequent cleaning of water containers for worker hygiene and health.

This project will have potable drinking water available at the jobsite office.

Where unlimited drinking water is not immediately available from a plumbed system or otherwise continuously supplied, enough water for every employee to be able to drink one quart of water, or four 8-ounce cups, per hour will be supplied. The water must always be cool, and in very hot weather it is recommended that ice be kept on hand to keep the water cool.

## SHADE

Employees must have access to shade when the employee feels it is necessary for a recovery period. Good examples for shade include office trailers with air conditioning, buildings, temporary covers, tents, umbrellas, etc. Shaded areas must be open to air or have a ventilation system that cools the area as needed. As a general rule, while in a shaded area, one should not be able to cast a shadow and the temperature should be cooler than the outside work area. It is advisable to have shade present even when temperatures do not exceed 85 degrees.

As a minimum these trigger temperatures will be used. Shade will always be available but must be “up” from the start of the shift if the predicted temperature is predicted to exceed 85 degrees or reaches 85 degrees at any point of the day. The source of shade must be readily accessible to employees.

When preplanning shade, supervisors must consider that at least 25% of employees onsite must be able to be under the shade without touching each other and sitting comfortably (not on the soil). In some cases, the source of shade will be inside the building being constructed if it meets the requirements of the shade provision.

Workers will have access to shade at the jobsite shade tent.

Workers will be encouraged to take a cool-down rest in shaded areas by discussing the importance of these breaks at safety meetings, job hazard analysis meetings and at safety task assignments. Shade areas will be placed around the site to effectively offer shade areas to employees that are convenient to access.

## HIGH HEAT PROVISIONS

High heat provisions must be implemented when the temperature exceeds 95 degrees Fahrenheit. These procedures include:

- Effectively communicate with employees you supervise to ensure they are not experiencing any signs or symptoms of heat illness.
- Observe employees for signs and symptoms of heat illness.
- Remind employees to drink water and take frequent breaks when needed.



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- Closely supervise employees for the first 14 days of high temperatures since people need time to acclimate.
- Increased frequency and discussion of heat stress prevention training

### MONITORING THE WEATHER

When it is anticipated that temperatures will reach or could reach 85 degrees Fahrenheit, assign someone to monitor the weather using this website: [www.nws.noaa.gov](http://www.nws.noaa.gov). Communicate weather forecasts and conditions to the Project Superintendent so they can ensure shade is up and available if necessary and that high heat provisions can be implemented if needed. An area should be designated in the jobsite office to print the forecast so it is readily available to jobsite staff.

### TRAINING

It is the responsibility of the Superintendent to ensure that all employees are trained in heat illness. Superintendents will be trained with the assistance from CPR/First Aid courses, jobsite specific training, <http://www.dir.ca.gov>, tailgate meetings, and other methods as may be applicable. This training will be documented on the tailgate meeting form. Additional training will be conducted as required and when employees are first hired.

The following are minimum requirements for heat illness training:

All employees should be trained in the following areas upon initial hire. Retraining and refresher training should be provided at least annually and as needed.

- Environmental and personal risk factors for heat illness
- Procedure for identifying, evaluating, and controlling exposures to the environment and personal risk factors for heat illness
- The importance of frequent consumption of small quantities of water, up to 4 cups per hour under extreme conditions of work and heat
- The importance and considerations for acclimatization
- The importance of proper hydration
- The importance of adequate shade
- The location of water and shade
- Proper caloric intake throughout the day as well as the effects of alcohol, caffeine and nicotine
- The different types of heat illness and the common signs and symptoms of heat illness
- The importance of immediately reporting to the employer, directly or through the employee's supervisor, symptoms or signs of heat illness in themselves, or in co-workers



- The employer's procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary
- Procedures for contacting emergency medical services, and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider
- How to provide clear and precise directions to the worksite

In addition to those training items above, all supervisors must be trained in the following:

- The procedures the supervisor is to follow to implement the applicable provisions in this section
- The procedures the supervisor will follow when an employee exhibits symptoms consistent with possible heat illness, including emergency response procedures
- How to monitor the heat and temperature
- How and when to properly acclimate the workers

### PROTECTION FROM THE SUN

Workers should be encouraged to protect themselves from sun damage. Protection may include: sunscreen, visors for hardhats that are approved by the manufacturer, clothing that covers skin and blocks out the sun and limits exposure. Employees should know and recognize the signs and symptoms of heat stress and take appropriate measures to protect themselves. All employees must be trained how to get help if needed and how to activate the emergency action plan.

Worker exposure should be thoroughly evaluated by the Superintendent and adequate controls implemented. Example controls may include rotating work shifts to a cooler time of the day, temporary shade structures can be added such as pop up tents or umbrellas, cool wraps for the neck, visors and other protective clothing, and increased frequency of breaks.

### IDENTIFICATION AND TREATMENT OF HEAT ILLNESS

The following is a table of types, causes, and symptoms of various forms of heat stress:



Heat Stress Table				
	Cause	Symptoms	Treatment	
<b>Heat Disorder</b>	<b>Heat Rash</b>	Continuous exposure to hot or humid air	Red, itchy rash on the body	Resting in cool, dry place, allowing skin to dry. Medicated ointment as may be prescribed
	<b>Heat Cramps</b>	Heavy sweating with inadequate electrolyte replacement	Muscle spasms; include but are not limited to pain in the hands, feet, and abdomen	Remove from heat, stretch and massage cramping muscles, and drink electrolyte replenishment fluids or water
	<b>Heat Exhaustion</b>	Increased stress on body organs, including inadequate blood circulation due to cardiovascular insufficiency or dehydration	Pale, cool clammy skin, intense thirst; moist skin; heavy sweating; fatigue and weakness; increased heart rate; dizziness and nausea; fainting; heavy breathing (panting)	Remove from heat and rest in a cool place (lying down), drink electrolyte replenishment fluids or water, soak clothing / towels with cool to tepid water and cool the body by placing the wet towels behind the neck, under the armpits, and the groin, and fan vigorously. Severe cases may require medical treatment and medical help should be called immediately
	<b>Heat Stroke</b>	The most serious form of heat stress. Temperature regulation fails and the body temperature rises to critical levels. Immediate action must be taken to cool the body before serious injury and death occur. Competent medical help must be obtained	Red, hot, and unusually dry skin; lack of or reduced perspiration; nausea, dizziness, or confusion; strong and rapid pulse; coma; blurred vision / blackouts	<b><u>Medical help should be summoned immediately.</u></b> Rest in cool area, soak clothing / towels with cool to tepid water and cool the body by placing the wet towels behind the neck, under the armpits, and the groin, and fan vigorously

## ACCLIMITIZATION

Acclimatization is the temporary and gradual physiological change in the body that occurs when the environmentally induced heat load to which the body is accustomed is significantly and suddenly exceeded. Supervisors must be trained to understand the importance of acclimatization and ways to protect employees. Methods to protect employees may include: buddy system, job rotation, increased frequency of breaks, frequent communication, extra water / shade, change work hours, etc. Generally, acclimatization occurs in 2 weeks from exposure of increased temperatures. This is important to new employees or during a heat wave. New employees must closely be watched for symptoms of heat illness during the first 14 days of employment with KDF.

## RESPONDING TO HEAT ILLNESS



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If employee is showing signs of heat related illness it is the duty of the employee, supervisor, or co-worker to immediately report this to an KDF Supervisor. Employees showing signs of heat illness will be moved to nearest shade location and given cool water (if they are able to drink) and be allowed to lie down. The employee is to be observed to determine if First Aid is required or it is a medical emergency.

In the case of a medical emergency (Heat Exhaustion, Heat Stroke), Superintendents, Foreman, Co-workers, are to contact the trailer by radio or cell phone and inform the trailer staff to contact Emergency Medical Services (911). It is the responsibility of the Project Superintendent to ensure that the emergency procedures are activated immediately. Whoever is in contact with EMS will inform them of the emergency and give them the physical location of the injured employee and the jobsite entrance location. The person in contact with EMS is to remain on the line until they reach the injured worker. Someone will meet emergency crews at the gate to ensure the responding unit quickly locates the individual.

The most senior person onsite will be designated and made available to ensure that emergency procedures are invoked when appropriate.

#### EMERGENCY CONTACT NUMBERS

Jobsite phone:

Ambulance/Fire:

Clinic:

Hospital:



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KDF EMERGENCY ACTION PLAN (Example from previous projects)

For: Facility Name: **Buena Vista 11**

Facility Address: **6320 40th Ave.**

**Alta Iowa 51002**

Information: For medical evacuation flights.

Facility: **Latitude and Longitude:**

**Latitude: 42 67'54" North**

**Longitude: 93 38'67" West**

**Elevation 1223 ft.**

Medical Advisor:

Unity Point Clinic

620 Northwestern Dr.

Storm Lake Iowa

Dr. David R. Archer

Phone: 712-732-5030

Fax: 712-732-2538

DATE PREPARED: 7/25/2015



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## EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

DESIGNATED RESPONSIBLE OFFICIAL (Highest Ranking Manager at BV #11 site is Trent Robinson with KDF).

Name: Trent Robinson Phone: (205-332-5600)

Name: William Hicks Phone: (251-209-6846)

Name: Raul Cardenas Phone: (305-310-2373)

EMERGENCY COORDINATOR:

Name: Trent Robinson & William Hicks

AREA MONITORS (If applicable):

Area: Vehicle Decontamination Name: Trent Robinson Phone: (205-332-5600)

Area: Poultry House Decontamination Name: Raul Cardenas Phone: (305-310-2373)

Date 7-25-2015



**KDF Enterprises, LLC**

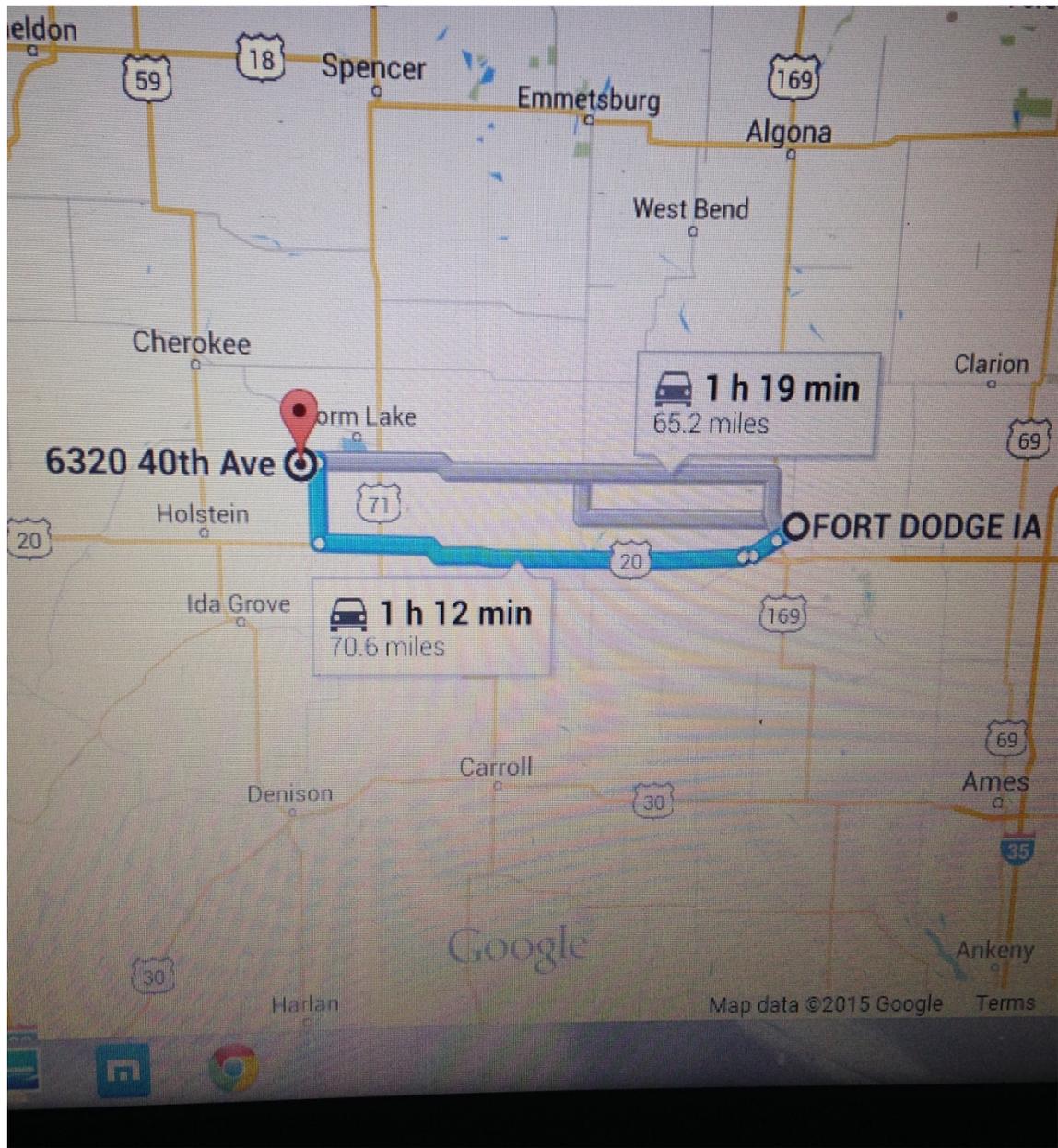
## Buena Vista 11 EVACUATION ROUTES

- Evacuation route maps have been posted in each work area. The following information is marked on evacuation maps:
  1. Emergency Exits: East and West end of every poultry house
  2. Primary and secondary evacuation routes: North or South on 40<sup>th</sup> Ave.
  3. Locations of fire extinguishers: By every door in poultry house
  4. Fire alarm pull stations' location: N/A
  5. Assembly point #1: Across from Poultry Barns near Break Area
  6. Assembly point #2: Up front by Entry Gate
- Site personnel should know at least two evacuation routes.

DIRECTIONS: Take Hwy 20 West to IA 110 turn north to 40th Ave.



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## EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: 911

PARAMEDICS: 911

AMBULANCE: 911

POLICE: 911

USDA: Adam Holloway (502-682-7396)

FEDERAL PROTECTIVE SERVICE: N/A

SECURITY (If applicable):

BUILDING MANAGER (If applicable): N/A



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## UTILITY COMPANY EMERGENCY CONTACTS

(Specify name of the company, phone number and point of contact)

**ELECTRIC:** Alta Municipal Utilities 712-200-1122

**WATER:** Alta Municipal Utilities 712-200-1122

**GAS (if applicable):** MidAmerica Energy 800-595-5325

**TELEPHONE COMPANY:** Alta Municipal Utilities 712-200-1122

Date: **7-25-2015**



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## EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
  
- FIRE
  
- SEVERE WEATHER
  
- BOMB THREAT
  
- CHEMICAL SPILL
  
- STRUCTURE CLIMBING/DESCENDING
  
- EXTENDED POWER LOSS
  
- OTHER (specify)  
(e.g., terrorist attack/hostage taking)



## MEDICAL EMERGENCY

- Call medical emergency phone number (check applicable):

Paramedics  
Ambulance  
Fire Department  
Other

Provide the following information:

- a. Nature of medical emergency,
  - b. Location of the emergency (address, building, room number),  
and
  - c. Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
  - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: William Hicks Phone: 251-209-6846

Name: Raul Cardenas Phone: 305-310-2373

- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:

1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
    2. Clear the air passages using the Heimlich Maneuver in case of choking.
- In case of rendering assistance to personnel exposed to hazardous materials, consult the Safety Data Sheet (SDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.



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Date 7-25-2015

## FIRE EMERGENCY

*When fire is discovered:*

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling 911
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable):

\* Voice Communication  
\* Phone Paging

Radio  
\* Other (specify)

*Fight the fire ONLY if:*

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

*Upon being notified about the fire emergency, occupants must:*

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

*Designated Official, Emergency Coordinator or supervisors must (underline one):*



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- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

*Area/Floor Monitors must:*

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

*Assistants to Physically Challenged should:*

- Assist all physically challenged employees in emergency evacuation.

Date: 7-25-2015

## **EXTENDED POWER LOSS**

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss.
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
  - Toilets



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- Add propylene-glycol to drains to prevent traps from freezing
  
- ✓ Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.
  
- ✓ Upon Restoration of heat and power:

  - ✓ Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
  - ✓ Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

## CHEMICAL SPILL

The following are the locations of:

Spill Containment and Security Equipment: Is on site.

Personal Protective Equipment (PPE): Is on site.

(SDS): Is on site.

*When a Large Chemical Spill has occurred:*

- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.



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- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.

Name of Spill Cleanup Company: KDF

- Evacuate building as necessary

*When a Small Chemical Spill has occurred:*

- Notify the Emergency Coordinator and/or supervisor (select one).
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
- Deal with the spill in accordance with the instructions described in the SDS.
- Small spills must be handled in a safe manner, while wearing the proper PPE.
- Review the general spill cleanup procedures.

Date: 7-25-2015



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**STRUCTURE CLIMBING/DESCENDING EMERGENCIES**

List structures maintained by site personnel (tower, river gauge, etc.):

No.	Structure Type	Location (address,if applicable)	Emergency Response Organization* (if available within 30-minute response time)

Emergency Response Organization(s):

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

(Attach Emergency Response Agreement if available)



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- \* N/A. If no Emergency Response Organization available within 30-minute response time additional personnel trained in rescue operations and equipped with rescue kit must accompany the climber(s).



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## SEVERE WEATHER AND NATURAL DISASTERS

### ***Tornado:***

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

### ***Earthquake:***

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

### ***Flood:***

#### *If indoors:*

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

#### *If outdoors:*

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.



***Hurricane:***

The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch is issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

***Once a hurricane watch has been issued:***

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Moor any boats securely, or move to a safe place if time allows.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and openings.
- Collect drinking water in appropriate containers.

***Once a hurricane warning has been issued:***

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

***During a hurricane:***

- Remain indoors and consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.



**Blizzard:***If indoors:*

- Stay calm and await instructions from the Emergency Coordinator or the designated official. STAY INDOORS

If there is no heat:

Close off unneeded rooms or areas.

Stuff towels or rags in cracks under doors.

Cover windows at night.

Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.

Wear layers of loose-fitting, light-weight, warm clothing, if available.

*If outdoors:*

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
  - Prepare a lean-to, wind break, or snow cave for protection from the wind.
  - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
  - Do not eat snow. It will lower your body temperature. Melt it first.

*If stranded in a car or truck:*

- Stay in the vehicle!
- Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
  - Turn on the dome light at night when running the engine.
  - Tie a colored cloth to your antenna or door.
  - Raise the hood after the snow stops falling.
- Exercise to keep blood circulating and to keep warm



# CRITICAL OPERATIONS

During some emergency situations, it will be necessary for some specially assigned personnel to remain at the work areas to perform critical operations.

Assignments:

Work Area: Buena Vista 11

Description of Assignment: DECONTAMINATION FOR POULTRY

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Personnel involved in critical operations may remain on the site upon the permission of the designated site official or Emergency Coordinator.

In case emergency situation will not permit any of the personnel to remain at the facility, the designated official or other assigned personnel shall notify the appropriate corporate offices to initiate backups.



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## TRAINING

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

Trent Robinson, and Raul Cardenas

Facility: Buena Vista 11

COMPANY NAME: KDF

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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# KDF Hazard Communication Program

## GENERAL INFORMATION

In order to comply with the Occupational Safety and Health Standard, 1910.1200/1926.59, Hazard Communication, the following written Hazard Communication Program has been established for KDF Forestry Inc.

All division and sections of the company are included within this program. The written program will be available in the First Aid Tent for review by any interested employee.

KDF Forestry Inc. will meet the requirements of this rule as follows:

### I. CONTAINER LABELING/ CHEMICAL LABELLING

The Project Manager: Troy Davis will verify that all containers received for use will:

- Be clearly labeled as to the contents
- Note the appropriate hazard warning
- List the name and address of the manufacturer/importer or responsible party

It is the policy of this company that no container will be released for use until the above data is verified.

The supervisor, Trent Robinson, in section Buena Vista 11 will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with the "central stores" generic labels which have a block for identity and blocks for the hazard warning. For help with labeling, please see our safety/health officer or

Superintendent Trent Robinson





**KDF Enterprises, LLC**

# KDF Hazard Communication Program

## II. SAFETY DATA SHEETS (SDS)

Copies of SDS Sheets for all hazardous chemicals to which employees of this company may be exposed, will be kept in First Aid Tent and/or Tool Truck

SDS Sheets will be available to all employees in their work area for review during each work shift. If SDS Sheets are not available, or new chemicals in use do not have SDS Sheets, please contact William Hicks immediately.

William Hicks will obtain and maintain SDS Sheets for the job to be used on the site. MSDS Sheets are to be kept assembled in a binder and kept in office at job site Buena Vista 11

## III. EMPLOYEE TRAINING AND INFORMATION

Prior to starting work each new employee of KDF Forestry Inc. will attend a Health and Safety Orientation and will receive information and training on the following:

- An overview of the requirements contained in the Hazard Communication Standard.
- Chemicals present in their workplace operations.
- Location and availability of our Written Hazard Program.
- Physical and health effects of the hazardous chemicals.
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.
- How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.
- Advancements that the company has taken to lessen or prevent exposure to these chemicals.
- Emergency safety procedures to follow if they are exposed to these chemicals.
- How to read labels and review MSDS Sheets to obtain appropriate hazard information.



# KDF Hazard Communication Program

After attending the training class, each employee will sign a form to verify that he attended the training, received written materials, and understood this company's policies on Hazard Communication. (Optional item which OSHA recommends for the employer to track the employee training).

Prior to a new hazardous chemical being introduced into any section of this company, each employee of that section will be given information as outlined above.

William Hicks is responsible for ensuring that MSDS Sheets on the new chemicals are available.

William Hicks is responsible for conducting the training for employees prior to beginning work.

Format used to train employees is (audiovisual, lecture/instructions, pamphlet, etc.).

## ***IV. LIST OF HAZARDOUS CHEMICALS/ CHEMICAL INVENTORY***

The following is a list of all known Hazardous Chemicals used by employees of KDF Forestry Inc.

Further information on each noted chemical can be obtained by reviewing the Material Data Sheets located in **First Aid Tent** \_\_\_\_\_ and/or **Tool Truck** \_\_\_\_



# KDF Hazard Communication Program

HAZARDOUS CHEMICALS

LOCATION OF POSSIBLE EXPOSURE

Bleach	DECON Station
Lysol Disinfectant	DECON Station
Hot Shot Flying Insect Repellant	Site Wide
Permethrin Insect Spray	Site Wide
Vernon's Disinfectant and Virucide	DECON Station
Other seldom used products SDS's can be found in SDS Book	

This list will be kept in Tool Truck/First Aid Tent. This will be the central location on the job site .

(NOTE: The Hazard Communication Standard only requires a list of all hazardous chemicals; however, it is felt that identifying the location and possibly the process will aid the employer in carrying out the full program).



KDF Enterprises, LLC

# KDF Hazard Communication Program

## V. HAZARDOUS NON-ROUTINE TASKS

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by their section supervisor about hazardous chemicals to which they may be exposed during such activity.

This information will include:

- Specific chemical hazards
- Protective/safety measures the employee can take
- Measures that the company has taken to lessen the hazards including ventilation, respirators,
- Presence of another employee, and emergency procedures.

Examples of non-routine tasks performed by employees of this company:

### TASKS

All job task will be considered routine.

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### HAZARDOUS CHEMICAL

All chemicals found on site are represented in SDS Book.

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# KDF Hazard Communication Program

## VII. *INFORMING CONTRACTORS*

It is the responsibility of \_\_\_\_\_ to provide contractor and/ or owner the following information : **KDF Forestry Inc.**

- Hazardous chemicals to which they may be exposed while on the job site.
- Precautions the employees may take to lessen the possibility of exposure by usage of appropriate protective measures.
- Where the MSDS book is located.
- Where the list of chemicals is located.





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## Health and Safety Manual

### **Safety Policy Statement**

#### **PURPOSE**

The purpose of this Policy Statement is to formally communicate KDF's corporate position relative to occupational safety, health and regulatory compliance.

#### **SCOPE**

This Corporate Safety, Health and Regulatory Compliance Policy statement applies to all divisions, subsidiaries, joint ventures and companies of KDF.

#### **POLICY**

It is the policy of KDF to provide a safe and healthy place of employment, free of recognizable hazards, for all of its employees and for the public in each of this corporation's operations, and to voluntarily abide by all safety regulations as they pertain to our industry. Safety and health will always take precedence over more expedient unsafe operations. Every attempt will be made to provide equipment and create conditions that will make for a safe and healthy work place. We will provide safety and health education and training to each of our employees, all of whom are expected to read and



**KDF Enterprises, LLC**

understand the Rules of Safety that are provided on each job site. Any employee who willfully disregards known safety and health practices will be subjected to strong disciplinary action. In the case of subcontractors, they will be required to abide by the provisions of this policy. **At KDF, we make safety a condition of employment.**

### **OUR VALUES AS A COMPANY**

While there are many definitions of the word profit, within KDF, we try to define profit as "a return gained for both the corporation and our employees for serving our customers well" and as such, we will always strive to ensure that:

1. The safety of our people is more important than profits.
2. Regulatory compliance and environmental protection are more important than profits.
3. The reputation of our Company is more important than profits.
4. Quality service and a satisfied customer are more important than profits.
5. We will only bid work where we can do safe, regulatory compliant and quality work at a reasonable profit for our Company.
6. We must thoroughly plan our projects, estimates, procedures and programs.
7. We must have top quality people in our Company.
8. We must treat our employees with respect and dignity.
9. We must always be truthful and ethical in all our discussions and dealings.

Each member of management must have goals and values in mind when managing a unit, regardless of the size and complexity of the unit. But in our operations, we must always be mindful of these points in order to assure the success of our Company. The end does not justify the means in any situation. We want to win, but not at all costs.

### **KDF MISSION STATEMENT**



**KDF Enterprises, LLC**

We will provide our customers with the highest standards of ethics, performance and professionalism.

### **Our Commitment**

Safety will always be an integral part of the KDF culture. Our actions will enhance the safety of our people as well as protect the interests of our customers. We will always be sensitive to public health and the environment by maintaining a steadfast commitment to environmental compliance.

### **Our People**

Our people are our greatest asset. We will provide a challenging yet rewarding work environment that recognizes innovation, integrity and team building.

### **Our Performance**

We will strive to perform at a level that consistently enhances shareholder value and investor confidence.

### **AUTHORITY**

At KDF, top management is constantly seeking new and more effective methods to reduce safety losses, and thus provide a safer and healthier place for all employees to work.



**KDF Enterprises, LLC**

## **KDF HEALTH AND SAFETY POLICY**

KDF Employees are our most important asset and their wellbeing our greatest responsibility. The health and safety of every employee must be a primary consideration in every KDF business decision and plan.

Accidents can and will be prevented. A good safety record is evidence of effective managerial performance. The objectives of our zero accident health and safety program are both humanitarian and economic. Effective programs protect our personnel and conserve our corporate assets. It will be our policy to continue to do everything reasonable to protect our employees, our property, our customers, stockholders and the public from the results of accidents.

First, we will provide a safe work environment. This includes a safe work place, equipment and materials.



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Second, we will comply with accepted safe work practices and all health and safety regulations, codes and rules. To do this, we must establish work rules and procedures to assure safe operations and then we must insist that everyone follow these rules and procedures.

Third, we will provide adequate training for everyone in our organization to help them do their job safely and teach them that they have a duty and responsibility to protect themselves, their fellow workers and the public.

Everyone in this organization is expected to actively support and participate in the health and safety program and accept the premise that "Accidents Can Be Prevented."

## **Violation and Disciplinary Action**

### **PURPOSE**

The purpose of the violation and disciplinary action policy is to support the enforcement of good safety performance and to eliminate repeated or continuing safety violations by the use of appropriate disciplinary measures.



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## **SCOPE**

This section applies to all KDF operating units.

## **POLICY**

Appropriate disciplinary measures will be prepared as a management tool to foster compliance of personnel to the KDF safety program and those portions of the safety and health standards of such local, state, and federal regulatory agencies as are applicable.

## **GENERAL**

Each employee who reports for work at a KDF operating company will be given a safety orientation as a part of the general hiring practices. During this orientation, the company's positive attitude toward safety will be stressed and the employee will be advised that at KDF, safety is a condition of employment. The KDF safety program will be explained and safety responsibilities will be clearly defined.

Each supervisor will be responsible for coordinating work with all other supervisors in the work area to ensure that all work can be accomplished safely.

## **RESPONSIBILITY**

The project manager, the project superintendents, and/or project foremen are responsible for enforcement of this disciplinary action program.

Each employee of KDF is individually responsible for complying with each of the provisions of the Corporate Safety Manual, in addition to those safety instructions issued by the employee's supervisor, either verbally or in writing.

## **WORK PRACTICES**

A site specific Work Practices form must be completed by a project supervisor for each employee hired to work on that specific job site. In addition to designating the specific job site, the Work Practices form outlines the following items:

1. Work Practices required of the employee;



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2. Cause For Disciplinary Action and/or Termination;
3. Cause For Immediate Suspension and/or Termination; and
4. Reimbursements to Company

This Work Practices form must be read and understood by each employee at the time of the safety orientation. Each employee will then be required to sign the form signifying his or her understanding of the conditions of employment.

## **SAFETY VIOLATION**

The following constitutes a safety violation:

- Failure to follow a verbal or written instruction pertaining to the employees position within the Company;
- Violating one or more of the Safety Rules and Regulations
- Violating local, state or federal regulations pertaining to the work being performed on the project: and
- Failure to comply with any of the safety procedures set forth within the KDF Corporate Safety Manual.

## **SPECIFIC REQUIREMENTS**

The following steps will be administered in a fair and non-discriminatory manner.

All disciplinary actions will be documented and included in the employee's personnel file.

Each supervisor is responsible for ensuring that each and every employee reporting to him is given appropriate and specific safety instructions and that these instructions are clearly understood by the employee. Whenever language differences become a problem, it will be the responsibility of the supervisor to obtain the necessary measures (such as an interpreter) to overcome the employees inability to understand the instructions.

A violation of the OSHA Standards for the Construction Industry or the KDF Corporate Safety Manual, will be promptly corrected. The violation should be documented by the supervisor with copies issued to the employee, an appropriate Union representative (where applicable), and the employee's personnel file.



Individual safety rule violations will be assessed on their own merit, with appropriate consideration given to the seriousness of the violation, the effect the results of the violation may have had on other workers, the employee's prior work record, and any previous safety violations. Any disciplinary action to be taken will be coordinated by the operating unit's senior field management personnel after discussing the situation with Corporate Human Resources.

### **SAFETY COMMITMENT**

When safety inspections by members of the KDF safety department disclose violations, which indicate an overall lack of commitment to the Company's safety goals, by either workers or supervisors, responsible members of management will be held to the same level of disciplinary action

### **IMMEDIATE SUSPENSION**

There are some situations where the safety violation is so serious that modifications or total disregard of the steps of progressive discipline is warranted. In these situations, the employee may be suspended, without pay, or terminated at the discretion of the project superintendent. It is suggested however, that in cases of this type, the employee be suspended, without pay, pending the outcome of a full investigation of the incident and the employee's previous safety history.

When this method is followed, the results of the investigation should determine the severity of the discipline to be administered. In the event the investigation should determine the employee is entirely without fault in the matter in question, the employee will be reinstated his or her pay for the period of the suspension will be reimbursed.



# Alcohol and Drug Free Workplace

## PURPOSE

The purpose of the Alcohol and Drug free Workplace policy is to provide the framework from which this Corporation can effectively and legally engage in a total Alcohol and Drug Free Workplace.

## SCOPE

This Alcohol and Drug Free Workplace policy applies to all KDF Operating Units. It does not apply to those work locations in which a federally mandated or client required alcohol and/or drug program is specifically dictated. For example, those workers covered by the Department of Transportation's Federal Highway Administration are required to comply with the alcohol and drug program.

## POLICY

To initiate and maintain an alcohol and drug free workplace and to comply with federal regulations governing substance abuse.

## GENERAL

KDF recognizes that substance abuse in the workplace is a major concern. It affects not only job performance and the work environment but also undermines the public's confidence in the Company and the safety of its operations. KDF believes that by identifying substance abuse, the safety, health, and general well-being of employees at all levels of employment will improve. To further this belief, KDF has instituted this Alcohol and Drug Free Workplace Policy. The purpose of this Policy is to initiate and maintain an alcohol and drug free workplace and to comply with federal regulations governing substance abuse.

KDF will notify each employee of its commitment to an alcohol and drug free workplace. To comply with this Policy, KDF will: (a) establish an ongoing program to ensure an alcohol and drug free workplace; (b) maintain an effective, safe and healthy workplace for all employees and those others exposed to the worksite, including the general public; (c) safeguard the property and operations of the Company and its customers; and (d) provide direction for alcohol and drug abuse assistance.

## PROGRAM IMPLEMENTATION

KDF will take the following steps to implement the program:

- Inform its employees of the hazards of using alcohol and illegal substances;

- Screen its employees for the bodily presence of alcohol and illegal substances consistent with federal and state laws.
- Not employ substance abusers consistent with federal and state laws and company policy.
- Remove substance abusers from KDF's workplace; and where possible, assist employees with substance abuse problems in their rehabilitation efforts.

#### **DEFINITIONS (For this Section)**

**Company** - The Company, as the term is used in this Program, includes KDF, its Operating Units, subsidiaries and affiliated companies.

**Company Vehicle** – Any vehicle leased or owned by the company, including rental autos or trucks

**Alcohol** – Any liquid intended for human consumption that contains ethyl (ethanol), methyl or isopropyl alcohol.

**Legal Drugs** – Prescribed drugs and over-the-counter drugs which have been (under U.S. law) legally obtained and are being used for their intended purpose, or as prescribed and manufactured.

**Illegal Drugs** – Any drug which is prohibited by law (e.g., cocaine, marijuana, etc.), any drug which is legally obtainable but which has not been legally obtained, and any prescribed drug which is not being used as prescribed or used by the person named in the prescription.

**Controlled Substance** – Any substance as defined in the Schedules of Controlled Substances 21 CFR Part 1308.

**Unfit for Duty** – For the purpose of this Program, "unfit for duty" shall mean an employee who is adversely affected by alcohol, drugs or any combination of alcohol and drugs, in an observable manner. The symptoms are not confined to misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty maintaining balance. A professional opinion or a scientifically valid test may establish a determination of influence. "Unfit for Duty" is defined as having a blood alcohol level at or greater than 0.02%.

**Medical Review Officer** – The Medical Review Officer (MRO) is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illegal drugs. The role of the MRO is to review and interpret test results obtained through the Company's drug testing program. The MRO will consult with the employee to assess and determine whether alternate medical explanations, such as the use of prescribed medications, could account for the positive laboratory test

results. The MRO acts as a vital screen to assure that management is not notified of a positive result on a drug test until the MRO is satisfied that it resulted from illegal drug use.

## **ALCOHOL AND DRUG FREE WORKPLACE PROGRAM**

### **Position on Substance Abuse**

The Company has established the following positions with regard to alcohol or drugs:

**Alcohol** – It is prohibited for any employee to be "Under The Influence" of alcohol while performing Company business, while on a Company job site, or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company. "Under The Influence" is defined as having a blood alcohol level at or greater than 0.04%. Use of alcohol or possession of an open container of alcohol while on a Company job site or in a Company facility or Company vehicle is prohibited.

**Legal Drugs** – Any employee utilizing a prescribed medical treatment involving a legal drug or substance, which may alter the employee's physical or mental ability to perform the job, must report this treatment to his/her supervisor. A medical evaluation may then be required to determine fitness for duty. The physician and the supervisor will discuss whether a temporary or permanent change in the employee's job assignment is warranted. If such use of legal drugs adversely affects fitness for duty, the employee will be relieved of his/her job duties or re-assigned.

Individuals taking prescribed medication shall indicate taking this medication on the collection form at the time of the drug test.

**Illegal Drugs** – The manufacture, distribution, dispensation, possession, use, sale or being under the influence of an illegal drug by any employee while performing Company business, while on a Company job site or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company is prohibited. Illegal substance concentrations in excess of the cut-off levels are considered to be "Under the Influence."

### **Employee Awareness**

In its efforts to develop employee awareness of the hazards of substance abuse, the Company will provide employee awareness components which may, for example, utilize videotapes, toolbox talks, alcohol and drug awareness days, and distribution of written materials. Information contained within these components will be made available to employees.

## **SUBSTANCE SCREENING**

The Company reserves the right to require employees to undergo alcohol or drug screening as described in this Program.

The Company will utilize a Department of Health and Human Services (DHHS) accredited laboratory, which is able to assure that appropriate methods will be used. Laboratory procedures will follow the context of a quality assurance program. Adequately trained personnel will be used in the analysis and interpretation of the results. When selecting a laboratory, the Company will consider equipment, personnel, quality assurance, standardized procedures, quality control, and certification.

### **Collection of Specimens**

The collection of urinary specimens from the employee (donor) will be accomplished to assure each donor that personal dignity and privacy will be respected. Trained medical personnel will collect both urinary drug and breathe alcohol specimens. The donor will be present until the container is sealed and the donor writes his/her initials across the seal. The chain of custody will be documented thereafter.

### **Test Results**

If the results of the initial screening exceed the specific cut-off levels, a confirmation test will automatically be conducted by Gas Chromatograph Mass Spectrometry (GCMS) to confirm the initial results. If this confirmation test is negative, then the results will be reported as negative and entered into the donor's file.

However, if the confirmation test exceeds the prescribed limits and the result is positive, the Medical Review Officer will contact the donor to evaluate potential interference with the test protocol. If none are identified, the results will be reported as positive. Test results will be handled in a confidential manner and available only to those individuals who need to know the results to administer or apply this policy and program.

With the exception of those employees who are required to be screened under U.S. Department of

Transportation (DOT) regulations, or other regulatory requirements, the panel of drugs for which these tests are conducted will include, but will not necessarily be limited to, the following: amphetamines; barbiturates; benzodiazepines; cannabinoids; opiates; phencyclidines; and cocaine.

#### Action Levels for Positive Results

The action levels for positive test results for controlled substances will be the metabolic levels accepted by consensus of the scientific community.

### **EMPLOYEE ASSISTANCE PROGRAM**

The Company maintains a broad-based Employee Assistance Program (EAP) designed to help employees who suffer from alcohol or drug abuse. The employee may use the EAP through a Self-Referral, or through an Employee Referral.

### **IDENTIFICATION OF SUBSTANCE ABUSERS**

The following screening (testing) procedures are used to detect the abuse of alcohol and controlled substances. Compliance with this Program is a condition of employment.

KDF is free to utilize some or all of the following components to assure an alcohol and drug-free workplace.

#### **Pre-Employment Testing**

Pre-employment testing may be utilized in selected locations. When used, it is a condition of employment. An offer for employment will not be tendered if the test is positive or if the applicant does not submit to testing.

When required, pre-employment testing can be tailored to the specific requirements of either the customer or the project.

#### **Random Testing**

Random testing of employees may be conducted at any time during their employment with KDF. Since random selection will be conducted by the MRO, employees may be selected for random testing more than once. Random selection of employees will normally be conducted on a quarterly basis.

When required, the frequency of random selection for testing can be tailored to the specific requirements of either the customer or the project.

### **Post-Accident Testing**

Post-accident testing is used to assist in determining the true cause of recordable accidents or injuries. Post-accident testing must be performed immediately following an accident involving any type of injury requiring off-site medical treatment. Testing must be performed for all workers who are involved in the incident.

### **Reasonable Cause Testing**

Reasonable Cause Testing can be utilized when supervision, with the concurrence of the Company's Benefits Coordinator, determines that an employee's conduct sustains a reasonable suspicion that the employee is impaired by drugs or alcohol.

### **Customer or Regulatory Agency Required Testing**

Customer or Regulatory Agency required testing will be conducted as required by the customer or regulatory authority. If an employee tests positive in a client test, he or she shall be removed from the client's premises and may be tested for cause under the KDF program.

### **RANDOM TESTING**

Random substance abuse testing is applicable to employees only. Random testing is a method of randomly selecting a fixed percentage of the entire work force to be screened on a quarterly basis. The random computer generated selection process will be conducted by the MRO from a list of eligible names furnished by the Operating Unit's Program Administrator on a monthly basis.

### **Informed at Time of Hiring**

All employee applicants must be informed at the time of application and hiring, that KDF conducts random substance testing.

## **Reporting Results**

The MRO will report the positive or negative test results to the appropriate Operating Unit's Program Administrator. A quarterly summary of the names of personnel testing both positive and negative will be sent to the Company's Benefits Coordinator for follow-up.

## **REASONABLE CAUSE TESTING**

An employee may be screened for alcohol or drug abuse for reasonable cause only when the Company has determined that reasonable cause for screening exists. Justification must be performance oriented and determined by a supervisor's direct and documented observation of the employee.

## **Abnormal Performance**

If a supervisor observes that an employee's performance abnormally varies from performance standards, or that the employee's on-the-job conduct endangers the employee or others, the supervisor may require the employee to undergo screening. However, before the screening can be accomplished, the supervisor must document the observation in writing, personally consult with the employee and review the observation and evidence with the designated authority. The responsibility for the decision to screen the individual will, however remain with the supervisor.

## **POST-INJURY AND ACCIDENT TESTING**

The Company has resolved that all persons who are involved in any way in an accident or incident involving any type of off-site medical treatment, will be immediately tested for substance abuse to determine if any of the individuals involved were impaired by drugs or alcohol at the time of the accident or incident.

## **Time Limit for Post-Injury and Accident Testing**

In cases involving post-accident screening, the screening must be performed as soon as possible following the accident, but in no case will it be conducted after thirty-two (32) hours have exceeded the time of the accident.

## **Seriously Injured Employee**

If the employee is seriously injured and sent directly to a health care provider, the health care provider that normally obtains the samples should be requested to obtain the sample.

## **Who Should be Tested?**

In addition to the injured worker, all individuals who were in any way involved in the incident must also be screened. This is to help determine if someone other than the injured worker contributed to the accident.

## **Under the Influence**

The MRO must be requested to make the statement, based upon the results of the screening, that the employee either was or was not Under the Influence of the substance at the time of the testing. Just using the word "Positive" to identify the employee's condition will not be sufficient.

## **TESTING UPON RE-HIRE**

An employee, whose employment with the Company is interrupted for other than disciplinary reasons, will not be required to undergo additional pre-employment substance testing as long as the employee's re-hire with the Company occurs within the twelve (12) month period following the employee's last substance test under the KDF program.

## **CUSTOMER AND REGULATORY REQUIREMENTS**

When necessary, KDF will supplement its Alcohol and Drug Testing Program to meet testing required by regulatory, contract or customer requirements for access to a facility, site, or operation.

## **DOT Testing**

DOT Testing is required by the Federal Department of Transportation for drivers of vehicles governed by DOT regulations.

## **DISCIPLINARY ACTION**

The Company reserves the right and authority to initiate the following disciplinary actions with reference to any employee found to have violated this Alcohol and Drug Free Workplace Program:

- Terminate the employee based the MRO's determination of a positive test for alcohol or illegal drug use.
- If the employee's alcohol or drug test is confirmed positive, the employee will be immediately discharged from employment unless State Law specifically prohibits this. In situations of this type, each case will be handled on a case-by-case basis;
- Refusal to produce a timely sample will result in discharge; and
- Refusal to sign the Acknowledgement of Substance Abuse Testing form.
- The employee may be eligible for rehire after a period of 12 months following termination provided that:
  1. Evidence, acceptable to the company, of the successful completion of an approved substance abuse rehabilitation program; and
  2. The employee successfully passes each subsequent alcohol and/or drug test; and
  3. The employee continues to maintain contact with the EAP and participates in the follow-up maintenance program as recommended by the rehabilitation facility; and
  4. The employee agrees to be subject to unannounced substance abuse tests from time to time for a period of three (3) years following completion of the rehabilitation program; and
  5. There is no evidence the employee has been tampering with any of the required tests.

### **Suspension Without Pay**

In the event the MRO has made a specific effort to contact an employee for any reason, and it becomes apparent the employee is not returning the effort by contacting the MRO, then the employee will be immediately suspended without pay until such time as a successful contact is made with the MRO. After contact with the employee, the MRO has obtained sufficient information to make a final decision and that decision is that the employee's test results are positive; the employee will be immediately discharged.

If however, the MRO's final decision is that the test results are negative, and the employee has a good excuse for not contacting the MRO, then the employee will be immediately reinstated and the suspended wages will be reimbursed.

### **Responsibility of the Program Administrator**

Each Operating Unit, including Corporate will select and appoint a Program Administrator who will have responsibility for the day-to-day administration of the Unit's Alcohol and Drug Free Workplace Program.

Additionally, the Program Administrator will:

- Send the MRO monthly updates of the Operating Unit's employees who are eligible for random selection;
- Receive the list of the Operating Unit's positive and negative test results from the MRO;
- Establish the Operating Unit's list of medical providers who are available to obtain samples; and
- Ensure that adequate "supplies", are maintained at the Operating Unit or with the medical provider.

### **Responsibility of Each Employee**

It is a condition of employment that all employees abide by the terms of the Company's Alcohol and Drug Free Workplace Program. In the event of any conviction for a criminal drug violation occurring on a Company job site, in a Company facility, or while in or operating a Company vehicle, the employee must notify the Company's Benefits Coordinator within five (5) days of the date of the conviction.

### **RECORDS RETENTION**

The Operating Unit will retain all Alcohol and Drug Free Workplace Program records in the individual employee's Medical Records file for a minimum period of two (2) years.

## **KDF's ALCOHOL AND DRUG FREE WORKPLACE POLICY**

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of alcohol or any other drug on the job poses serious safety and health risks not only to the user, but to all those who work with or come in contact with the user (i.e. fellow employees, customers, the general public). The manufacture, distribution, dispensation, possession, use or sale of an illegal drug or alcohol in the workplace or during the work day, also poses unacceptable risks for safe, healthful and efficient operations.

Accordingly, it is the right and intent of the Company to maintain a working environment that is free of substance abuse. For this reason, the Company has established a policy for pre-employment, random, DOT required, reasonable cause, or customer required screening procedures designed to prevent the hiring and employment of individuals who use illegal drugs or individuals whose legal use of alcohol or other drugs indicates a potential for impaired or unsafe job performance.

### **I. Alcohol**

It is prohibited for any employee to be under the influence of alcohol while performing Company business, while on a Company job site or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company.

Possession of alcohol while in or operating a Company vehicle is prohibited.

Use of alcohol or possession of an open container of alcohol while on a Company job site or in a Company facility is prohibited except for special occasions approved by the manager of the facility.

## II. Legal Drugs

Prescribed and/or over-the-counter drugs may affect behavior and performance. Employees are required to notify their supervisor that they are taking such drugs for medical reasons, and medical evaluation may be required. During any period that such use of drugs adversely affects job performance, the employee will be relieved of his/her job duties or re-assigned by the Company.

## III. Illegal Drugs

The manufacture, distribution, dispensation, possession, use, sale or being under the influence of an illegal drug by any employee while performing Company business, while on a Company job site or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company is prohibited.

## IV. Employee Responsibility

It is a condition of employment that all employees abide by the terms of the Alcohol and Drug Free Workplace Policy. In the event of any conviction for a criminal drug violation occurring on a Company job site, in a Company facility, or while in or operating a Company owned or leased vehicle, the employee must notify the Company's Benefits Coordinator within five (5) days of the date of the conviction.

## V. Disciplinary Action

Violation of this Policy or refusal to comply with a request to be screened will result in discharge from employment

### *Employee Assistance Program*

The Company recognizes that chemical dependency is a disease and should be regarded as a disease with no stigma attached. The Company maintains an Employee Assistance Program (EAP) which provides help to employees who suffer from alcohol or other drug dependency. Contact a representative of the EAP for confidential assistance BEFORE your use/abuse of alcohol or other drugs leads to disciplinary action! Contacting the EAP for help will not jeopardize your job.

## **ACKNOWLEDGEMENT OF SUBSTANCE ABUSE TESTING**

I, \_\_\_\_\_, hereby acknowledge and agree: (a) that I have received a copy of KDF's Alcohol and Drug Free Workplace Policy; (b) that I have read the Policy and fully understand the implications of the Policy with regard to its affecting my employment or continued employment with KDF; and (c) that I will fully comply with said Policy during the term of my employment with KDF, its subsidiaries, divisions or affiliates.

I also understand that as a part of this program, I may be tested for chemical substance abuse. If required to be tested, I hereby consent to such testing, and whenever the testing is performed at the request of, or in conjunction with, the Alcohol and Drug Abuse Program of an KDF Customer, I authorize the medical provider to release the results of this testing to such Customer, the DHHS accredited Laboratory being used by KDF, the licensed physician (MRO) under contract to KDF, and to release the Customer, the Clinical Laboratory involved, The KDF Companies, Inc., and its MRO from any liability they

might otherwise have for conducting such testing, test results, or making employment decisions based upon the results of such testing.

I further understand and acknowledge that my employment with KDF is contingent upon my ability to successfully pass drug screening tests, and should this screening produce a confirmed and verified positive test result, or should I refuse to take this drug screening test, I will be immediately discharged from the Company.

Employee Assistance Programs (EAP) which are provided to help employees who suffer from alcohol or drug dependency, will only be extended to those employees who contact an EAP representative for confidential assistance BEFORE alcohol or drug use leads to disciplinary action.

ACKNOWLEDGED AND AGREED TO: \_\_\_\_\_  
(Employee Signature)

DATE OF SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Employee's printed name)

\_\_\_\_\_  
(Supervisor's signature)

This Acknowledgment will be maintained in the employee's personnel file.

## **SUBSTANCE ABUSE PANEL AND DETECTION LEVELS**

### **Substance Abuse Panel - 10 Panel**

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#### **Detection Levels**

Initial test cutoff levels (ng/ml)	Confirmatory test cutoff levels (ng/ml) (GCMS)	Panel
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1000	500 500	Amphetamines Methamphetamine
300	200	Barbiturates
300	200	Benzodiazepines <sup>1</sup>
300	150	Cocaine Metabolites <sup>2</sup>
50	15	Marijuana Metabolites <sup>3</sup>
300	200	Methadone
300	200	Methaqualone
2000	2000 2000 2000 10	Opiates Morphine Codeine 6-Acetylmorphine <sup>4</sup>
25	25	Phencyclidine
300	200	Propoxyphene

Panels may be tailored to meet the requirements of the customer, and therefore may be subject to change. Test cutoff levels are measured in nanograms per milliliter (ng/ml).

These cutoff levels are subject to change by KDF and the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

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<sup>1</sup> Specimen must also contain amphetamine at a concentration greater than or equal to 200 µg/ml. <sup>2</sup> Benzoylcegonine. <sup>3</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid. <sup>4</sup> Test for 6-AM when morphine concentration exceeds 2,000 ng/ml.

## **Incident Reporting**

### **PURPOSE**

To describe the procedures for informing management of incidents, to assure timely access to company resources, to help resolve incidents and to identify federal and state requirements for reporting and recording occupational accidents, injuries and illnesses.

To provide Worker's Compensation Insurance Claims Service requirements for reporting occupational accident, injury or illness claims.

To address procedures for processing occupational accident, injury and illness claims and to establish a method whereby each Operating Units accident costs can be charged directly against the profit of the Operating Unit involved.

## **SCOPE**

This section applies to all KDF operating units.

## **POLICY**

All incidents having either an immediate or potential effect on the safety and well-being of the Company, its employees and visitors, will be reported and recorded within the time frame allocated. Incidents, which are required to be reported, include, but are not necessarily limited to, the following: Accidents, injuries, spills, fires, vehicle accidents and inspections by regulatory agencies.

It is KDF's policy to voluntarily comply with all employee and visitor accident, injury and illness reporting requirements established by OSHA, State worker's Compensation Agencies, and KDF's Worker's Compensation Insurance Claims Service.

DEFINITIONS: (For this Section)

**Incident** – an unplanned event resulting in personal injury, occupational illness, property damage, vehicle or equipment accident, loss of assets, fire or explosion, spill or release, or adverse publicity.

**Spill** – every unplanned escape of material solid or liquid, from its primary container, vessel, tank, etc., regardless of quantity. Routine or intentional leakage to a drip pan or sump is not considered to be a spill.

**Release** – any unplanned escape of a vapor, aerosol or gas from its primary container.

**RQ Spill or Release** – a spill or release of sufficient quantity of material to exceed the reportable quantity amounts noted in the Department of Transportation Regulations.

**Inspection** – any inspection or contact by a representative of a regulatory agency, a public safety department or agent of the customer.

## **INCIDENT REPORTING REQUIREMENTS**

All incidents must be reported as outlined in this section. The reporting scheme follows the organization structure. If you are unable to contact the next person in the organization, do not hesitate to report up.

## **Reporting Sequence**

All incidents are to be reported by our personnel to their supervision immediately.

In the case of Class I incidents notifications are to be made within 24 hours. These include:

- Accident or injury requiring off site medical care but not OSHA recordable;
- Motor vehicle or equipment accident - No injuries, no third parties, and damage less than \$500;
- Fires or explosion with no injuries and damage less than \$500; and
- First aid Injury, no medical attention.

The requirement for telephone notifications for first aid injuries not requiring any off site medical care may be waived by the Company President or the Operating Unit Manager providing the incident has no potential for future complications and first aid log entry of the minor incident is assured. In the case of Class II incidents, notifications are to be made within eight hours. These include:

- OSHA Recordable injury or illness;
- Motor vehicle or equipment accident with injuries, or third party, or damage exceeding \$500;
- Spill or release less than reporting quantity;
- Fire or explosion with injuries or damage over \$500;
- Minor spill or release of hazardous substance below reporting quantity; and
- Incident involving media attention.

In the case of Class III incidents, notifications are to be made immediately. These include:

- Hospitalization or death of employee, subcontractor, or potentially job related third party;
- Spill or release of hazardous substance resulting in evacuations or exceeding reporting quantity;
- Job shutdown due to emergency or regulatory action;
- Regulatory agency visit to job site; and
- Response guidance needed (PR, Legal, and Technical.)

In all cases initial notifications are to be made as promptly as is practical within the time frames noted.

## **DOCUMENTATION**

The KDF Supervisor's Incident Report form must be completed in hard copy for all incidents, and copies forwarded immediately to the designated authority. The Corporate Claims Administrator will complete all state required First Reports of Injury, file them with our workers' compensation claims administrator, and copy them and all related documentation to the respective personnel.

### **SUPERVISOR'S INCIDENT REPORT**

A copy of the supervisor's Incident Report form must be completed to report each and every incident.

Provide complete information in all the spaces provided. Do not leave any spaces blank. If not applicable, indicate this with N/A in the space allocated. Do not use nicknames when entering the employee's name. Provide the facts associated with the incident but do not make assumptions. Record what is known or observed. Be complete and concise in your description of the incident and the employee activity.

### **EMPLOYER'S FIRST REPORT OF INJURY**

Each state within the United States has either developed its own employer's First Report of Injury form or has indicated a willingness to accept a suitable substitute. Generally, where a state does not have its own form, the acceptable substitute is that form used by the employer's Workers' Compensation Insurance Claims Service.

### **OSHA 300 LOG**

The OSHA 300 Log is required by the Occupational Safety and Health Administration as a method of recording certain occupational injuries and all occupational illnesses. OSHA has established a criterion for what are recordable injuries and illness. Only those injuries or illnesses that fall within their definitions must be recorded on the OSHA log.

#### **Completing the OSHA 300 Log**

Immediately upon mobilization at the job site, the upper portion of the OSHA 300 Log should be filled in with the required information. Completion of this portion of the Log makes the Log immediately current. At the completion of each page of the Log, the totals line at the bottom of the Log should be completed also. These totals should be carried over to the next page of the Log. A recordable injury or illness must be entered on the OSHA 300 Log within six (6) working days of a supervisor becoming aware of the injury or illness.

The OSHA 300 Log should be maintained on the job site if the job site is fixed and has office facilities. If, however, the job site varies from day to day, then the form should be maintained at the Operating unit's home office.

### **Posting Requirements**

Each year the totals and information portion of the last page of the OSHA 300 Log for the preceding year, must be posted at each job site or company office, in the place where notices to employees are customarily posted. This copy must be posted no later than February 1<sup>st</sup> and must remain in place until the last day of April. Before posting the last page of the completed OSHA 300 Log, it should be folded at the "fold" line so that only the totals and information portion of the 300 Log is visible. The OSHA 300 Log does not have to be posted during any other period, and should be kept in an appropriate file at the location.

### **OSHA FORM 301 INJURY AND ILLNESS INCIDENT REPORT**

OSHA Form 301, INJURY AND ILLNESS INCIDENT REPORT, is a form that was initially used to satisfy the need for additional information on a recordable injury or illness, over and above that information contained on the OSHA 300 Log. However, the OSHA Form 301 is not the only form that can be used to satisfy this requirement. In almost every state, the employer's First Report of Injury form can and should be used as the supplementary record. In those few cases where the employer's First Report of Injury does not include all of the items on the OSHA Form 301, the missing items can be added to the substitute form.

### **LOG OF FIRST AID TREATMENT**

All work-related injuries, regardless of severity, must be reported and entered on the Log of First Aid Treatment. If the injury is OSHA recordable, it should also be entered on the OSHA 300 Log. Under 29 CFR 1910.1020 (c)(6)(i)(D), the Log of First Aid Treatment is a part of the employees medical and/or exposure records and as such must be maintained by the Operating Unit as a part of the employee's permanent medical records.

### **FIRST AID TREATMENT VS. INSURANCE CLAIMS SERVICE NOTIFICATION**

In construction, minor injuries may occur that require simple care. Personnel stay on the job, the injury is clearly minor, they are treated by a first aid trained individual using supplies maintained at the job site, and they recover fully. In order to protect the injured person, our company, and to inform management, the first aid log entry is made as simple documentation.

In the event the injury or illness requires off site care, or has the potential for future care or costs, or the employee claims workers compensation benefits, then added action, reporting and documentation is required. The following criteria are to be used in helping to determine cases that are clearly first aid and those that require added action and formal reporting to our workers compensation insurance claims administrator.

### **First Aid Treatment**

Injuries which fall into the first aid treatment category are generally classified as injuries which:

- Are very minor requiring only simple treatment within the prescribed protocols of a first aid certified care provider, and not requiring off site medical care;
- Are not required to be recorded on the OSHA 300 Log;
- Do not result in lost time or restricted activity; and
- Do not involve the employees back, neck or head;

Any time an injured employee begins seeing a physician (other than for basic first aid), or gives any indication that a worker's compensation claim may be filed or may be necessary; the injury is no longer a simple first aid case and must be immediately reported to the insurance claims service.

### **Insurance Claims Service Notification**

Injuries which must be immediately reported to the insurance claims service are those injuries which:

- Require off site medical treatment or services;
- Involve the employee's back, neck or head or have other potential for requiring added treatment or costs;
- Results in an employee's claim for workers' compensation benefits, such as medical treatment, indemnity payments, and/or disability; and
- Any other actual or alleged injury or illness that may likely result in a claim.

### **REPORTING OF FATALITY OR MULTIPLE HOSPITALIZATION ACCIDENTS**

Employers must report to the local OSHA area office, every accident that results in one (1) or more deaths or in hospitalization of three (3) or more employees. The report must be made within eight (8) hours after the occurrence of the accident. It can be made either orally (by telephone) or in writing to the OSHA Area Director. In those states with approved safety and health plans, the report must be made to the state agency, which has enforcement responsibilities.

If you are unsure of the reporting requirements, notify the next higher level of management.

## **GUIDELINES FOR DETERMINING OSHA RECORDABILITY**

Whenever an injury or illness meets the following criteria, it must be recorded on the OSHA Form 300.

- Every work-related fatality
- Any diagnosed work-related illness
- All work-related injuries requiring "medical treatment"
- All work-related injuries which cause a worker to have a loss of consciousness
- All work-related injuries involving restriction of work or motion
- If the work-related injury involves days away from work, days of restricted work activity, or both
- All work-related injuries involving a transfer to another job or termination of employment

**Note:** In order for an injury or illness to be recordable, it must be work-related. An injury or illness is only considered work-related if it occurs in the work environment, and this is defined as any area on the employer's premises, such as the worksite, the company cafeteria, the customer's worksite where the employer has a contracted job, the company parking lot, etc. The work environment surrounds the worker wherever he or she goes on company business; on official travel, on dispersed operations, or along regular routes (e.g., sales representatives, truck drivers, construction workers, field personnel, etc.)

While most of the above are clear cut and easily understood, item 3 above, "All work-related injuries requiring medical treatment" forces you to make the decision concerning recordability. In this category, recordable and non-recordable injuries are only distinguishable by the actual treatment provided. That is if the injury actually required medical treatment, as opposed to first aid treatment, it is recordable. If, on the other hand, the injury is such that only first aid treatment is required, regardless of who applies the first aid, it is not a recordable incident.

The following guidelines will assist in determining the difference between medical treatment and first aid.

### **MEDICAL TREATMENT**

The following are generally considered to involve medical treatment, and as such, should be recordable for a work-related injury:

- Antiseptics applied on a second or subsequent visit to a doctor or nurse
- Bums of a second or third degree nature
- Butterfly sutures
- Compresses, hot or cold, when applied on a second or subsequent visit to a doctor or nurse

- Cutting away dead skin (surgical debridement)
- Diathermy treatment
- Removal of foreign bodies that are actually embedded in the eye.
- Treatment for infection.
- Removal of a foreign body from a wound when the depth of embedment, size or shape of the object or location of the wound, requires a physician.
- When prescription medications are used (only as required by law.)
- Soaking, either hot or cold, on a second or subsequent visit to a doctor or nurse.
- Sutures (stitches).
- Whirlpool treatment when requested by a physician.
- X-ray which is positive.

### **FIRST AID TREATMENT**

The following are considered to involve only first aid treatment and need not be recorded if the work related injury does not involve any other criteria.

- Application of an antiseptic on a first visit to a doctor or nurse
- Bandaging on any visit to a doctor or nurse
- First degree burns
- Compresses, hot or cold, when applied on a first visit to a doctor or nurse
- Use of an elastic bandage on a first visit to a doctor or nurse
- Irrigation of the eye for the removal of a foreign body from the eye when not embedded
- Use of nonprescription medications or administration of a single dose of prescription
- Medication on first visit for minor injury or discomfort
- Observation of injury on second or subsequent visits to a doctor or nurse
- Applying ointment to abrasions to prevent drying or cracking
- Tetanus shots, initial or boosters
- Hospitalization for observation, when patient receives no treatment other than first aid
- X-ray which is negative



# **Incident Investigation and Review**

## **PURPOSE**

To provide an outline of the measures necessary to investigate and reconstruct the accident scene, analyze the findings and circumstances involved, and ensure the quality of documentation in order to form an accurate understanding of the immediate and basic causes of an accident.

## **SCOPE**

This section applies to all KDF operating units.

## **POLICY**

All employees will be instructed to report any injury, regardless of the apparent severity, to their immediate supervisor as soon after the accident occurs as possible. Each of these accidents will be investigated by management personnel and the results accurately and timely documented.

## **GENERAL**

It can be said that the only purpose accidents serve is to provide us with enough information which will enable us to take appropriate action to prevent similar occurrences on a continuing basis. But this is only true if we learn from our experiences. All accidents, regardless of their apparent severity at the time of occurrence, must be investigated by the worker's immediate supervisor and the results detailed on the Supervisor's Incident Report form. When supplemental information is required, the Incident Investigation Report, found in this Section, should be used.

## **SUPERVISOR'S INCIDENT REPORT**

When an accident occurs it is the responsibility of the injured employee's immediate supervisor to conduct a preliminary investigation of the accident, complete the Supervisor's Incident Report form and take whatever immediate action is necessary to prevent the recurrence of a similar type accident. The Supervisor's Incident Report form must be completed in its entirety.

## **INCIDENT INVESTIGATION**

Each incident should be investigated in order to determine the specific facts as they relate to the incident. The Incident Investigation form should be used to record this factual information. The

investigation should commence as soon as possible after the incident is under control but not later than the first work day after the incident.

### **Investigation Procedure Suggestions**

1. Interview witnesses and participants as soon as possible after the incident. In a Class III incident, the statement of each should be recorded and signed promptly. No additional interviews should be conducted without advice of Counsel.
2. Obtain a chronological sequence of events. Do not solicit opinions as to the cause of the incident.
3. Note the location, participants, activity of participants, job number, time and date of incident, etc., in order to describe exactly what happened in detail.
4. Obtain weather data unless the incident occurred indoors.
5. Ascertain the location and position of any switches, controls, etc. that may have a connection to the incident.
6. Verify, or have verified, the condition of all safeguards used at the time of the incident.
7. Do not allow any equipment involved in the incident to be removed from the premises or scene of the incident without consultation with legal Counsel.

### **Identifying Action to be Taken**

1. After the initial facts concerning the incident are gathered and analyzed, the action to be taken should be identified. This action is generally based upon the two types of factors typically existing in an incident: Causative and Contributing. Several factors may exist in each of these two categories.

- Causative Factors

Causative factors are those which are self-evident or readily deducted from the observed facts as the immediate reason(s) the incident occurred. (e.g., a foreign body in the eye; injured party not wearing eye protection. Causative factor is the failure to use proper eye protection). In more complex incidents, further investigation will often be required to establish one or more causative factors.

- Contributing Factors

Contributing factors may either underlie the causative factor(s) or combine with them in an ultimate causation. In the former instance, asking why the apparent causal factor was allowed to exist will be sufficient. (e.g., why did the injured party not use eye protection?) In more complex incidents, further investigation may be required to determine what factors could have combined with the causative factors to result in the incident.

2. In tentatively identifying the action to be taken, it should be remembered there may be, in addition to those factors causing or contributing to the incident, other facts and circumstances which should be considered during the investigation. The action to be taken is an outcome of the facts of the investigation and not an opinion of conjecture based on incomplete or inconclusive information.

## **THE INCIDENT REVIEW PROCESS**

The primary purpose of the Incident Review Process is to:

- Ensure that key members of management are directly involved in the review of each incident;
- Ensure that all of the facts contributing to the incident are determined; and
- Ensure that all of the information developed is utilized in a timely manner to prevent a reoccurrence of the incident.

The Incident Review Process should not be looked upon as a means of determining who is at fault, nor is it intended to be a finger pointing exercise. It is intended to be an extremely useful tool in insuring that key management personnel are involved in the review of each and every incident that occurs.

## **THE INCIDENT REVIEW TEAM**

The Incident Review Team should be composed of each member of management in the chain of supervision which leads from the individual involved in the incident up to and including the Operating Unit Manager. In most cases, this will include at least the following:

The Operating Unit Manager

The Project Manager

The Construction Manager

    The Supervisor involved

The Project Superintendent

The employee involved

Any witnesses to the incident

And any other member of management who it is believed will derive a benefit from being a member of the Incident Review Team should be included.

## **SCHEDULING THE REVIEW**

An effort must be made to convene the Incident Review as quickly as possible following notification of the incident, and only in extreme cases should the time of the review exceed 72 hours from the time of the incident.

All OSHA recordable incidents must undergo an Incident Review Process. The Incident Review Process on all other incidents will be left to the discretion of the Operating Unit Manager.

## **CONCLUSION OF THE REVIEW**

At the conclusion of the Incident Review process on all OSHA recordable incidents, the Operating Unit Manager is required to provide the Company President with a brief summary of the results of the review process.

The final disposition of the Incident Review is left to the Operating Unit Manager.

## **Recordkeeping Requirements**

### **PURPOSE**

To maintain all records required by KDF and those local, state, and federal regulatory agencies involved, and to ensure the retention, availability, and transfer of those records in compliance with the applicable standards.

### **SCOPE**

This section applies to all KDF operating units.

### **POLICY**

It is the policy of KDF to voluntarily comply with each of the recordkeeping requirements of all local, state, and federal regulatory agencies having published compliance standards governing the scope of work in which KDF is involved.

### **RECORDKEEPING**

Asbestos Records: KDF has made the decision to maintain all of its pertinent asbestos related records for a minimum of thirty (30) years. For personnel records, this will be 30 years following the employees last

day of employment, and in the case of job records, it will be 30 years following the completion of the project.

These 30 year records will include, but are not necessarily limited to, the records indicated on the List of Mandatory Forms for Personnel Records Retention and the List of Mandatory Forms for Job Records Retention. Although OSHA has now indicated that 30 year retention of certain records are no longer required for short term employees, KDF will not differentiate between short and long term employment, but will maintain all personnel, medical and training records for at least 30 years following the employees last day of employment.

Training Records: KDF will maintain all employee-training records for a minimum of 30 years beyond the last date of employment.

### **TRANSFER OF RECORDS**

KDF will comply with all requirements concerning transfer of records as set forth in 29 CFR 1910.1020.

Whenever a KDF subsidiary or affiliate should cease to do business and there is no successor employer to receive and retain the records for the prescribed period, the records will be transferred to KDF for retention. In the unlikely event that KDF should cease to do business and there is successor employer to receive and retain the records, than KDF will notify OSHA and NIOSH at least ninety (90) days prior to disposal and, upon request, transmit the records to OSHA.

### **AVAILABILITY OF RECORDS**

KDF will, upon written request, make all records required to be maintained by any of the OSHA Standards, available to the Assistant Secretary of Labor (OSHA) for examination and copying.

KDF will, upon request, make any exposure records required by any of the Standards, available for examination and copying to affected employees, former employees, designated representatives of those employees, physicians designated by the employee and the Assistant Secretary, in accordance with 29 CFR 1910.1020.

KDF will, upon request, make employee medical records required by the Standards, available for examination and copying to the subject employee, anyone having the specific written consent of the subject employee, and the Assistant Secretary, in accordance with 29 CFR 1910.1020.

### **MANDATORY RECORDS**

## Personnel Records

A copy of this list should be attached to the inside cover of each employee's personnel file to ensure the use of these forms which are required in the Personnel Records Retention Package by either KDF or the federal government for a minimum of thirty (30) years following the employee's last day of employment.

- New Employee Information
- Alcohol and Drug Free Workplace Acknowledgement
- Alcohol and Drug Testing Results
- Initial Medical Questionnaire \*
- Periodic Medical Questionnaire \*
- Additional Medical Information \*
- Work Practice for Asbestos Abatement Projects
- Physician's Written Opinion
- Respirator Training Record and Fit-Test Record
- Certificate of Worker's Acknowledgement
- Any Asbestos or Lead licenses
- All Training Records
- Biological Monitoring Results
- Applicable Safety Data Sheets
- Hazardous Chemical Inventories
- Background Data to Environmental Monitoring
- Employee Exposure Records

## Job Records

A copy of this list should be attached to the inside cover of each job file to ensure the use of these forms which are required by either KDF or the federal government in the Job Records Retention Package for a minimum of thirty (30) years.

- Company Letter to Physician
- Anticipated Respiratory Protection Requirements
- Initial Exposure Assessment
- Construction Daily Safety Meeting Report
- Daily Sign-in / Sign-out Log form (Containment Log)
- Daily Air Monitoring Report
- Personnel Assigned to Project
- Asbestos Project Notification
- Competent Person's Daily Inspection Checklist
- Supervisor's Daily Journals



# Medical Records

## PURPOSE

The purpose of this guideline is to specify the method for maintaining and storing medical records. Medical records, including both employee health and exposure records, must have secure storage for confidentiality reasons. Adherence to this guideline meets the requirements of Access to Employee Exposure and Medical Records, OSHA 1910.1020

## SCOPE

This section applies to all KDF operating units.

## POLICY

It is the policy of the Company to maintain the confidentiality of all employee health records yet still allow access to employees, their designated representatives, appropriate medical and regulatory offices. In cases where conflict may exist, the Company may request that written consent be obtained from the employee prior to release of medical records.

## GENERAL

Employee exposure records, medical records and related material will be maintained by the company for the appropriate period of time required by OSHA. Access to these records will be provided in strict accordance with 29 CFR 1910.1020, OSHA's Access to Employee Exposure and Medical Records Standard.

Physician's Written Opinions are not categorized as medical records.

## DEFINITIONS:

Employee Exposure Records

Means a record containing any of the following:

- (a) Environmental (within the workplace) monitoring or measuring of a toxic substance or harmful physical agent, which includes personal, area, grab, wipe or other form of sampling as well as related collection and analytical methods, calculations or other relevant data;

- (b) Biological monitoring results that directly assess the absorption of a toxic substance or harmful agent by the body but not including results which assess an employee's use of alcohol or drugs;
- (c) Safety Data Sheets which indicate that the material may pose a hazard to human health; and
- (d) In the absence of the above, the Hazardous Chemical Inventory which reveals where and when used and the identity of the chemical.

#### Employee Medical Records

Means a record concerning the health status of an employee which is generated or maintained by a physician, nurse or other health care personnel or technician including any of the following:

- Medical histories and employment questionnaires (including job description and occupation exposures);
- Results of medical examinations (pre-employment, pre-assignment, periodic or episodic) and laboratory tests (including X-rays and biological monitoring);
- Medical opinions, diagnoses, progress notes and recommendations;
- First aid records (unless they do not include medical treatment and are maintained separately from the medical records program);
- Descriptions of treatments and prescriptions; and
- Employee medical complaints.

#### **RECORDS RETENTION**

##### Employee Medical and Exposure Records

Since most of the specific occupational safety and health standards provide for different periods of time for record retention, KDF has determined that all employee medical records and employee exposure record will be preserved and maintained for at least the duration of employment plus thirty (30) years following the employees last day of employment.

#### **RECORD MAINTENANCE AND STORAGE**

##### Location of Records

**Medical Records:** Medical records, including exposure records, will be forwarded immediately from the job site or the medical facility to the Operating Unit office where they will be maintained throughout the length of the project. These records will continue to be maintained at the Operating Unit office as long as the employee is actively employed within the Operating Unit. If the employee moves to another Operating Unit, the appropriate medical records will be transferred to the new Operating Unit. When

the employee leaves employment with KDF, the records will then be entered into the company's document storage and retrieval system, where they will be maintained for the appropriate time period.

In some instances, it may be more practical to have the medical records maintained by the medical facility coordinating each Operating Units medical program. The Medical facility personnel should be well acquainted with the Operating Units typical project activity and related hazards. Medical facility management should be aware of this guideline and provided with a legible copy of 1910.1020 Access to Employee Exposure and Medical Records.

**Other Records:** Each Operating Unit should maintain a copy of all physicians' written opinions regarding fitness for duty, exposure monitoring records and employee notifications/acknowledgements and drug testing results.

### **Security of Records**

Employee medical records should not be maintained as a part of the employee's personnel file. Instead, medical records should be maintained in a separate file which is adequately secured and which has very limited access. When the medical records are entered into the company's document storage and retrieval system, they will continue to be maintained in a limited access file.

### **ACCESS TO RECORDS**

Employee or designated representative

**Exposure Records:** Whenever an employee or designated representative requests access to an exposure record, KDF shall assure that access is provided in a reasonable time, place and manner. If KDF cannot reasonably provide access to the exposure record within fifteen (15) working days, the employee or designated representative shall be apprised of the reason for the delay and the earliest date when the record can be made available.

**Medical Records:** Upon request, each employee may have access to their own medical records; however a designated representative may have access to the employee's medical records only upon presentation of specific written consent by the employee. Here again, if KDF cannot reasonably provide access to the medical records within fifteen (15) working days, the employee or designated representative shall be apprised of the reason for the delay and the earliest date when the record can be made available.

OSHA Compliance Officer

OSHA Compliance Officers may have access to employee medical and/or exposure records whenever requesting to do so, and may have copies of any and all exposure records. However, requests for copies of specifically identifiable employee medical records must be made in a formal Written Access Order on agency stationery in compliance with 29 CFR 1913.10(d) and must include the specific records to be copied and the specific reason for requesting the copies.

## **EMPLOYEE NOTIFICATION**

### Notification

Upon an employee's first entering into employment, and at least annually thereafter, each KDF employee covered by this Section shall be informed of the following:

- The existence, location (including address and telephone number), and availability of any records covered by this Section;
- The name of the individual responsible for maintaining and providing access to these records; and
- Each employee's rights of access to these records.

## **Emergency Action Plan**

### **PURPOSE**

To stress the necessity of developing a site specific Emergency Action Plan for each KDF facility and job site. Since it would be extremely difficult to provide for all aspects of every type of emergency, the Emergency Action Plan for individual job sites should only attempt to cover a general understanding of what must be done in an emergency.

### **SCOPE**

This section applies to all KDF operating units.

### **POLICY**

In as much as Company management has a moral as well as legal obligation to provide for the safety of their employees, visitors and property, a site specific Emergency Action Plan will be developed for use at all job sites and facilities.

Since dealing effectively with any type of emergency situation depends upon prompt notification, coordinated mobilization, quick implementation of specific duties and assignments, and the optimum

use of the company's emergency resources, these plans must be coordinated with company-wide emergency planning.

## **EMERGENCY ACTION PLAN**

OSHA Standards, 29 CFR 1926.24, entitled Fire Protection and Prevention, and 29 CFR 1926.35, entitled Employee Emergency Action Plans, both require that each employer to be responsible for the development and maintenance of an effective Emergency Action Plan at the job site. Copies of the Emergency Action Plan must be posted at the job site.

### Elements of the Plan

The minimum elements of the Emergency Action Plan, which must be in writing and physically located at the job site, must include at least the following:

- The method in which emergencies situations are announced.
- Emergency escape procedures and emergency escape route assignments.
- Procedures to be followed by employees who must remain to operate any critical equipment which has to be shut down before they can evacuate.
- A procedure to account for all employees after emergency evacuation has been completed.
- Who will provide rescue and medical duties as required?
- The method of reporting fires and other emergencies.
- Names and/or job titles, as well as telephone numbers, of persons who can be contacted for additional information about the Emergency Action Plan.

### **Training**

An Emergency Action Plan, no matter how well written and complete, must be presented to the employees in a language they comprehend. The workers must be trained to know and understand their responsibilities under the plan and that they can carry them out efficiently even under stress conditions. And, the plan must be tested on a continuing basis in order to ensure that all personnel are totally familiar with all aspects of the Plan.

Therefore, before implementing the Emergency Action Plan, the project manager must designate and train a sufficient number of workers to assist in the safe and orderly emergency evacuation of all other employees. The Plan must be reviewed with each employee covered by the Plan at the following times: (a) when the Plan is initially developed; (b) whenever responsibilities or designated actions under the Plan change; and (c) whenever the Plan itself is changed.

An aggressive disaster drill is probably the most important feature of any project's Emergency Action Plan; therefore an attempt should be made to schedule at least one unannounced evacuation drill during each project. When it is not feasible to actually hold a surprise evacuation drill, at least one drill should be scheduled at the beginning of a work shift to be held before the workers change from their street clothes. During this drill, a "walk-through" of the notification alarm and the evacuation routes can be accomplished.

## **FIRE AND EXPLOSION**

Because of the particular horror of fire disasters, no aspect of the Emergency Action Plan deserves more attention than what to do in the event of a fire. It has been amply demonstrated that personnel who have been intensively drilled in the proper procedure to follow in a fire emergency, will react swiftly and correctly to minimize the dangers to themselves and their fellow employees, and be better prepared to take fire control measures until local fire authorities arrive on the scene. Information on each of these steps should be included in your emergency action plan.

### Notification

The local fire department must be notified immediately in the event of a fire. This policy must hold true regardless of the size of the fire or the ease with which it may have been extinguished. A second call to the fire department advising them the fire has been extinguished is far better than the possibility of having a fire accidentally get out of control before the fire department has been notified. Employees in the immediate vicinity of the fire, as well as those in surrounding areas, which may be threatened by the fire, must also be notified of the existence of the fire at this time.

### Extinguishing Equipment

There must be sufficient numbers of approved fire extinguishing equipment available to facilitate emergency egress from the work area. In order to ensure this, there must be at least one 2A-type fire extinguisher available in each 3000 square foot of workspace. This equipment must be readily accessible, it must be properly maintained at all times, and all personnel must be familiar with their operation and location.

## **BASIC STEPS IN FIRE PROTECTION**

The following are the basic steps in any type of fire protection plan, and must be implemented into your site specific Emergency Action Plan.

### Discovering the Fire

Any person discovering a fire, should quickly and carefully remove anyone who is injured or in immediate danger. This person must be careful not to risk injury to their self, as it is most important that he remain conscious and able to report the fire.

### Reporting the Fire

When possible, the nearest telephone should be used to report the fire, with the individual reporting the fire providing the following information: That there is a fire; What is on fire; The specific location of the fire; and The name, phone number, and location of the person reporting the fire. If there is an automatic, fire alarm reporting in operation at the fire location, this system should be used in addition to the telephone reporting. Emergency telephone numbers for fire department, hospital, ambulance, doctor, police, and safety office, must be posted throughout the job site and at each telephone location.

### Sounding the Alarm

It will also be necessary to establish a system for alerting workers of the emergency and of the need to evacuate the work area. Ideally this would be some type of sound system that could be heard throughout the work area. This sound system can be anything from a loud bell to a hand-held compressed air boat horn of the type used on small boats. The object being to have some type of blaring sound that can be heard by all of the workers and immediately identified as an alarm indicating there is an emergency situation in the work area. When working on a site or in a facility that has its own emergency annunciating system, elements of this existing alarm system should be a part of the emergency action plan, however the use of the customer's site alarm does not relieve KDF of the necessity of having its own alarm system.

### Containing the Fire

Having reported and sounded the alarm, attempts should now be made to contain the fire. Closing all doors and windows in the immediate vicinity of the fire and trying to remove any flammable materials should do this. If possible, all non-emergency electrical equipment in the immediate vicinity of the fire should be turned off or unplugged.

### Extinguishing the Fire

Extinguishing the fire should be attempted only if there is portable firefighting equipment available and the fire is in its incipient (initial or beginning) stage and can be safely controlled or extinguished with this equipment. If the size of the fire presents an immediate danger to life or health, evacuation, not firefighting, should be the primary objective.

### Evacuation

When evacuation is deemed necessary, there must be no hesitation in requiring personnel to immediately vacate the area. Emergency exits and other means of egress from the area must be noted prior to the start of the job and located on an emergency exit floor plan, which is then made a part of the Emergency Action Plan. Both primary and secondary routes must be selected in case the emergency situation makes it perilous to use one or the other routes. Copies of this emergency exit floor plan must be posted in numerous locations throughout the project. A staging area must be preselected and all personnel required to report there immediately for a roll call to assure that all are present and accounted for. Once out of the area, no one should be allowed to re-enter until the emergency is declared over.

## **EMERGENCY SPILLS OR RELEASE**

Even in a well-planned and executed program, the possibility exists that an accident will occur and an emergency spill or toxic chemical release will take place. Recognition of this fact requires that suitable emergency procedures must be prepared beforehand and must be made known to all persons potentially involved. Each division must give consideration to the nature of possible accidents resulting in an emergency spill or a toxic chemical release and must design methods for dealing with them as part of their Emergency Action Response Plan.

## **TOXIC CHEMICAL RELEASE**

The potential hazard of a toxic chemical release is most likely to occur while working on an industrial site, with operations at petro-chemical plants and refineries having the highest likelihood of occurrence. Most industrial sites of this nature will generally have their own emergency action plan, which we, as the Contractor, will be required to comply with. This however, does not relieve us of the necessity of having our own emergency action plan to deal with a customer's toxic chemical release.

## **NATURAL DISASTERS**

Floods, tornadoes, severe thunderstorms, and blizzards, are but a few of the natural disasters that occur each year throughout the country, for which we must be prepared if we are to provide the type of protection necessary for our employees and our property. Except for flash floods, most of these conditions are usually forecast sufficiently in advance for emergency action to be initiated before the problem becomes serious.

In most cases, merely advising our personnel of the coming danger and seeing to it that they are in a safe location, should the incident occur during normal work hours, will be sufficient. For example, if a Tornado Warning is broadcast while our personnel are working in a location that does not provide the degree of protection necessary, they should be advised of the warning and moved to a structurally sound interior location that would provide adequate protection from the weather, windblown objects, and broken glass.

## **CIVIL DISORDERS**

Civil disorders, usually in the form of large unruly crowds, can interfere with company operations, and if allowed to get completely out of control, can cause severe damage to property and personnel. It is impossible to accurately gauge the mental attitude of a large assembly of people. Crowds have been known to assemble for one reason, than inadvertently, deliberately, out of spite, or in fun, attempt to disrupt normal operations. Since the purpose and mental attitude of individuals within a crowd varies considerably, even friendly demonstrators can trigger a disturbance within the crowd. It is therefore necessary to stress to our employees that they must remain distant from the demonstration and alert to the possibility of crowd violence.

## **Strikes and Labor Actions**

In the event of a strike by employees and/or labor demonstrations in the vicinity of the work site, the following items should be considered: Normal work operations should be maintained as much as possible and all employees encouraged to continue in their normal work habits; Workers who are not involved in the strike action should not agitate the demonstrators in any way; All workers should be removed from the actual demonstration area and verbal or physical confrontations avoided; No KDF employees should be utilized in calming the disturbance, that would place them in a situation where physical harm might occur or that would jeopardize their normal working relationship with the demonstrators at the conclusion of the disturbance.

## **NEWS MEDIA POLICY**

The extreme public sensitivity and media awareness of hazardous materials and their safe removal prompts KDF to establish specific guidelines for how inquiries from the news media should be addressed. Our objective is to maintain a central spokesperson or "voice" for KDF, which should ensure that only informed and consistent information is made public about our activities. Either the Company President, a Corporate Vice President, or the designated authority should coordinate all media and public information, including the designation of spokesperson(s).

## **Potential News-Making Events**

Should an incident occur within an Operating Unit which is likely to or could reasonably be expected to result in media interest, management should notify the Company President as soon as possible so that a company position and response can be formulated. "Potential news-making events" include, but are not limited to, involuntary shutdown of a project due to regulatory agency allegations of safety or

administrative noncompliance, serious injury or death of an employee on a job site, union or employee unrest or public disturbance due to fear of hazardous materials.

### **Media Inquiry Procedure**

All inquiries or request for interview from the news media (radio, television or newspaper) should be referred directly to the Company President. Employees receiving calls from reporters, regardless of the nature of their inquiry, should respond with a statement such as:

"I appreciate your interest and would like to get you the information you need. All public information is handled out of our corporate office, and I will have someone get back with you as soon as possible."

Employees receiving media calls should immediately notify the Company President by phone and provide background on the inquiry. The Company President will respond. Employees should not provide a "no comment" about an issue, nor should employees ask a reporter if they can make an "off the record" statement. "No comment" replies normally imply guilt, and all statements a company employee makes to the media are considered authorized information.

# Health and Safety Training

## PURPOSE

To define minimum company requirements and responsibilities for conducting health and safety training for KDF employees.

## SCOPE

This section applies to all KDF operating units.

## POLICY

To ensure that each employee of KDF receives and understands the required health and safety training necessary to confirm that employee's ability to safely carry out his or her work assignments.

## REQUIREMENTS AND RESPONSIBILITIES

### Orientation Training

Each new KDF employee will receive a safety orientation. This orientation will include, in addition to specific training, a discussion of the employee's right to refuse to perform any task, which they believe, is unsafe or for which they have not been adequately trained. The new employee orientation will include, as a minimum, at least the following:

- job specific health and safety training including supervised on-the-job training;
- hazard communication in compliance with 29 CFR 1910.1200;
- hazardous waste operations and emergency response (if required) in compliance with 29 CFR 1910.120;
- the job specific Emergency Action Plan; and
- specialized health and safety training such as:

Tag Out / Lock Out Procedures

Ladder Safety Fall Protection Program

Confined Space / Vessel Entry

Electrical Safety Equipment Decontamination

Rope, Cable and Sling Inspection

Scaffold Safety

Housekeeping and Sanitation

Personal Protective Equipment

Welding and Cutting

Powered Industrial Trucks

Material Storage and Handling

Powered Aerial Work Platforms

General Office Safety

Excavation and Trenching

Power Operated Hand Tools

### **Hazardous Materials Training**

Each KDF employee will receive the Hazard Communication Training and, if required, OSHA's Hazardous Waste Operations and Emergency Response training before they are permitted to engage in hazardous waste operations or handle hazardous substances. Refresher hazardous substance training will be conducted as required by regulations and to maintain proficiency.

### **TRAINING DOCUMENTATION**

All safety training must be documented and should include, at a minimum, the subject title, subject description and learning objectives, who provided the training, including name, title and location, the date conducted, and the signature of the trainee(s) and instructors. All employees who have received and successfully completed certain portions of this training will receive a written certificate, a copy of which will remain within their personnel file.

### **TRAINING INSTRUCTORS**

Personnel who instruct employees must be qualified by either academic credentials or instructional experience and subject knowledge to teach the subject matter that is being presented. Records should be kept to document their qualifications as instructors.

### **SUBCONTRACTOR PERSONNEL**

KDF personnel will not routinely provide health and safety training directly to subcontractor's employees or visitors except to provide site safety orientation and other notifications required by OSHA

regulations, for example Hazard Communications, Process Safety, Lockout/Tag out, etc. This may be changed dependant on the type of project.

### **SUPERVISOR'S ROLE IN TRAINING**

Supervisors are the keys to accident prevention within the construction industry. They are the individuals between top management and the workers who translate management's policy into action. Therefore, the role of safety training must be an ongoing part of each supervisor's job. Without it, there is a total breakdown of the safety chain.

Supervisor's must be made to believe that efforts on the part of safety play just as important a role in the completion of the project as does their efforts at production, and that one cannot be sacrificed in lieu of the other.

Supervisors must realize they will be held accountable for the safety performance of their crew or group.

### **WEEKLY TOOL BOX SAFETY MEETINGS**

Supervisory personnel will be required to conduct weekly tool box safety meetings to provide their employees with up-to-date safety information and to discuss the various aspects of job safety and health. Employee attendance will be required and KDF Tool Box Safety Meeting form must be completed by the supervisor and signed by each employee attending the meeting. These records will then be maintained as a part of the job file retention package.

Weekly Tool Box Safety Meeting forms, which are printed with a brief safety meeting topic, are in a format which allows the supervisor to read directly from the form and then have the workers sign the form indicating they have received the daily safety training and understood it. Blank topic forms will also be available for those supervisors who wish to draft their own message or provide information on a specific topic. When this blank form is used, the supervisor must write out the message on the top portion of the form before beginning the safety meeting.

Weekly toolbox safety meetings are an extremely important part of the KDF safety program, because it is only through face-to-face contact that effective communication on the subject of safety can take place. The open, informal atmosphere of a tool box talk, which in effect is a small group meeting, encourages the kind of questions and discussion that "personalize" the issue of safety by focusing on its day-to-day applications.

In addition, the supervisor's weekly toolbox safety meetings serve the following purpose:

**Encourage Safety Awareness** – Other means of getting the safety message across are often too easily ignored. But when a small group of workers get together to discuss the hazards they have encountered and the steps they can take to eliminate them, it increases each worker's safety consciousness.

**Get Employees Actively Involved** – In a sense, toolbox safety meetings can put employees "on the spot"; that is, they demand feedback. They get employees thinking about safety and encourage them to come up with ideas and suggestions for preventing accidents and minimizing the hazards with which they are most familiar.

**Motivate Employees To Follow Proper Safety Practices** – Small group meetings are the best place to demonstrate the uses of protective equipment, proper lifting techniques, and other specific safety procedures.

**Nip Safety Hazards In The Bud** – A daily tool box safety meeting is the perfect time to pinpoint minor hazards before they result in real problems. It also presents an excellent opportunity to discuss safety hazards that are inherent in the construction environment in general and the asbestos abatement environment in particular, that the experienced employees are likely to take for granted.

**Introduce Workers to New Safety Rules, Equipment, and Practices** – In addition to introducing new items, a daily tool box safety meeting is a good time to reinforce the importance of long-standing safety procedures and to remind employees of the reasons behind them.

**Provide Vital Information on Accident Causes and Types** – Regular meetings are the best way of keeping employees up-to-date on the hazards in their environment and what the company is doing about them. They also make it easier for the company to maintain accurate accident statistics, an important tool in tracing the progress of accident prevention efforts.

## **Conducting Safety Meetings**

### **PLANNING THE SAFETY MEETING**

Planning is essential in order to have a successful training session. The meeting location, time of day, the subject, the method of delivery, the number of disruptions, the distraction around you, all have a role in making the safety meeting a success or failure

#### **Length of Time for the Meetings**

Ten minutes will probably be sufficient if the supervisor is giving a routine run-down of safety regulations plus a short pep talk on the importance of working safely. In contrast, fifteen minutes should be used if the supervisor talks about a specific topic of safety, such as the care and use of a new item of equipment. Anything over fifteen minutes may well be an unjustified interruption of production.

### Planning the Meetings

Divide the meeting into two phases, the presentation itself and a question and answer session. Say that the meeting runs fifteen minutes. Allocate at least ten minutes for the presentation and use the rest of the time for both questions and answers or a discussion.

The last few minutes are very important. By the questions and comments, the supervisor can determine how clearly he has gotten his information across to the workers. At the same time, he can gauge the worker's reaction to changes and proposals that were passed down. This period of the meeting also allows the workers to actively participate in making the jobsite safer.

### CONDUCTING THE SAFETY MEETING

There is a method to conducting a "good" safety meeting. If the supervisor is well prepared and knows his topic, the right message will be passed on to the workers. If the supervisor fumbles for words and does not appear to know the topic well, the worker will not value the lesson and will believe that the training is not helpful.

### Rehearse

Rehearse your presentation. Look over your information and know what you are going to say and how you are going to say it before you stand up in front of your workers. When you feel like you know what you are talking about, your workers will believe you know what you are talking about.

### The Presentation

Be business like, but not dictatorial. Be serious enough to convince the workers that the information is worth their attention. The supervisor can smile or inject a little humor into the meeting. In fact, a light touch at the beginning will help everyone to relax. The presentation must be held in a language, which can be understood by the majority of the work force.

### Be Brief and to the Point

The supervisor should organize and mentally go over the meeting prior to it. Any extra words or irrelevant ideas should be chopped away. Excess verbiage is not necessary and often adds confusion to the topic being discussed. Keep the message clear and concise.

#### Use Training Aids

Training aids of any kind can be of great assistance to you in making your presentation. For example, holding up a battered and broken hard hat that took the impact of a falling object while pressing a point about the wearing of personal protective equipment, will tend to make quite an impression.

#### Hold a Question and Answer Period

The supervisor must listen attentively, even though he may think he knows exactly what the speaker will say. The worker may fool him, and even if he doesn't, he could feel slighted if the supervisor does not give him his full attention. Also remember the tried and-true rule: Praise in public, criticize in private. Resist the temptation to take the wind out of someone's sails by insulting them in front of their co-workers. Along the same line, do not argue a point with any workers while in front of others. First, because it wastes meeting time and second, your chances of getting a worker to admit that they are wrong in front of co-workers are pretty slim. Discuss the matter later in private. And if you were wrong and made a wrong statement in front of your workers, make certain that you correct yourself the next time you hold a meeting.

#### Never Brush Off a Complaint

Answer a complaint on the spot if you can. Otherwise promise to look into it and to get back to the complainant as quickly as possible. Do not try to bluff your way out of a hot corner or you will be labeled a supervisor who does not know what they are talking about. Safety Meetings may bring out the worst in some people. People may not talk at all, may not be quiet, may disagree with everything, or bring up a completely unconnected or unrelated subject just to complain. The manner in which the supervisor handles these individuals will determine the success or failure of the safety meeting.

The supervisor is the key figure in determining whether a meeting is useful and informative or ineffective and time consuming. That is why the supervisor must prepare as fully for a safety meeting as they does for deciding project schedules, manpower requirements and other major questions.

# Job Safety Analysis

## PURPOSE

To define minimum requirements and responsibilities to identify, analyze and control potential hazards or risks associated with specific job tasks and equipment operation with the goal of preventing occupational injuries and illnesses.

## SCOPE

This section applies to all KDF operating units.

## POLICY

To conduct a careful study of jobs within our organization in a further effort to define the specific content of training necessary to successfully reduce accidents and injuries.

## RESPONSIBILITIES

Operating Unit

Each Operating Unit is responsible for implementing a Job Safety Analysis (JSA) program consistent with this procedure and completing a job safety analysis for each job task which has potential hazards which could cause injury or illness.

Each Operating Unit must have a written JSA procedure, which follows these general guidelines:

### Identify Tasks

Prioritize tasks for analysis beginning with tasks with a high incident frequency and severity potential, or new previously un-analyzed jobs. As a minimum, the job tasks and/or equipment listed in paragraph 6.0 of this section, must be analyzed and reviewed with each employee prior to their participation in the job activity.

### Observe Tasks

Select an employee to observe who is performing the job task. View the task being performed as many times as necessary to ensure all potential hazards have been identified.

### Review the Tasks

When the observations of the tasks have been completed, review all of the recorded observations with the employee to ensure that all steps were included and note any deviations from normal practice.

### **Reducing the Hazards**

List all of the effective methods by which the potential hazards that have been identified or can be reduced on the JSA form. This includes:

- eliminating the specific hazard by installing guarding, ventilation, interlocks, enclosures, etc.;
- providing or modifying the equipment, which will reduce exposure to or contact with the hazard. For example, using mechanical handling or lifting equipment instead of physical handling or lifting;
- changing the physical conditions or layout of the job requirements;
- reducing the frequency of the job activity;
- substituting a less hazardous material or substance; and
- increasing the personal protective equipment.

### **HAZARDOUS TASKS**

The following job tasks and/or equipment are recognized as being hazardous through company experience and must be analyzed through the JSA process and reviewed with each employee assigned to the job:

- high-pressure washing systems;
- crane operations;
- transferring flammable or corrosive chemicals to or from containers;
- trenching or excavation;
- fork-lift truck operation;
- use of utility knives;
- operation of vacuum trucks;
- working with electrical equipment in a wet environment;
- working off elevated work platforms or man lifts;
- climbing or descending ladders or scaffolds while wearing protective clothing and respirators; and
- picking up and laying down bags of adequately wet waste.

# **Subcontractor Policy**

## **PURPOSE**

To familiarize all KDF Subcontractors with the companies safety rules, procedures, and guidelines for controlling job site accidents and injuries.

## **SCOPE**

This section applies to all KDF operating units, all contractors working on a subcontract to KDF, and all operating units utilizing subcontract labor.

## **POLICY**

Each subcontractor will be expected to be aware of and comply with all local, state, and federal safety standards and regulations.

Each subcontractor will be furnished a non-controlled copy of The KDF Corporate Safety Manual and will be required to comply with those portions of the manual which deal with job site safety and health.

## **GENERAL**

In many states, and under federal OSHA, KDF is responsible for the safety violations of its subcontractors. In addition, an injury to a subcontractor's employee could potentially expose KDF to a possible civil lawsuit. Therefore, coordination between the accident prevention activities of the subcontractor and those of KDF is a must if the objective of accident frequency reduction and lowered costs are to be achieved.

Prior to the commencement of any work on a KDF project, the subcontractor will ensure that all of their personnel, both supervisory and hourly, receive a safety and health orientation from either the KDF superintendent or another KDF supervisor on the project.

## **SUBCONTRACTOR RESPONSIBILITIES**

The subcontractor will provide to the KDF superintendent on the project, their job supervisor's home address and telephone number so that they may be contacted after hours in case of an emergency involving the subcontractors work or equipment.

The subcontractor will ensure that their safety program is in compliance with all of the existing safety and health requirements of local, state and federal regulatory agencies. Where applicable, this may include, but

not be limited to, hazard communication training, personal protective equipment training, respiratory protection training (including respirator fit testing), required medical examination and clearance, etc.

In addition to compliance with the safety requirements of all applicable regulatory agencies, the subcontractor is also responsible for explaining the KDF Safety Program to their employees and for securing compliance with them.

The subcontractor is responsible for all employees working for them and for all other persons calling on them or doing business with them while on a KDF job site.

## **SUMMARY OF SUBCONTRACTOR SAFETY RULES**

The following summary of some important accident prevention rules and work procedures apply to all KDF subcontractors while working on KDF projects:

### **Medical Facilities**

Subcontractors must furnish their own first aid supplies, which are to be located in place where they are immediately available to their personnel. When requested, KDF will furnish the subcontractor with Emergency Telephone Number posters, which must be filled out and posted throughout the job site.

### **Accident Reporting**

All subcontractor accidents are to be reported immediately to the KDF job site superintendent. In addition, a copy of each accident report prepared is to be provided to the KDF superintendent within 24 hours of the incident's occurrence.

### **Clothing**

The subcontractor will be expected to comply with KDF's requirement for the wearing of appropriate construction-type clothing by all of their personnel.

The minimum work clothing that is acceptable for all KDF or KDF subcontractor employees working on an KDF construction site is long pants, good work shoes or boots, and a shirt that completely covers the workers shoulders and provides adequate protection against such hazards as concrete splash, abrasions to the skin, oil or grease spills, and slag from welding or cutting.

### **Personal Protective Equipment**

Approved hard hats must be worn at all times when on the job site. Hearing protection must be worn in all areas of high noise levels. Safety goggles, safety glasses, face shields, etc. must be worn whenever the potential for eye injury exists. Appropriate respiratory protection equipment must be used when conditions warrant. Suitable protective clothing must be worn when required. All subcontractor employees working at unprotected heights must wear approved safety harness and properly attached safety lines.

## **Inspections**

Subcontractors are required to conduct a daily safety check of each of the areas where their men are working and to report any unsatisfactory conditions to the KDF superintendent. Daily safety inspections are required on all KDF job sites. The daily inspections will be conducted either by the KDF superintendent or an individual whom the KDF superintendent has assigned to this responsibility. Subcontractors will be required to correct any unsatisfactory safety conditions created as a result of their operations within a reasonable period of time. If this is not done, violation procedures will apply.

## **Violation Procedures**

When unsafe conditions or practices are observed by the KDF personnel, the subcontractor supervisor will be requested to correct them. If no action is taken within a reasonable length of time, a letter outlining the violation will be issued and submitted to the management offices of the subcontractor and KDF for appropriate action.

## **Electrical Equipment**

Subcontractors are responsible for maintenance of their extension cords. Defective extension cords must be removed from service immediately. Subcontractors are expected to use ground fault circuit interrupters (GFCI) whenever possible, and will furnish a copy of their Assured Equipment Grounding Conductor Program to the KDF superintendent. Prior to working on electrical equipment, the subcontractor must make certain that all electrical circuits in the immediate vicinity of his work are appropriately protected or that they are either locked out or tagged out of service to assure that no one will accidentally energize the circuit.

## **Fire Protection**

Gasoline and other flammable liquids must be kept in approved containers and storage requirements for quantities and types used must comply with local and federal regulations "NO SMOKING" signs must be posted in areas where flammable liquids are stored. The Subcontractor will be expected to enforce all "NO SMOKING" areas located on the job site. The Subcontractor will be expected to furnish the appropriate number, size, and type of portable fire extinguishers required for the job and to provide the necessary training to his personnel in their use. Fire extinguishers are not to be tampered with or removed from their assigned locations.

## Housekeeping

Good housekeeping practices are extremely important, and subcontractors are responsible for housekeeping conditions in their respective work areas. Refuse and scraps should not be allowed to accumulate, particularly when they interfere with workflow or create additional fire hazards. Combustible materials must be placed in appropriate metal containers and not be permitted to accumulate in the work area.

## USE OF KDF EQUIPMENT BY THE SUBCONTRACTOR

Subcontractor's will not be authorized to use any KDF Item of Equipment, including scaffolding, ladders, fall protection harnesses, personal protective equipment, respiratory protection, etc., unless the subcontractor completes an Indemnification Agreement with KDF prior to the use of such Equipment.

## INDEMNIFICATION AGREEMENT FOR THE USE OF KDF EQUIPMENT

WHEREAS, KDF is using, or will cause to be used, certain items of equipment for its own use and convenience, in connection with work performed at the \_\_\_\_\_ job site, and

WHEREAS, \_\_\_\_\_, a subcontractor to KDF, desires to use such items of equipment, for performing certain work at said location;

NOW, THEREFORE, in consideration of the premises and of the undertakings of the subcontractor hereinafter stated, KDF hereby consents to said use by the subcontractor of such items of equipment as are listed below, at the convenience of KDF, subject to and on the following terms and conditions:

- (a) That \_\_\_\_\_, subcontractor, agrees to indemnify and hold harmless KDF for any loss, damage and/or expense because of an injury to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation arising out of the existence, maintenance or use of such items of equipment by the subcontractor.
- (b) That the subcontractor further agrees (1) to insure the liability assumed in paragraph (a) above, in a reliable and acceptable insurance company, and (2) to maintain insurance in such an insurance

company, providing the subcontractor with Workmen's Compensation and Public Liability insurance on the operations of the subcontractor at the premises described above and will furnish to KDF certificates of insurance to that effect.

- (c) That KDF will not and does not guarantee the safety or suitability of any of its items of equipment for the purposes of the subcontractor, nor does it agree to leave in place or to put in place any particular item of equipment at any particular time for another contractors use. KDF makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, the condition of the items of equipment, its merchantability or its fitness for any particular purpose, and as KDF, the subcontractor uses the items of equipment "as is" except that KDF warrants that KDF will have, at the time of use hereunder of each item of equipment, title thereto. Solely

IN WITNESS WHEREOF, KDF and \_\_\_\_\_, subcontractor, have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ (year) \_\_\_\_\_.

**For KDF Corporation:**

**For Subcontractor:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

LIST ITEMS OF EQUIPMENT:

\_\_\_\_\_  
**Visitor and Contractor Safety**

**PURPOSE**

To define minimum company requirements and responsibilities for KDF operations to assure the safety of employees, subcontractors, and visiting outside personnel.

**SCOPE**

This section applies to all KDF operating units.

**POLICY**

A contract must be maintained which includes requiring all subcontractors and consultants to comply fully with KDF's Corporate Safety Manual, all Regulatory Agency Standards, and all local, state, and federal regulations.

## **DEFINITIONS**

**Active Areas:** Any areas in which there is a potential for exposure to hazardous materials or activity. These areas include, but are not limited to, restricted areas, areas where hazardous operations are being conducted, exclusion and decontamination zones, process areas, hazardous waste storage areas, and any area defined as an "Active Area" by either KDF or its customer.

**Subcontractor/Contractor:** Any person or employee, who is not employed by KDF Corporate or an KDF Operating Unit, and who is covered by a site-specific contractual agreement to perform specific work activities at an KDF facility or KDF field operation.

**Employer Visitor:** A KDF employee or contract employee who is visiting the KDF facility or KDF field operation on Company business, such as a Regional Manager or a contract air monitoring technician.

**Non-Employee Visitor:** Non-company personnel who are not covered by a site-specific contractual agreement to visit or perform specific activities in an active area of the job site. This may include vendors, representatives or employees of local, state, or federal regulatory agencies, a representative of the customer, or operators of third party commercial motor vehicles.

**Visitor:** A general term used to describe a contractor, employee visitor, or nonemployee visitor.

## **REQUIREMENTS and RESPONSIBILITIES**

Unescorted visitors should participate in a documented orientation. Content of the training will be dependent on the type of visit and the areas to be entered; generally the training should consist of:

- general information about the facility or site, processes, operations and history;
- site safety rules and requirements associated with entry to the active areas; and
- emergency action procedures for visitors

### **General**

Each Operating Unit should develop and implement a standard operating practice, which defines the site-specific visitor safety requirements consistent with the requirements of this procedure.

Each Operating Unit, KDF facility, or project job site should maintain a supply of clean hard hats and safety glasses for use by visitors. Unless the visitor is a KDF employee with the proper OSHA and State required documentation, this is the only type of protective equipment that should be provided to the visitor.

A means to visibly identify visitors must be developed, such as badges, color-coded hard hats, etc.

Each facility or job site should anticipate emergency situations, which require visitor maintenance personnel to enter an active area, and to develop a plan of action which assures communication of hazards, personnel protection, contractual agreements, and oversight of the activity.

Visitor vehicles must not be allowed in active areas without specific permission of the facility or job site superintendent.

### **Non-Employee Visitor**

All non-employee visitors should be precluded from entering all active areas of the job site. Regulatory personnel or authorized representatives of the owner or general contractor should only be permitted into areas requiring personal protective equipment and respiratory protection if they possess current documentation of training as required by local, state, and federal regulatory agencies and possess the necessary personal protective equipment to enter the area.

### **Employee Visitors**

Employee visitors should not be permitted to enter active areas unless they possess documentation that they are trained as required by the site and OSHA regulations. KDF can only provide limited personal protective equipment to Company employees.

Employee Visitors should be escorted in the active areas unless otherwise stated by the project manager. Visitors, who are not escorted, must be familiar with and follow site safety rules and regulations, operating procedures, and emergency action plans.

### **FIREARMS and SUBSTANCE ABUSE**

The policy of KDF regarding illegal drugs and controlled substances, alcoholic beverages, and firearms is contained within KDF's Illegal Drugs, Alcohol & Firearms Policy for Subcontractors, a copy of which is included within this section.

## **SUBCONTRACTORS**

Each Operating Unit will maintain a written description of the requirements for contractors. The program must contain at least the following:

- A description of the site rules for safety and the personal protection requirements for subcontractors;
- A description of the means used to pre-qualify the contractor prior to signing the contractual agreement. Prior to contracting the services of a subcontractor or consultant to perform work at an KDF facility or job site;
- A requirement that the job site designate a KDF individual responsible for the subcontractor's activities and addressing contractor concerns. All questions, suggestions, and requirements should be conveyed to the subcontractor through this individual. In the case of imminent danger situations, all subcontractor activity must stop immediately and remain stopped until the KDF contact is notified and corrective measures implemented;
- A contract must be maintained which includes requiring contractors to comply with all job site safety rules and regulations as well as Regulatory Agency Standards and a completed Subcontractor's Safety Declaration form a copy of which is included in the section.
- A requirement that the site-specific orientation be provided to the subcontractor which includes site/area specific safety rules and regulations, potential hazards, accident/incident reporting procedures, and emergency action plans and procedures.

### **Reporting**

All injuries, accidents, and incidents involving damage to property, spills, fires, theft or loss of equipment incurred by a subcontractor or involving subcontractor employees on KDF premises or while performing work for KDF, must be reported to the KDF contact individual in writing before the end of the next work shift. All OSHA reporting and recordkeeping for the subcontractor's employees will be the sole responsibility of the subcontractor and will not use KDF forms in completing incident reports.

# Respiratory Protection Program

## PURPOSE

This standard establishes uniform guidelines for complying with the requirements of the Occupational Safety and Health Administration's Respiratory Protection Standard, 29 CFR 1910.134 and its amendments for the proper selection, use and care of respiratory protection equipment.

## SCOPE

This section applies to all KDF operating units.

## POLICY

Every consideration will be given to the use of effective engineering controls to eliminate or reduce exposure to respiratory hazards to the point where respirators are not required. However, when feasible engineering controls are not effective in controlling toxic substances, appropriate respiratory protective equipment and necessary medical examinations will be provided by the company at no charge to the employee.

These respiratory protective devices will be of the type approved by the National Institute for Occupational Safety and Health (NIOSH) or acceptable to the U.S. Department of Labor (OSHA) for the specific contaminant to which the employee is exposed.

Where respirators are required by a specific OSHA Standard, KDF shall select and provide, at no cost to the employee, the appropriate respirator and required medical examinations specified by the Standard.

Employees required to use respiratory protective devices because of exposure to toxic substances will do so as a condition of employment. Employees who are required to use respirators will be properly fitted, appropriately tested, medically screened, and trained in their use.

## CODES AND REGULATIONS

General applicability of Codes and Regulations: Except to the extent that more explicit or more stringent requirements are written directly into this procedure, all applicable state and/or local codes and regulations have the same force and effect as if copied directly into this standard. A copy of these codes and regulations must be present at the job site.

Federal Regulations: Those standards governing the development of this program include but are not limited to the following:

- OSHA's Asbestos Standard - Construction Industry Title 29, Part 1926, Section 1101 of the Code of Federal Regulations.
- OSHA's Lead Standard - Construction Industry Title 29, Part 1926, Section 62 of the Code of Federal Regulations.
- OSHA's Respiratory Protection Standard Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
- OSHA's Access to Employee Exposure and Medical Records Standard Title 29, Part 1910, Section 1020 of the Code of Federal Regulations.
- NIOSH Approvals for Respirators Title 30, Part II of the Code of Federal Regulations Title 42, Part 84 of the Code of Federal Regulations
- American National Standards Institute (ANSI) American National Standard: Practices for Respiratory Protection, Z88.2-1980

### **DESIGNATION OF A SITE-SPECIFIC PROGRAM ADMINISTRATOR**

A site-specific respirator Program Administrator must be designated by name at each job site. This will be an individual who is qualified by appropriate training and/or experience (that is commensurate with the complexity of the program) to administer the respiratory protection program and conduct the required evaluations of the program's effectiveness. Routinely, this is the site superintendent or general foreman.

In order to comply with OSHA's "competent person" requirements, the individual designated must have at least two qualifications. He or she must have a good working knowledge of the respiratory protective equipment being used at the worksite and must have sufficient authority to promptly prevent and correct hazardous conditions at the site.

### **Respiratory Protection Program**

The site-specific Program Administrator will ensure the implementation of a written respiratory protection program with required worksite-specific procedures and elements for required respirator use.

A. At any job site where the use respirators are necessary to protect the health of our workers, the respiratory protection program will include, as a minimum, the following elements:

- Procedures for selecting the respirators
- Medical evaluations of employees required using respirators
- Fit-Testing procedures for tight-fitting respirators
- Procedures for proper use of respirators
- Procedures for inspecting and care of the respirators
- Training employees about respiratory hazards
- Training employees on the use and limitations of respirators

- Procedures for evaluating the Program

B. At any job site where respiratory use is not required, the following must be included:

- KDF will provide an appropriate respirator for any employee requesting the use of one as long as the use of such respirator will not in itself create a hazard.
- Whenever anyone is allowed to use a respirator, all of the provisions of Paragraph A above will be applicable.

### **Program Evaluation**

The site-specific Program Administrator will periodically assess the effectiveness of the respiratory protection program during all phases of operation in which respirators are being used. Frequent walk-through inspections during these activities will be conducted to monitor and document supervisor and worker compliance with the requirements of the program. In addition, this evaluation will include regularly consulting with employees who wear respirators concerning fit, comfort, and other factors. The general assessment of the overall respiratory protection program will also include specific evaluations of respirator cleaning, inspection, maintenance, repair, storage, and use procedures to ensure that the desired results of these operations are consistently achieved.

### **Corporate Program Administrator**

In order to assure the timeliness of the Company's written respiratory protection program, it will be evaluated and updated as necessary to reflect any changes in workplace conditions, respiratory equipment, or regulatory standards.

Duties of the Corporate Program Administrator include:

- Identifying work areas, processes or tasks that require workers to wear respirators
- Assess the effectiveness of the respiratory protection program during all phases of operation that respirators are being used in accordance with their certifications.
- Selection of respiratory options
- Administering the medical surveillance program.
- Maintaining records required by the program
- Updating the written program as needed

### **PURCHASE OF APPROVED EQUIPMENT**

In order to comply with the provisions of OSHA's standard on Respiratory Protection, 29 CFR 1910.134, all respiratory protective equipment purchased by KDF will have been tested by the National Institute for

Occupational Safety and Health and will carry a NIOSH approval number for that specific respirator assembly.

KDF is required to provide a cartridge with an "End of Service Life Indicator (ESLI)". If ESLI cartridges are not available, a "Cartridge Change Schedule" must be developed from data provided by the manufacturer. In the event neither an ESLI cartridge nor a Cartridge Change Schedule is feasible, the employees must be provided with a supplied-air respirator.

## **RESPIRATOR SELECTION**

In selecting the correct respirator for a given circumstance, the following factors must be taken into consideration:

- **Nature of the Hazard:** In order to make subsequent decisions, the nature of the hazard must be identified to ensure that an overexposure does not occur. These include oxygen deficiency, physical properties of the hazard, chemical properties of the hazard, physiologic effects on the body, actual concentrations of the toxic substances, the Permissible Exposure Limits (PEL), and the warning properties.
- **Nature of the Operation:** For proper respirator selection, it is necessary to know the details of the operations, which require employees to use respiratory devices. These include operation or process characteristics, work area characteristics, materials used or produced during the process, the employee's duties and actions, and any abnormal situation characteristics, which may necessitate alternate respirator selection.
- **Location of the Hazardous Area:** This is important in the selection process so that a backup system may be planned if necessary. Respirable air locations must be known prior to entry into a hazardous area so escape or emergency operations may be planned.
- **Time Respiratory Protection is Required:** The length of time a respirator will have to be worn by an employee is a factor which must be evaluated. This is most pronounced when using SCBA Equipment, where, by definition, the air supply is finite. However, time is also a factor during routine use of air-purifying respirators when the employee's breathing and comfort become effected by a clogged filter cartridge which needs changing.
- **Employee's Health:** Effective usage of a respirator is dependent on an individual's ability to wear a respirator, as determined by a physician. Most respiratory devices increase physical stress on the body, especially the heart and lungs. Care should be taken to ensure that a medical determination has been made that an individual is capable of wearing a respirator for the duration of the work assignment. (See paragraph 14.0 of this procedure).
- **Work Activity:** The type of work activities to be performed while wearing a respirator is vitally important in the respirator selection. The proper respirator will be one, which is least disruptive to the task being conducted yet providing the desired protection.
- **Respirator Characteristics, Capabilities and Limitations:** Tables 1 and 2 have been reproduced from ANSI Z88.2-1980. They provide a description of various respirator characteristics, capabilities and limitations.
- **Protection Factors:** The protection afforded by respirators is dependent upon the seal of the facepiece to the face, leakage around valves, and leakage through or around cartridges or canisters.

Depending on these criteria, the degree of protection may be ascertained and a relative safety factor assigned. Protection factors are only applicable if all elements of an effective respirator program are in place and being enforced.

## **Comfort**

Once KDF has selected the type of respirator to be used, and this selection will be based on the respiratory hazards to which the worker will be exposed as well as workplace and user factors that affect respirator performance and reliability, the selection process should give consideration to the fit and comfort of the respirator.

KDF need only provide enough respirator choices to obtain an acceptable fit among the employees who are required to wear a respirator. If just one respirator model and size provides the acceptable fit, then only that one model and size respirator is sufficient.

An assessment of comfort should include the following points:

Chin properly placed	Fit across Nose Bridge
Positioning of mask on nose	Strap Tension
Room for safety glasses	Room to talk
Distance from nose to bridge	Tendency to slip
Cheeks filled out	Hindrance to movement

KDF will permit each employee who uses a filter respirator to change the filter elements whenever an increase in breathing resistance is detected and shall maintain an adequate supply of filter elements for this purpose.

## **ISSUANCE OF EQUIPMENT**

When practical, respirators will be assigned to individual employees for their exclusive use and labeled for identification in such a way as not to effect the performance of the respirator.

## **Fitting**

After the employee has been shown how to assess a respirator, he/she must be shown how to put on the respirator, how it should be positioned on the face, how to set strap tension, and how to determine a proper fit.

## **Familiarization**

Once the proper fitting respirator has been selected, the employee should don the device, adjusting the facepiece and applying tension to the straps. He/she should then wear the mask for at least five minutes before taking it off and putting it on several times, adjusting the straps each time to become familiar with the respirator and adept at setting the proper tension on the straps.

**Qualitative Fit-Testing (QLFT) & Quantitative Fit-Testing (QNFT)**

Any respirator designed to have a tight seal along the face must be fit-tested, whether it is used in a positive or negative pressure mode, and whether it is disposable. There are currently two methods acceptable for conducting fit-test for respirator use, the Qualitative Fit-Test (QLFT) and the Quantitative Fit-Test (QNFT). The (QLFT) method is a fast, easily conducted test that can be performed almost anywhere, while the (QNFT) method requires the use of bulky test chambers and very expensive electronic equipment.

Acceptable Fit-testing Methods		
Respirator	QLFT	QNFT
Half-Face Negative Pressure, APR (<100 fit factor)	Yes	Yes
Full-Face Negative Pressure, APR (<100 fit factor) used in atmospheres up to 10 times the PEL	Yes	Yes
Half-Face Negative Pressure, APR (>100 fit factor)	No	Yes
PAPR	Yes	Yes
Supplied-Air Respirators (SAR), or SCBA used in Negative Pressure (Pressure Demand Mode)	No	Yes
Supplied-Air Respirators (SAR), or SCBA used in Positive Pressure (Pressure Demand Mode)	Yes	Yes
SCBA Structural Fire Fighting, Positive Pressure	Yes	Yes
SCBA/SAR -IDLH, Positive Pressure	Yes	Yes
Mouthbit Respirators	Fit-testing Not Required	
Loose-fitting Respirators (e.g., hoods, helmets)		

Note: When full-face air purifying, negative pressure respirators are to be used in atmospheres in which exposure to asbestos fibers are expected to exceed 1 f/cc or 10 times the PEL, they can only be used if they are fit-tested using the Quantitative method (QNFT). Due to the expense and limitation of adequate testing facilities for conducting the Quantitative method (QNFT), the use of full-face air purifying, negative pressure respirators in exposures above 1 f/cc is prohibited.

Only an individual who is qualified by either appropriate training and/or experience to conduct these tests will perform fit-testing. The employee will be fit-tested with the same make, model, style and size respirator that will be used.

## **Fit-Testing**

OSHA requires that tight-fitting facepiece respirators be fit-tested prior to initial use of the respirator, whenever a different facepiece (size, style, model or make) is used, and at least annually thereafter. KDF will conduct an additional fit-test whenever there is a change in the employee's physical condition that could affect respirator fit. This could include (a) a weight loss or gain of 20 pounds or more, (b) significant facial scarring in the area of the facepiece seal, (c) significant dental changes, or (d) reconstructive or cosmetic surgery.

Note: Respirator fit-testing will not be performed on an employee until after a medical evaluation has been conducted and it has been determined the employee is suitable to wear a respirator.

When fit-testing Powered Air Purifying Respirators (PAPR) using the QLFT method, the respirator's facepiece must first be converted into a negative pressure respirator with appropriate filters, regardless of the mode of operation. When higher levels of respiratory protection are needed, the QNFT method must be used.

Qualitative Fit-Testing (QLFT) is based on the wearer's subjective response to the test agent or chemical, of which the three most popular tests are, the irritant smoke test, the odorous vapor test, and the taste test. Fit-testing will be in accordance with the mandatory Appendix A of the Standard. The following represents a brief summary of how to conduct each of these tests.

- **Irritant Smoke Test:** The irritant smoke test is performed by directing an irritant smoke, usually either stannic chloride or titanium tetrachloride, from a smoke tube towards the respirator being worn. If the wearer cannot detect the irritant smoke, a satisfactory fit is assumed to be achieved.

The respirator wearer will react involuntarily, usually by coughing or sneezing, to a leakage around or thorough the respirator. Since this type of test provokes an involuntary response from the employee, it is the preferred testing method when available. In this type of qualitative test, the person administering the test should be interested in any response to the smoke and not necessarily to the degree of response.

When an air-purifying respirator is being tested in this method, it has to be equipped with a high efficiency filter (HEPA) cartridge.

Note: The test substances are irritants to the eyes, skin and mucous membranes. Therefore, the respirator wearer should keep his/her eyes closed during testing.

- **BITREX Test:** The Bitrex™ (Denatonium benzoate) solution aerosol QLFT protocol uses the published saccharin test protocol because that protocol is widely accepted. Bitrex is routinely used as a taste aversion agent in household liquids which children should not be drinking and is endorsed by the American Medical Association, the National Safety Council, and the American Association of Poison Control Centers. The entire screening and testing procedure shall be explained to the test subject prior to the conduct of the screening test.
- **Odororous Vapor Test:** The odororous vapor test relies on the respirator wearer's ability to detect an odororous material, usually isoamyl acetate (banana oil) inside the respirator. The test is performed by passing an isoamyl acetate saturated material around the outside of the respirator. If the wearer is unable to smell the chemical, than a satisfactory fit is assumed to be achieved.

When an air-purifying respirator is tested by this method, it should be equipped with an organic cartridge which removes the test vapor from the air.

Note: This test is solely dependent upon the employee's honest response, since there is no involuntary reaction. For that reason, it is not to be preferred.

- **Taste Test:** The taste test relies upon the wearer's ability to detect a chemical substance, usually sodium saccharin, by tasting it inside the respirator. If the wearer is unable to taste the chemical, than a satisfactory fit is assumed to be achieved.

When an air-purifying respirator is tested by this method, it should be equipped with organic vapor cartridges or offer protection against organic vapors, which removes the test vapor from the air.

Note: This test is totally dependent on the wearer's honest indication of taste. There is no involuntary response, and therefore is not preferred as a method of testing. When conducting this type of test, the person being tested must not be allowed to eat, drink, or chew gum or tobacco for at least 15 minutes prior to taking the test.

### **User Seal Check Procedures (Mandatory)**

The individual who uses a tight-fitting respirator is to perform a user seal check to ensure that an adequate seal is achieved each time the respirator is put on. Either the positive and negative pressure checks or the respirator manufacturers recommended user seal check method shall be used. User seal checks are not substitutes for qualitative or quantitative fit tests.

Facepiece Positive and/or Negative Pressure Checks:

#### *Positive Pressure Check*

Close off the exhalation valve and exhale gently into the facepiece. The face fit is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of

air at the seal. For most respirators this method of leak testing requires the wearer to first remove the exhalation valve cover before closing off the exhalation valve and then carefully replacing it after the test.

### *Negative Pressure Check*

Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s), inhale gently so that the facepiece collapses slightly, and hold the breath for ten seconds. The design of the inlet opening of some cartridges cannot be effectively covered with the palm of the hand. The test can be performed by covering the inlet opening of the cartridge with a thin latex or nitrile glove. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory.

### *Manufacturer's Recommended User Seal Check Procedures*

The respirator manufacturers recommended procedures for performing a user seal check may be used instead of the positive and/or negative pressure check procedures provided that the employer demonstrates that the manufacturer's procedures are equally effective.

Note: Although both the positive and negative pressure tests are considered essential to a good respiratory protection program and should always be used prior to entering an area of exposure, they are recognized solely as a field test and cannot be substituted for the annual qualitative fit-test.

### **Airflow Check**

Prior to fitting or using a PAPR respirator, an Airflow Meter must be used to check the operation of the battery and the flow of air through the power unit and the filter cartridge. The Airflow Meter is nothing more than a graduated plastic tube with a floating plastic ball that attaches to the input side of the filter cartridge on a 3M PAPR and inserts into the outlet side of the power unit on both a Racal and an MSA PAPR respirator. The flow of air through the Airflow Meter moves the floating ball up and down in tube.

This test must be conducted using the individual workers PAPR motor and battery assembly. The ball should indicate airflow of between 4 to 6cfm. If the flow rate is below 4cfm, insufficient airflow is being provided and the unit must be checked. Generally, this is a result of a battery with a low charge or an overloaded filter. Do not use the respirator until this situation has been corrected.

## **TRAINING**

Respirators will not be issued to individuals (this includes company officials, sub-contractors, visitors, customers, etc.) who have not received appropriate respirator training and who do not have a current Physician's Written Opinion on file at the work site.

## **Training Program**

The extent and frequency of employee training depends primarily on the nature and extent of the hazard. As a minimum, all employees and supervisory personnel will be trained in basic respirator practices. It must be remembered the respirators are effective only when they are acceptable to the employee and worn properly. Because proper use depends especially upon the wearer's motivation, it is important the need for the respirator be fully explained.

The basic respirator-training program must include:

- An explanation of the problems involved in misusing the respirator.
- A discussion of the nature of airborne contaminants against which the employee must be protected, and why engineering controls have not been effective in controlling exposure to the point where respirators are not required.
- A discussion of why the respirator which has been selected for this job is the proper device for this particular purpose.
- Instruction on the respirator's limitations, emphasizing such things as oxygen deficiency, toxic contaminants which are immediately dangerous to life or health (IDLH), particulates, such as asbestos, which are not immediately dangerous to life or health, and the need to change filter cartridges when indicated to do so by testing, or when breathing resistance increases to an uncomfortable level.
- Instructions on how to put on the respirator, how it should be positioned on the face, how to set strap tension, and how to wear the respirator comfortably.
- Instructions in the proper care and maintenance of the respirator.
- Field training to recognize and cope with any type of emergency while using a respirator.
- Instructions in how to inspect the respirator and ensure that it is in proper working condition.
- An explanation of the differences between air-purifying and supplied air respirators and how their use is controlled by the amount of exposure.
- A discussion on the value of medical surveillance and air-sample monitoring.
- Instructions on the method of fit testing used and the proper way to conduct positive and negative pressure tests each time the respirator is put on. During this instruction, the wearer must be made to understand that the respirator cannot be used when conditions prevent a satisfactory facepiece-to-face seal. If this condition cannot be corrected, the employee cannot be allowed into the area requiring the use of a respirator.
- Instructions that it is illegal to alter in any way, or to mix parts from one model or manufacturer's respirator to another, and that doing so voids the NIOSH certification of the respirator.

## **Respirator Training Records**

Upon completion of the basic respirator training program, the employee will be required to read and sign a Respirator Training Record attesting to the fact they have received the basic training program and feel confident in their ability to use the respirator properly. The signed and dated Respirator Training Record will then, become a part of the employee's permanent personnel records and will be retained for a period of thirty (30) years following the employees last day of employment.

## **CARE AND MAINTENANCE**

The manufacturer's representative must adequately train personnel responsible for the care and maintenance of respirators. Substitution of parts from different brands or types of respirators invalidates approval of the device. Repairs and adjustments should never be made beyond the manufacturer's recommendations. Under no circumstances should a chemical or substance be used to clean or disinfect a respirator unless the manufacturer has approved that chemical or substance.

### **Cleaning the Respirator**

Respirators must be cleaned after each use and disinfected after each day's use when they are assigned to one individual or after each use if they are assigned to more than one person. The following procedures are recommended for cleaning and disinfecting respirators:

- If required, remove any filters or cartridges.
- Wash facepiece and breathing tube in detergent and warm water (120°) or a cleaning and disinfecting solution. Use a soft brush to facilitate removal of dirt. Cleaning and disinfecting solutions are available from respirator manufacturers or it can be made by using a solution of water and household chemicals, such as two tablespoons of chlorine bleach to one gallon of water, or one teaspoon of tincture of iodine to one gallon of water. A two-minute immersion of the respirator into either solution is sufficient for disinfecting the item.
- Rinse completely in clean, warm water.
- Air-dry in clean air.
- Clean out other parts as recommended by the manufacturer.
- Inspect the valves, head straps, and other parts and replace with new parts if defective.
- Place facepiece in a plastic bag or container for storage in an assigned area.
- When required, insert new filters or cartridges prior to use making sure the seals are tight.

### **Storing the Respirator**

When respirators are assigned to individuals for their specific use, appropriate provisions must be made to provide the user with adequate storage facilities. When they are not being used, respirators must be stored in convenient, clean and sanitary locations in order to protect them against dust, sunlight, heat, extreme cold, excessive moisture, or damaging chemicals. If the respirators are routinely used, they may

be placed in individually sealed in plastic bags. They should be stored in such a way, that the facepiece and exhalation valves are not being distorted. Respirators must not be stored in such places as lockers or toolboxes unless they are in carrying cases or cartons.

### **Inspecting the Respirator**

A competent person should be responsible for inspecting respirators and assuring that they are in satisfactory working condition. Respirators should be inspected before and after each use and at least monthly if not used often. A general inspection checklist should include:

- Tightness of connections
- Condition of facepiece, straps, connecting tubes, and cartridges.
- Condition of exhalation and inhalation valves. If the sides of the exhalation valve gap even slightly, it must be replaced with a new valve.
- Pliability and flexibility of rubber parts. Deteriorated rubber parts must be replaced. Unused rubber parts should be worked, stretched and manipulated with a massaging action.
- Condition of lenses should be checked. Lenses must be tight and scratched or damaged lenses replaced.
- On self-contained breathing apparatus, the charge of the compressed air cylinders should be checked and fully charged.
- Proper functioning of regulators and warning devices.
- On type C respirators, the compressor, warning devices, hoses and attachments. A qualified individual to assure that respirators are properly selected, fitted, used, cleaned and maintained, and must conduct frequent random inspections.

### **MEDICAL REQUIREMENTS**

Employees of KDF will not be assigned to tasks requiring the use or fit-testing of a respirator, unless it has been determined that they are physically able to perform the work and use the respirator.

No employee shall be assigned to tasks requiring the use or fit-testing of respirators if, based on his or her most recent medical examination, an examining physician or other licensed health care professional determines that the employee will be unable to function normally wearing a respirator, or that the safety or health of the employee or of other employees will be impaired by the use of a respirator.

Such employee shall be assigned to another job or given the opportunity to transfer to a different position the duties of which he or she is able to perform with the same employer, in the same geographical area, and with the same seniority, status, and rate of pay and other job benefits he or she had just prior to such transfer, if such a different position is available.

### **Medical Examinations**

Using a respirator may place a physiological burden on an employee that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. Accordingly, the minimum requirements for medical evaluation to determine the employees' ability to use a respirator are:

- Prior to a medical evaluation to determine the employee's ability to use a respirator;
- Prior to a fit-test: and
- At least annually thereafter.

Each procedure of the medical examination and evaluation will be performed by or under the supervision of a physician or other licensed health care professional and will include, as a minimum, a medical and work history with, special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems to determine the presence of any possible respiratory diseases, and a pulmonary function test which will include both the maximum amount of air that can be expired from the lungs after full inhalation (FVC) and the amount of air forcibly expired in one second after full inhalation (FEV 1.0). A chest x-ray, both posterior and anterior, may be required at the discretion of the physician or other licensed health care professional.

The only exception to this requirement for an initial medical examination is if the employee or company can provide adequate records to show that he/she has been examined in accordance with the provisions of this program within the past twelve (12) month period.

# Hazard Communication Program

## PURPOSE

The purpose of this written Hazard Communication Program is ensure that our employees are informed, by means of labels, Safety Data Sheets and Training, of the physical and health hazards to which they may be exposed. This written program meets the requirements of OSHA's Hazard Communication Standard for the Construction Industry, 29 CFR 1910.1200.

## SCOPE

This section applies to all KDF operating units.

## POLICY

It is the policy of KDF to provide a safe workplace for its employees based on guidelines established by the Occupational Safety and Health Administration (OSHA) and other available recommendations.

KDF, as an employer engaged in a business where chemicals are either used or where its workers have the potential for contact with chemicals in their workplace will ensure that the hazards of all chemicals found in the workplace will be evaluated and that information concerning their hazard will be transmitted to all affected employees. Accordingly, this program describes how this criteria will be met.

NOTE: KDF neither produces nor distributes chemicals.

## PROGRAM CONTENT

This written Hazard Communication Program has been promulgated based upon the OSHA Hazard Communication regulations found in 29 CFR 1910.1200, as well as additional requirements instituted by KDF. Components of this written Hazard Communication Program are as follows:

- KDF's written Hazard Communication Program
- OSHA's Hazard Communication Standard
- OSHA's Hazard Communication Inspection Procedures
- An SDS Glossary
- Lists of Regulated Hazardous Chemicals
- Hazardous Chemical Inventory
- Safety Data Sheets (SDS)

- Education and Training Program
- HMIS Labeling System
- Program Forms

## **STATE RIGHT-TO-KNOW**

Many states and local communities have adopted employee "Right-to-Know" laws. Most of these local laws contain not only the provisions of the Federal Standard, but often times go far beyond in their compliance requirements. However, the courts have ruled that the Federal OSHA Standard would preempt all state and community Right-to-Know laws for all employers with respect to those requirements that are covered by the federal standard.

This does not mean that KDF is exempt from all of the requirements of state Right-to-Know laws. According to OSHA, employers need not comply with the labeling, SDS and training requirements of state laws. However, each state law is different, and in some areas additional requirements must still be met; such as, annual reports, community notification of hazardous chemicals, employee's right of refusal to work, additional hazardous chemical sources, etc. Each state and local community must be checked to determine their local requirements regarding hazardous chemicals.

## **Hazard Communication Program**

This written Hazard Communication Program is required by 29 CFR 1910.1200(e); and although the length and complexity of the program may vary from Operating Unit to Operating Unit within the KDF organization, the program must address the issues of the Standard in sufficient detail to ensure that a comprehensive approach to hazard communication has been developed.

## **Availability**

In accordance with the requirements of paragraph (e) of the Standard, a copy of this program is available, upon written request, to all employees, their designated representatives, the Assistant Secretary of Labor and the Director of OSHA. In order to facilitate this availability, a copy of the program is contained in the Corporate Safety Manual, SDS Master Files, in each Field copy of KDF's written Hazard Communication Program Manual, and a copy must be physically located on each job site.

Where employees must travel between workplaces during a work shift, i.e., their work is carried out at more than one geographical location, the written Hazard Communication Program may be kept at the primary workplace facility.

## **HAZARD DETERMINATION**

## Sources

KDF, in evaluating chemicals, shall treat the following sources as establishing that the chemicals listed in them are hazardous:

- a. 29 CFR part 1926, subpart Z, Toxic and Hazardous Substances, Occupational Safety and Health Administration (OSHA); or,
- b. "Threshold Limit Values for Chemical Substances and Physical Agents in the Work Environment," American Conference of Governmental Industrial Hygienists (ACGIH) (latest edition). The chemical manufacturer, importer, or employer is still responsible for evaluating the hazards associated with the chemicals in these source lists in accordance with the requirements of this standard. Chemicals listed by ACGIH in Threshold Limit Values for Chemical Substances in the Work Environment.

These lists provide a base of over 600 regulated substances. KDF is responsible for determining the hazards associated with each of these chemicals when they are used in the work place or shipped by KDF to another location. In addition, OSHA has decided what will constitute a carcinogen under the Hazard Communication Standard, and that is, any chemical listed as a confirmed or suspected carcinogen by the following:

- a. The National Toxicology Program's "Annual Report on Carcinogens;"
- b. International Agency for Research on Cancer's Monographs; and
- c. OSHA's 29 CFR 1926, Subpart Z, Toxic and Hazardous Substances, Occupational Safety and Health Administration.

**NOTE:** The "Registry of Toxic Effects of Chemical Substances" published by the National Institute for Occupational Safety and Health indicates whether a chemical has been found by NTP or IARC to be a potential carcinogen.

## Hazard Assessment

KDF has chosen to rely on the evaluation and determination of the chemical by the chemical manufacturer and importer and the use of the Safety Data Sheet which they have provided, to satisfy the requirements of 29 CFR 1910.1200(d) Hazard Determination.

## Hazardous Chemical Inventory

The Hazardous Chemical Inventory must be site specific!

The Hazardous Chemical Inventory is a list of the hazardous chemicals known to be present using an identity that is referenced on the appropriate safety data sheet (the list may be compiled for the workplace as a whole or for individual work areas)

The designated supervisor will immediately, and throughout the length of the project, conduct an inventory of all chemicals within the work place. Using the appropriate SDS for each of these chemicals, he will make an accurate assessment as to whether or not these chemicals contain a hazardous substance. In the event the SDS shows the chemical to contain a hazardous substance, he will then enter this chemical onto the job site Hazardous Chemical Inventory sheet, completing the inventory form as instructed.

He will then take the necessary steps to ensure that each of these hazardous chemicals are appropriately labeled with an HMIS label and that the chemical's SDS is placed in the Hazardous SDS section of the Field SDS Binder which is located at the job site.

The supervisor will also determine whether or not there are any missing SDS's and that such, if any, have been requested from the Administrator.

The Hazardous Chemical Inventory form, a copy of which is included with this Section, will be the form used to record the job sites Hazardous Chemical Inventory.

## **SAFETY DATA SHEET**

The Safety Data Sheet (SDS) is the primary document in the hazard communication program. The Standard requires manufacturers and importers to provide an SDS with the chemicals they ship and requires employers to have an SDS on each hazardous chemical they use. We cannot overstate the importance of the SDS. This form contains all known hazard and protection information on a hazardous chemical. It is the one place everyone should look before starting any job involving hazardous chemicals and any time there is a question about a particular chemical's risks or means of protection.

### **Acquiring the Safety Data Sheets (SDS)**

The Administrator and the Operating Unit purchasing agent are responsible for obtaining an SDS on each chemical substance or compound entering the work place. The normal procedure for acquiring an SDS will be to place a notice on all purchase orders requiring the supplier to comply with the SDS requirements of the Standard. Indicate on the purchase order to whom the SDS should be sent.

The supplier has thirty (30) days in which to respond. A follow-up letter should be sent if the SDS is not received within the thirty (30) day period. This second request should be accompanied by a telephone call.

If the SDS is not received within ten (10) working days following this second request, a certified letter requesting the SDS should be sent to the supplier. Continued absence of the SDS within the ten (10) working days following the certified letter should result in the filing of a written complaint with the nearest OSHA regional office or appropriate state agency. One other possibility is to seek an alternate supplier who can guarantee an immediate SDS.

Complete documentation must be maintained on all request for an SDS, from the initial request on the purchase order through the letter of complaint with the appropriate regulatory agency, including all telephone calls.

**Note:** One of the most important aspects of state Right-to-Know laws is documentation. Therefore, it is imperative that KDF carefully document all communication with both suppliers and customers when dealing with hazardous chemicals and SDS's.

## **LABELING AND OTHER FORMS OF WARNING**

### Container Labeling (Hazardous Chemicals Only)

Each container of a hazardous chemical in the workplace will have a warning label, tag or will be marked with the following information:

- a. The identity of the hazardous chemical(s) contained therein; and,
- b. An appropriate hazard warning, or alternatively, words, pictures, symbols, or combination thereof, which provide at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical.

The labeling system adopted by KDF is not intended to be the sole or the most complete source of information regarding the nature or identity of the hazardous chemicals within the work place. The identity of the chemical, as it is shown on the label, could be any term the company wishes to use, as long as it also appears on the SDS for that chemical, along with its precise chemical name.

In doing this, it allows the company to use a common term familiar to the employees of this particular company, while still providing them with more extensive information including specific chemical identities on the SDS. This is not true of shipped containers of hazardous chemicals.

The Administrator and the individual in charge of the shipping department are responsible for ensuring that containers of hazardous chemicals that are shipped from the work place are marked with the identity of the chemical, the appropriate health hazard warning, and the name and address of the chemical manufacturer, importer, or other responsible party. This label must not conflict with the

requirements of the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.) and regulations issued under that Act by the Department of Transportation.

If the hazardous chemical is regulated by OSHA in a substance-specific health standard, then KDF shall ensure that the labels or other forms of warning used are in accordance with the requirements of that standard.

KDF will ensure that its personnel will not remove or deface existing labels on incoming containers of hazardous chemicals, unless the container is immediately marked with the required information. There is no need to affix new labels to these containers if existing labels already convey the required information.

KDF will ensure that labels or other forms of warning are legible, in English, and prominently displayed on the container, or readily available in the work area throughout each work shift. For those locations having employees who speak other languages, they may add the information in other languages to the material presented, as long as the information is presented in English as well.

KDF is not required to label small portable containers into which hazardous chemicals are transferred from labeled containers, as long as these portable containers are intended only for the immediate use of the employee who performs the transfer. For purposes of this section, drugs, which are dispensed by a pharmacy to a health care provider for direct administration to a patient, are exempted from labeling.

## **CONTRACTOR NOTIFICATION**

In accordance with the OSHA Standard, all contractual agreements with on-site contractors will contain a notification advising the contractor of KDF's Hazard Communication Program and requiring the contractor to make himself, and those of his employees that will be working at one of KDF's facilities or work sites, to become familiar with the provisions of the KDF Hazard Communication Program.

In the event the contractor will be performing his work in an area where KDF is working with or storing hazardous chemicals, the contractor must be given a verbal orientation on the KDF program by the designated supervisor and the location of the nearest Field SDS Binder, including a copy of KDF's Hazard Communication Program and the Hazardous Chemical Inventory for that area. In addition, each member of the contractor's work party must be given a copy of the Hazard Communication brochure and one of the wallet size HMIS card which they will be required to carry with them while in the work area.

## **DOCUMENTATION AND FORMS**

The passage of the OSHA Hazard Communication Standard has mandated that the employer provide worker training in the area of hazardous chemicals. It has been found that it is not adequate to just provide this training, but it is necessary to have sufficient written documentation that the employee has

received and understood the training. This problem is especially sensitive with unskilled and with non-English speaking workers. Even though all handouts will be printed in both English and Spanish, for those workers who do not speak English, the supervisor must use an interpreter and provide special attention during training to assure that safe work habits are developed.

**HAZARDOUS CHEMICAL INVENTORY  
SPECIFIC TO THIS JOB SITE**

Project Name: \_\_\_\_\_ Job No.: \_\_\_\_\_

**LIST OF HAZARDOUS CHEMICALS AND INDEX OF SDS's**

Hazardous Chemicals	Location Where Being Used/Stored	SDS on File

**HAZARD COMMUNICATION TRAINING LOG**

Operating Unit: \_\_\_\_\_

Job Name: \_\_\_\_\_ Job No: \_\_\_\_\_ Supervisor: \_\_\_\_\_



# Heat Stress Program

## PURPOSE

There are a number of steps that can be taken, either alone or in combination with others, to reduce and control the hazards of heat stress in the workplace. These guidelines are designed to aid in that task.

## SCOPE

This section applies to all KDF operating units.

## POLICY

Occupational heat-related disorders and accidents must be prevented. Although OSHA does not have a specific standard on heat exposure at this time, a heat stress program will be implemented whenever a heat stress environment exists. If preventive measures are not effective, worker monitoring and control measures will be implemented.

## GENERAL

Although no one questions that there is an association between heat stress and occupational accidents, it is difficult to predict just who will be affected and when. Two people can work at the same job, under the same conditions, and while the heat will affect one, the other will not. Age, weight, physical fitness, metabolism, alcohol or drug use, and medical condition are some of the determining factors affecting a person's sensitivity to heat and susceptibility to heat disorders. Even the type of clothing worn must be considered. In addition, the measurement of a hot environment involves more than just measuring the ambient air temperature: radiant heat, air movement, and relative humidity are all factors that must be determined.

Heat-induced occupational illnesses, injuries and reduced productivity occur in situations in which the total heat load exceeds the capacities of the body to maintain normal body functions without excessive strain. Many of the bodily responses to heat exposure are desirable and beneficial. However, at some level of heat stress, the workers compensatory mechanisms will no longer be capable of maintaining body temperature at the level required for normal body functions. As a result, the risk of heat-induced illnesses, disorders and accidents substantially increases.

## HEAT DISORDERS

Heat stress causes body reactions, and as we have mentioned above, there are four environmental factors that affect the amount of stress a worker faces in a hot work area temperature, humidity, radiant heat (such as from a furnace or live steam pipes), and air movement. The body reacts to high external temperature by circulating blood to the skin, which increases skin temperature and allows the body to give off its excess heat through the skin. However, if the muscles are being used for physical labor, less blood is available to flow to the skin and release the heat.

Sweating is another means the body uses to maintain a stable internal body temperature in the face of excessive heat. However, sweating is effective only if the humidity level is low enough to permit evaporation and if the fluids and salts lost are adequately replaced. Of course there are many steps a person might choose to take to reduce the risk of heat stress, such as moving to a cooler place, reducing the work pace or load, or removing or loosening some clothing. But this is not always practicable or possible during the work situation.

If the body cannot dispose of excess heat, it will store it. When this happens, the body's core temperature rises and the heart rate increases. As the body continues to store heat, the individual begins to lose concentration and has difficulty focusing on a task, he may become irritable or sick, and often loses the desire to drink. The next stage is most often fainting and then possible death if the person is not removed from the heat stress environment. The heat disorders listed here and in Table 1, can pose special hazards to a workers safety and health:

### **Heat Stroke**

Heat stroke, the most serious health problem for workers in hot environments, is caused by the failure of the body's internal mechanism to regulate its core temperature. Sweating stops and the body can no longer rid itself of excess heat. Signs include: mental confusion, delirium, loss of consciousness, convulsions or coma; a body temperature of 106° or higher; and hot dry skin which may be red, mottled or bluish. Victims of heat stroke will die unless treated promptly and correctly. Even while medical help is being called, the affected worker must be removed immediately to a cool area and his/her clothing soaked with cool water. The worker should be fanned vigorously to increase cooling. Prompt first aid can prevent permanent injury to the brain and other vital organs.

### **Heat Exhaustion**

Heat exhaustion develops as a result of loss of fluid through sweating when a worker has failed to drink enough fluids or take in enough salt or both. The worker with heat exhaustion still sweats, but experiences extreme weakness, giddiness, nausea or headache. The skin is clammy and moist, the complexion pale or flushed and the body temperature normal or slightly higher. Treatment is usually simple: the worker should rest in a cool place, and drink liquids. Severe cases, involving workers who vomit or lose consciousness, may require longer treatment under medical supervision.

### **Heat Cramps**

Heat cramps, which are painful spasms of the bone muscles, are caused when workers drink large quantities of water but fail to replace their body's salt loss. Cool, electrolyte replenishing drinks are readily available and make excellent beverages to prevent heat cramps. These drinks should be available on all job sites and workers should be encouraged to consume them.

### **Heat Fatigue**

Heat fatigue or fainting may be a problem for the worker who is not acclimatized to a hot environment, even though that worker may do nothing but stand still in the heat.

Victims usually recover quickly after a brief period of lying down and receiving something cool to drink. Moving around, rather than standing still, will usually reduce the possibility of fainting.

### **Heat Rash**

Heat rash, also known as prickly heat, may occur in hot and humid environments where sweat is not easily removed from the surface of the skin by evaporation. When extensive or complicated by infection, heat rash can be so uncomfortable that it inhibits sleep and impairs a workers performance or even results in temporary total disability. Resting in a cool place and allowing the skin to dry can prevent it.

### **Medical Conditions Aggravated By Exposure to Heat**

Workers who have heart or Circulatory diseases, or those who are on "low salt" diets, pose a very severe problem for working in a high heat stress environment, and should consult with their family physicians prior to working in this type of environment.

### **A HEAT STRESS PROGRAM - WHEN TO IMPLEMENT**

The incidence of heat stress is the result of a variety of factors. The following guidelines contain some of the many factors which may require a heat stress program evaluation and/or program implementation:

- Ambient temperature
- Humidity
- Type of work required - the metabolic heat generated during heavy, moderate or light work.
- Required work clothing - the potential for heat stress increases as the impermeability of the work clothing increases.
- Employee symptoms and/or complaints.
- Employee conditioning and/or acclimatization.

Whenever it has been determined that a heat stress environment exists; then heat stress preventive measures must be implemented. If the heat stress preventive measures are not successful, then worker monitoring will commence. Worker monitoring, will reduce heat stress related injuries by adjusting the work/rest regimen to compensate for the hot environment.

## **HEAT STRESS PREVENTIVE MEASURES**

Heat stress is the combination of environmental and physical work factors that constitute the total heat load imposed on the body. One of the best ways to reduce heat stress on workers is to minimize the amount of heat in the workplace. However, there are some work environments where heat production is difficult to control, such as steam lines that cannot be shut down, high temperature or humidity work sites, and radiant heat from the sun or a furnace. However, most heat related health problems can be prevented or the risk of developing them reduced.

When unacceptable levels of heat stress occur, there are generally only six approaches to a solution:

- modify the environment;
- modify the clothing or equipment;
- modify the work practices;
- modify the worker by heat acclimatization;
- modify production with a work/rest regimen; and
- modify the worker's knowledge of working in a hot environment.

### **Engineering Controls**

A variety of engineering controls, including ventilation and spot cooling by local exhaust ventilation at points of high heat production, may be helpful. Shielding may be required as protection from radiant heat sources. Evaporative cooling and mechanical refrigeration are other ways to reduce heat by engineering controls. The use of extra Air Filtration Devices (AFD) can be added to increase the turnover rate of interior air and heat. Take-off points at the top of the enclosure will also help in removing heat. Cooling fans can also reduce heat in hot conditions. Shutting down hot steam lines or eliminating steam leaks will also help, as will equipment modifications, such as the use of mechanical equipment to reduce manual labor.

### **Administrative Controls**

There are many times when engineering and other controls are not practical, and administrative controls must be instituted for worker protection. One administrative control is limiting the work time by prescribing a stay time based on the work, environment, and clothing requirements. Stay times are generally selected to be conservative because they are (1) based on approximations of the heat stress and (2) designed to protect most workers. As a result, most workers can work beyond the stay time, and some workers can go much longer.

## **Work Practices**

Work practices, such as providing a period of acclimatization for new workers and those returning from two weeks of absence, can help reduce the risks of heat disorders. Making plenty of drinking water available at the workplace and urging workers to drink as much as possible both before going into containment and after leaving containment is another method used to reduce heat stress. In high heat stress environments, an employee can lose as much as one quart of liquid per hour. Wherever possible, some type of product that has been formulated to replace the electrolytes and match the weight of the body fluids lost by the sweating process should be used. This is necessary to enable the body to quickly absorb replacement minerals. Products of this type include Quickkick, Sqwincher, and Gatorade.

Training supervisors to recognize and be able to correctly treat heat stress disorders is absolutely essential. Prospective workers physical conditions should also be considered when determining their fitness for working in a hot environment. Older workers, obese workers, and those workers taking some type of medication are usually at a greater risk.

## **Acclimatization**

Acclimatization to the heat through short exposures followed by longer periods of work in the hot environment can reduce heat stress. New employees and workers returning from an absence of two weeks or more should have a five-day period of acclimatization. This period should begin with a less than normal workload and time exposure on the first day and gradually build up to normal workload and exposure on the fifth day.

## **Employee Training**

For both employees and supervisory personnel, heat stress training is the key to good work practices. If all employees do not understand the reasons for using appropriate work practices to prevent heat stress, the chances of this program succeeding are greatly reduced. A good heat stress training program for employees should cover at least the following components:

- Knowledge of the hazards of heat stress.
- Recognition of predisposed factors, danger signs, and symptoms.
- Awareness of first-aid procedures for and potential health effects of heat stress.
- Employee responsibilities in avoiding heat stress. Dangers of the use of drugs, including therapeutic ones, and alcohol in a hot work environment.
- Proper use of protective clothing and equipment.
- Purpose and coverage of environmental and medical surveillance programs and the advantages of worker participation in such a program.
- The importance of maintaining body fluids at normal levels.

- The benefits and factors of acclimatization.
- The components of the heat stress program.

*HEAT DISORDERS*

<b>Disorder</b>	<b>Symptoms</b>	<b>Predisposing Factors</b>	<b>Treatment</b>	<b>Prevention</b>
Sweat Rash (prickly heat)	Tiny red and patchy blisters on skin.	Unrelieved exposure to humid heat and continuously sweaty skin	Clean and dry the skin, apply mild drying lotions, and institute work-rest regimen.	Allow skin to dry in cool place before re-exposure.

Heat Cramps	Painful spasms of arm, leg, and stomach muscles.	Heavy sweating during hard work; loss of body salt.	Drink salted liquids; give intravenous infusion for quicker relief. SALT TABLETS SHOULD NOT BE USED	Ensure adequate salt intake
Heat Fatigue	Impaired performance of skilled, sensor, motor, mental, or vigilance Jobs.	Lack of acclimatization; occurs more frequently among unskilled employees.	No specific recommendations unless accompanied by other heat illness.	Acclimatization and training for work in hot environments.
Heat Exhaustion	Fainting, blurred vision, fatigue, nausea, headache, giddiness; clammy moist skin; pale facial color.	Sustained exertion, lack of acclimatization; dehydration.	Remove to cooler area; have victim rest in a recumbent position with knees raised or in a seated position with head down; have victim drink salted liquid or ingest small quantities of semi-liquid food. EVERY HEAT EXHAUSTION CASE SHOULD BE TREATED AS A POTENTIAL HEAT STROKE CASE.	Acclimatization; intermittent activity; ensure adequate salt intake.
Heat Stroke	Confusion, irrational behavior, loss of consciousness, convulsions, extremely high body temperature (104°F) and rising. CONDITION FATAL IF TREATMENT DELAYED. Other signs: Partial or complete failure of sweating mechanism, hot dry skin (usually red, mottled or cyanotic).	Sustained work in heat by un-acclimatized workers; lack of physical fitness; obesity and recent alcohol intake; dehydration; chronic respiratory disease.	Call for MEDICAL ASSISTANCE IMMEDIATELY. Move patient to cool area; meanwhile, initiate immediate and rapid cooling in chilled water while administering massage or wrap patient in wet sheet and fan vigorously with cool dry air.	Medical screening of all heat exposed workers, selection based on health and physical fitness; acclimatization for 5-7 days by graded work and heat exposure; monitoring of workers during sustained work in severe heat.

**PERMISSIBLE HEAT EXPOSURE THRESHOLD LIMIT VALUES**

(Values are given in degrees Fahrenheit WBGT)

	WORKLOAD		
Work-Rest Regimen:	Light	Moderate	Heavy

Continuous	86.0	80.1	77.0
75% Work, 25% rest each hour	87.1	82.4	78.6
50% Work, 50% rest each hour	88.5	85.5	82.2
25% Work, 75% rest each hour	90.0	88.0	86.0

# **Bloodborne Pathogen Program**

## **PURPOSE**

To make certain that our employees are duly aware of the hazards of blood exposure or other potentially infectious materials.

## **SCOPE**

This section applies to all KDF operating units.

## **POLICY**

To present information on the nature of bloodborne diseases in an effort to assist our employees in reducing or eliminating their potential exposure to blood borne pathogens in their work environments. This procedure will ensure compliance with 29 CFR 1910.1030.

## **REGULATORY COMPLIANCE**

A copy of the Bloodborne Pathogen Standard, 29 CFR 1910.1030 will be made available to all employees at each work site. KDF employees will be able to review the standard and obtain a copy at any of the following locations.

- Corporate Health and Safety Office
- Site Safety Office
- Site Superintendents Office

## **Construction Industry**

Even though the Bloodborne Pathogen Standard is basically an industrial standard, and the construction industry, as a whole, is exempted from the Standard, there is often an unrecognized employee category to which the Standard does apply even in the construction industry. This is the company employee who has the potential for occupational exposure, the employee performing basic first aid.

## **Exposure Determination**

It is KDF's policy that only employees who have been appropriately trained in first aid and bloodborne pathogens and who have the necessary protective equipment available are authorized to assist in the treatment of first aid injuries. No other KDF employee is to make any effort to assist in the first aid treatment of an injury, including efforts to clean the wound, stop the bleeding, bandage the injury, etc.,

nor is any other employee authorized to assist in the clean-up after an accident in which an employee has been injured, including the removal of blood stains, blood splattered equipment, or first aid materials. All KDF personnel must strictly adhere to this policy.

## **TRANSMISSION OF BLOODBORNE PATHOGENS**

Illness or disease related to bloodborne pathogens is transmitted through blood and other body fluids including semen, vaginal secretions, loose skin, and body tissue. KDF personnel must recognize that these products are potentially harmful and take precautions against contact and/or exposure.

Occupational exposure to bloodborne disease such as Human Immunodeficiency Virus (HIV), the Hepatitis B Virus (HBV), and other infectious Hepatitis strains are most often transmitted through breaks in the skin or mucous membranes. This usually occurs through needle sticks or other contaminated broken sharp objects, human bites, or having blood or other body fluids enter existing cuts, abrasions, or body cavities.

## **EXPOSURE CONTROL PLAN**

As a direct requirement of the Standard, KDF has established the following written Exposure Control Plan, which is designed to eliminate or minimize employee exposure. This Exposure Control Plan will be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which may affect occupational exposure. Each KDF employee will have access to this Plan.

The project superintendent has responsibility for program implementation and compliance at his or her specific job site:

- maintaining the list of employees who have specific responsibilities for the Exposure Control Plan at this site;
- insuring that the Universal Precautions program is initiated immediately at the beginning of each project and overseeing this program throughout the duration of the job;
- maintaining and updating the lists of job tasks in which occupational exposure may occur;
- ensuring that personal protective equipment is available in all appropriate locations and that adequate work controls are initiated and maintained; and
- insuring that all contaminated and potentially contaminated equipment and materials are effectively decontaminated or appropriately disposed of.

Copies of this program may be reviewed and/or obtained at the following locations:

- Corporate Health and Safety office;

- Regional Manager's office;
- Operating Unit Manager's office; and
- Site superintendent's office at the job site.

### **Universal Precautions**

KDF has mandated following the "Universal Precautions." This is a concept in which it is universally accepted that all human blood and most human body fluids will be treated as if they are known to be infectious for HIV, HBV, and other bloodborne pathogens. These precautionary measures will be taken on every job site to ensure that:

- employees do not contact blood or other infectious materials; and
- all body fluids will be treated as potentially infectious materials.

### **Precautionary Measures**

Since there is always the potential for accidents in the work place and at project sites, when these incidents involve potentially infectious materials, protecting human health and safety is the primary consideration for all employees involved in the incident. Important precautionary steps for all employees to follow in this situation include:

- Avoid all contact with blood or other bodily fluids (i.e., vomit, saliva);
- Wear appropriate PPE when there is a potential to make contact with potentially infectious materials;
- Warn employees in surrounding area of the potential hazards;
- Provide essential first aid only if appropriately trained, approved, and equipped to do so;
- Report all exposure incidents to supervision; and
- See that all equipment and surfaces contaminated with blood or other body fluids are appropriately decontaminated or suitably disposed of.

### **Engineering Controls and Work Practices**

Engineering controls utilized at the job site must include:

- the use of tools, such as a dust pan and brush, to sweep-up all materials suspected of being contaminated and placing them into the proper waste bag;
- the use of mechanical implements, such as hand extension apparatus, tongs, or other grasping devices, to pick up suspect materials; and
- provide an approved disinfectant for the immediate decontamination of suspect materials.

The following work practices must also be implemented on each project:

- provide hand-washing facilities with potable water, which are readily accessible to potentially exposed employees;
- provide soap, antiseptic hand cleanser, and disposable towels or antiseptic towelettes;
- require employees to wash their hands immediately after removing potentially contaminated gloves or other personal protective equipment;
- ensure that employees wash any area of the body, and flush mucous membranes with water, as soon as possible after contact with blood or other potentially infectious materials;
- utilize procedures involving clean-up of blood or other potentially infectious materials to ensure that splashing, spraying, splattering, and generation of droplets are minimized;
- prohibit employees from using mouth pipetting/suctioning of blood or other potentially infectious materials; and
- any item of equipment which may be contaminated as a result of being involved in an accident in which an employee was injured will be examined prior to taking any additional action. Equipment found to be contaminated will either be decontaminated or it will be appropriately labeled and disposed of.

### **Personal Protective Equipment**

A kit, containing personal protective equipment (PPE) required by the bloodborne pathogen standard must be readily available at all KDF facilities and job sites. This protective equipment must not allow blood or other potentially infectious materials to pass through to workers' clothing, skin, or mucous membranes. The equipment in this kit will include:

- Latex gloves (minimum)
- Safety glasses (minimum)
- Protective Clothing (minimum)
- Liquid splash goggles (preferred)
- Full-face shield (if potential to splash on face and in mouth)
- CPR mask with one-way exhalation valve (for use only by trained personnel)
- biohazard waste disposal bags
- a copy of the Exposure Incident Investigation Report

In accordance with OSHA requirements, the contents of this kit and our first aid kits should be certified as adequate by a licensed physician or must meet "Minimum Requirements for Industrial Unit-type First-aid Kits" referenced in ANSI Z308. If these kits are purchased commercially, the manufacturer should obtain the certification.

### **Housekeeping Practices**

Worksites must be maintained in a clean and sanitary condition with efforts being made to ensure the following:

- in the event that any equipment, environmental, or working surfaces should come into contact with blood or other potentially infectious materials, they will be immediately cleaned and decontaminated;
- all contaminated work surfaces will be effectively decontaminated, with an appropriate disinfectant, as quickly as possible and certainly before the end of the work shift; and
- all biohazard contaminated waste, which is to be disposed of, will be placed into red biohazard waste containers.

## **BLOODBORNE PATHOGEN HAZARD COMMUNICATION**

Communication of the hazards associated with blood, blood products, or other potentially infectious material is extremely important. Biohazard warning labels must be affixed to containers of regulated waste. Labels must also be affixed to containers used to store, transport, or ship blood or other potentially infectious material. Labels must include the universal biohazard symbol and be fluorescent orange or orange-red with lettering or symbols in a contrasting color.

In most situations, KDF personnel will discard all potentially infectious material in red biohazard marked bags or containers, which may be substituted for labels. After an exposure incident occurs and potentially infectious material has been generated and containerized in red bags or containers, it will be the responsibility of the project supervisor to contact his or her Regional Manager for direction on the proper disposal of infectious or potentially infectious material.

## **DECONTAMINATION**

Equipment and other surfaces, which have been contaminated with blood or other body fluids, must be decontaminated. Equipment and surfaces should be initially washed with a 10 percent bleach/water solution, then rinsed with clear water until all visible blood and body fluids has been cleaned up. The water generated during the decontamination can be disposed in the sanitary sewer or absorbed on paper towels for disposal. All solid waste generated should be added to the "Red BioHazard Bag" waste stream.

## **EXPOSURE INCIDENT INVESTIGATION**

In an effort to ensure that we can take the proper steps to prevent exposure incidents, it will be the responsibility of the Regional Manager to investigate each exposure incident as quickly as possible after being made aware of the incident. This investigation should contain the following information:

- the date and time the exposure incident occurred;
- the exact location within the facility or job site the incident occurred;
- what potentially infectious materials were involved in the incident;

- what is the source of the potentially infectious material;
- what activity was being performed when the incident occurred;
- details of exactly how the incident was caused;
- the personal protective equipment being used at the time of the incident;
- the actions taken as a result of the incident; and
- documentation of the disposal of waste products.

# Cold Stress Program

## PURPOSE

To describe the causes, symptoms, treatment and/or prevention of cold-related illness and injuries.

## SCOPE

This section applies to all KDF operating units.

## POLICY

KDF recognizes that work must be performed in various weather conditions, including cold climates. In order to minimize cold related illnesses and injuries, site supervisors will be made aware of the symptoms of cold stress and the environmental conditions that lead to cold related illnesses and/or injuries, and the steps necessary to prevent their occurrence.

## GENERAL INFORMATION

When the temperatures of the surrounding air or water are much colder than the workers body temperature, the body's physical processes must increase to maintain a thermal balance. Shivering is one method in which a body is attempting to generate heat.

Shivering, pain and numbness are not trustworthy indicators of cold exposures, because prolonged cold exposure numbs all of the body's sensations. Wind chill temperature is a better means of evaluation as it takes into account the winds ability to strip heat from the body through convection.

Protective clothing that becomes wet with perspiration or from rain or water will cause heat loss through conduction. As an example, Personnel are at an extreme cold stress hazard if they are performing spill clean-up in boats in cold weather situations. Should they fall into the cold water, their body's heat loss will be extremely fast.

## COLD INJURY

The following are some of the cold stress problems that may arise whenever an individual is working under adverse weather conditions and does not acknowledge his or her symptoms quickly enough. Each of these conditions can cause severe pain and, if not alleviated quickly, can lead to amputation and even death.

## Trench Foot

Trench Foot occurs as a result of extended exposure of the feet to cold and moisture. The capillary walls of the feet are injured, resulting in tingling, itching and pain. Blisters may form followed by ulceration of the skin.

## Frost Nip

This is when superficial freezing is localized to the extremities, such as ears, nose, toes, and fingers. Initially there is a dark bluish color due to bleeding, which occurs under the skin. This bleeding is extremely dangerous in that it can become gangrenous very easily. Workers experiencing frost nip are susceptible to future injury and should avoid becoming chilled.

## Frostbite

This occurs when the moisture in the skin actually freezes, forming ice crystals, resulting in often-permanent damage to the skin cells. The injured area becomes red and then blue/red. A burning pain is noted initially, then the pain decreases and numbness sets in. The skin becomes waxy pale in appearance because of the lack of oxygen. The ears, nose, toes and fingers are most susceptible. Damaged areas can become gangrenous resulting in the loss of tissue, fingertips and toes.

## Hypothermia

Hypothermia occurs when heat production in the body is not sufficient to replace heat lost to the environment. The results are a lowering of the core body temperature, the pulse rate slows down, muscular weakness occurs, mental abilities dull and the worker becomes uncoordinated. Signs of hypothermia are evident at 95° F body core temperature and consciousness is lost between 89.6° and 86.0° F. At lower core temperatures, there is an excellent chance of cardiac arrest.

Exposure to cold water decreases the body core temperature rapidly and consciousness is quickly lost. Personnel working on or over water should be acutely aware of the danger of immersion during cold weather.

Hypothermia results in a dulling of the senses and could result in poor decision making. Workers that are exposed to extreme cold should not be given tasks that are critical to both their health and safety as well as the health and safety of others.

## **PREVENTION**

### Education

All personnel must receive adequate training on cause, symptoms, and most importantly, methods of prevention of cold stress illnesses and injuries.

### Adequate Clothing

Prevention of hypothermia and other cold injuries is best accomplished by protecting workers from cold and moisture. Adequate clothing is the most important factor in prevention of illness or injury. Personnel working on land should layer clothing with the outer layer being wind and water-resistant. The layers should be capable of being vented at wrist, neck and waist to reduce wetting by perspiration. Feet should be kept dry and socks must be changed when they become wet. Gloves that protect the hands from cold but allow freedom of movement are necessary. Never allow bare skin to contact metal surfaces at sub-zero temperatures.

### Acclimatization

A limited degree of acclimatization can occur from exposure and working in a cold environment. Some physiological changes do occur, but people also learn how to more effectively protect themselves from temperature extremes.

### Fluid Replacement

Cold weather does cause significant water loss as a result of dryness in the air. Fluid intake should be increased to prevent dehydration, which directly affects blood volumes and limits blood flow to the extremities. Warm, sweet, caffeine-free, Non-alcoholic drinks and hot soups offer the best fluid replacement as well as providing caloric energy.

### 6Work-Rest Regimens

When temperatures are less than 20° F, either actual or wind-chill, heated warming shelters should be made available. Workers should use these on a regular basis throughout the work shift.

### Diet

As with any work in extreme temperatures, personnel should be instructed to eat a well-balanced diet to replace those calories burned off by the extreme temperatures. This diet should also provide the necessary vitamins and nutrients the body needs during these types of weather conditions.

### Dress in Layers

Outdoors, indoors, in mild weather or in cold, it pays to dress in layers. Layering your clothes allows you to adjust what you're wearing to suit the temperature conditions. In cold weather, wear cotton polypropylene or lightweight wool next to the skin, and wool layers over your undergarments.

In warm weather, stick to loose fitting cotton clothing. For outdoor activities, choose outer garments made of waterproof, wind resistant fabrics, such as nylon. And, since a great deal of body heat is lost through the head, always wear a hat for added protection.

### Keep Dry

Water chills your body far more rapidly than air or wind. Even in the heat of summer, falling into a 40° F lake can be fatal in a matter of minutes. Always take along a dry set of clothing whenever you are working (or playing) outdoors. Wear waterproof boots in damp or snowy weather, and always pack raingear even if the forecast calls for sunny, dry skies.

### Co-Workers Should Check on Each Other

The effects of hypothermia can be gradual, and often go unnoticed until it's too late. If you know you'll be working outdoors for an extended period of time, take the precaution of asking one or two of your co-workers to check up on you from time-to-time. Ask your co-workers to check you for overexposure to the cold, and then do the same for your co-workers. Check for shivering, slurred speech, mental confusion, drowsiness, and weakness. If anyone shows any of these symptoms, he or she should get indoors as soon as possible and warm up.

# Tag Out / Lock Out Policy

## PURPOSE

To establish a procedural guideline which will ensure employee protection against inadvertent operation of mechanical equipment, energizing of electrical circuits, and release of pressurized or chemical fluids, including steam and water, while performing work on, or in the immediate vicinity of, motor driven, electrical, or pressurized equipment.

To prevent injury or death to personnel by requiring that certain precautions be taken before servicing, repairing, removing equipment, insulating or conducting demolition, renovation or maintenance of asbestos-containing materials in the immediate vicinity of live voltage.

## SCOPE

This section applies to all KDF operating units.

## POLICY

Every effort will be made to eliminate potential situations where the unexpected energizing, start-up, or release of stored energy or electrical current, or the release of pressurized or chemical fluids would be likely to endanger personnel.

Unless otherwise noted in the contract, the appropriate representative of the customer and/or facility in which the work area is located, will be requested, prior to the start of work, to de-energize and render inoperative, all mechanical equipment, electrical circuits, and vessels containing chemicals or pressurized fluids in the immediate vicinity of the work area, and have locks or tags attached at all points where such equipment, circuits, or pressurized vessels can be energized.

KDF personnel will assume responsibility for this task only in those instances when required to do so by the contract document or the appropriate representative of the customer and/or facility is not available.

## TRAINING

All affected employees must be instructed in the purpose and trained in the use of energy controlled procedures. This training must include at least the following:

- recognition of hazardous energy sources;
- the type and magnitude of the energy available;

- the methods and means necessary for energy isolation and control;
- the energy controlling device is not to be removed without authorization from the individual who installed it; and
- the energy-controlling device is never to be ignored or defeated in anyway.

Retraining is required when there is a change in energy control procedures or when a new hazard is introduced.

## **GENERAL**

One of the major causes of amputations and fatalities in the work place today, is the accidental starting of machines and processes while employees are working on them. The need for an effective Total Energy Deactivation Program is often times learned too late after a serious accident has already occurred. Procedures for deactivation of energy sources are often referred to as locking and tagging, Zero Energy State, or total energy isolation. A common error in such procedures is the failure to recognize the need to isolate all energy sources. Plant procedures limited to shutting off the power at the main disconnect switch may only de-energize one energy source. Proper employee protection can be ensured only if all energy sources are identified and methods developed to eliminate the potential exposure from every source.

The complexity of modern industrial processes and equipment exposes employees to a variety of energy sources that can be hazardous. Some power sources that employees should be protected against include, but are not limited to:

1. Electrical Circuits
2. Hydraulic Systems
3. Pneumatic Systems
4. Combustible Gas Systems
5. Gravity Systems

An unexpected or sudden release of any of these energy sources can expose employees to moving equipment, electrical shock, burns, gases, fluids or hazardous materials. For proper employee protection, exposure to all power sources and/or hazardous materials must be positively eliminated.

When repairs or procedures require employees to work inside or around equipment for which guards may be temporarily removed or other safety devices by-passed, provisions for a positive method of deactivating all energy sources will be used.

An effective total energy deactivation procedure can prevent many serious injuries involving maintenance and service personnel. Procedures are effective only when supervisors and employees alike make a sincere commitment, and management enforces the prescribed procedure.

A Lock Out/Tag Out procedure is provided in paragraph 8.0 of this section. Where complexity requires a more comprehensive procedure it shall be developed, documented, and then implemented.

### **SUPERVISOR RESPONSIBILITY**

The responsibility of all supervisory personnel will be as follows:

Instruct the appropriate representative of the customer and/or the facility in which the work area is located, prior to the start of work, to de-energize and render inoperative, all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work area; Request the above individual to have appropriate locks or tags attached to all points where such mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids can be energized; In those instances when the above activities cannot be carried out by a representative of the customer and/or the facility, it will be the direct responsibility of the supervisor to ensure and coordinate the implementation of these activities by a competent individual. In some cases, this may involve the hiring of an outside electrician or plumber.

Instruct their employees in the content and application of this standard. This will include the purpose and use of Lock Out/Tag Out Procedures, the recognition and application of adequate methods and means of isolation of all hazardous energy sources, and the proper procedures for safely re-energizing equipment when the work is completed; Provide locks and tags specifically identified for the Lock Out/Tag Out program; Coordinate the continuation of Lock Out/Tag Out protection through shift or personnel changes; and Follow-up periodically to assure compliance with this standard.

### **EMPLOYEE RESPONSIBILITY**

Employees will be responsible for knowing and following each of the established safety procedures, applicable to his/her own safe performance while on the job.

All employees have a responsibility to immediately report all unsafe conditions to their supervisor.

### **LOCK OUT / TAG OUT PROCEDURES**

The following procedures should be followed in sequence when it is necessary for KDF personnel to be directly involved in a Lock Out/Tag Out (energy control) operation:

Each supervisor on the job should be provided with an individual safety lock and one key, as well as a supply of Tag Out cards. If more than one supervisor is assigned to a task, each supervisor will be

responsible for placing his/her own lock and Tag Out so the controls or electrical system cannot be operated.

Pre-plan the operation to assure notification of all affected parties. If the controls are so located that only one lock can be accommodated, and more than one lock is required, a multiple lockout device should be used.

Before allowing work to begin in the immediate vicinity of mechanical equipment, electrical circuits, or vessels or pipes containing chemicals or pressurized fluids, the main switch and/or valve for the given unit, circuit, or pipe, must be de-energized and locked out in a safe position and tagged accordingly. The purpose of the tag is to identify the individual who must authorize the removal of the safety precautions.

If a machine or equipment has to be shut down, then the procedures established by the manufacturer for the shutdown of the machine or equipment must be followed. An orderly shutdown must be utilized to avoid any additional or increased hazards to employees as a result of the equipment stoppage.

All energy isolating devices that are needed to control the energy to the item to be shutdown must be physically located and operated in such a manner as to isolate the item from its energy source.

It may be advisable to have an electrician pull the fuses from the main disconnect switch for the mechanical equipment or the electrical circuit to provide an additional safety factor for employee protection.

All potentially hazardous stored or residual energy shall be relieved, disconnected, restrained & otherwise rendered safe. If there is a possibility of re-accumulation of stored energy level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.

The person making the Lock Out should make every effort to verify that the equipment or circuits have been de-energized.

All other personnel who have a need to use the Lock Out should add their lock and tag and should verify the equipment or circuits have been de-energized.

When work extends beyond the shift on which the Lock Outs were put on, they should be removed by the outgoing supervisors and replaced by the incoming supervisors prior to commencing work. Each incoming supervisor should then verify the equipment or circuits are in fact de-energized.

Supervisors who finish their work assignment before the job is completed should each remove their own lock and tag. When the entire job is finished, the last lock and tag should have been removed. Locks and tags should only be removed by the individuals placing them.

## **TEMPORARY REMOVAL**

When it is necessary to temporarily remove the energy controls in order to test the item that has been shut down, the procedure must be as follows:

- clear away tools and other obstructions;
- verify that employees have been moved away from the danger;
- remove the energy controls (Lock out/tag out device);
- energize the item and proceed with the testing; and
- when the test is completed, de-energize and re-apply the control measures.

## **KEY ITEM CHECK LIST FOR TAG OUT I LOCK OUT**

**Yes No Key Item**

### **Tag Out / Lock Out**

- Is a Tag Out / Lock Out procedure in place?
- Has the primary responsibility for Tag Out / Lock Out been placed with the facility owner?
- Have all affected employees received adequate training in the Tag Out / Lock Out procedures?
- Has an individual been made responsible for the Tag Out / Lock Out procedures?

### **Energy Sources**

- Have employees been protected against live electrical circuits?
- Have employees been protected against operating hydraulic systems?
- Have employees been protected against operating pneumatic systems?
- Have employees been protected against combustible gas systems?

- Have employees been protected against gravity systems?

**Energy Control Procedures**

- Has a safety lock, key and lockout device been provided to the job site supervisor?
- Has a Tag Out / Lock Out Tag been filled out and attached to the control device?
- If a machine or piece of equipment is involved, has it been isolated from its energy source?
- Are the manufacturer's recommendations being followed for the shutdown of equipment?

**Temporary Removal**

- If it is necessary to temporarily remove energy controls, have all tools and other obstructions been cleared away?
- Have you verified that all employees have been moved away from the danger area before removing the energy controls?
- Is only the individual who tagged out or locked out the energy controls, or another authorized person, the only people allowed to remove the controls?

# Confined Space / Vessel Entry

## PURPOSE

These guidelines have been developed to assure the safety and health of our personnel who must enter confined spaces to perform work. Because of the seriousness of the potential for safety or health hazards, these are very stringent guidelines, which must be adhered to at all times.

## SCOPE

This section applies to all KDF operating units.

## POLICY

All persons involved in an operation requiring entry into confined spaces are responsible to see that this procedure is followed. Management will instruct all affected employees in the nature of the hazards involved, the necessary precautions to be taken, and the use of protective and emergency equipment required.

## GENERAL

Injuries and fatalities may occur if certain essential precautionary measures are not taken when entering a confined space. This instruction is provided to make KDF management and all employees aware of Confined Space Entry requirements. The detailed requirements to be met by all personnel involved with confined space entry are contained in this procedure. It covers most Confined Space Entry situations. Those, which present unique conditions, will be addressed by management and the Safety Department as required.

Whenever possible, management should investigate the possibility of doing the work outside the confined space to avoid exposing KDF employees to the hazards inherent in confined space entry. All KDF employees required to enter into confined spaces shall be instructed as to the nature of the hazards involved, the necessary precautions to be taken, and in the use of protective and emergency equipment required.

For KDF, confined spaces include, but are not limited to such items as vaults, excavations, dust collectors, manholes, bins, containments, boilers, pits, catch basins, tanks, silos or tunnels. When in doubt, contact your safety office so that a field determination can be made by qualified safety personnel. Each facility in which KDF works will likely employ differing methods of identifying confined spaces. KDF management must inquire as to the method of identification that is being used at a specific facility.

## Definitions

### Definition of a Confined Space

The definition of a confined space includes an enclosure or compartment that:

- is large enough and so configured that an employee can bodily enter and perform assigned work; and
- has limited or restricted means for entry or exit; and
- is not designed for continuous employee occupancy.

### Definition of a Permit Required Confined Space

A permit required confined space means a confined space that has one or more of the following characteristics:

- contains or has the potential to contain a hazardous atmosphere;
- contains a material that has the potential for engulfing an entrant;
- 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, or
- contains any other recognized serious safety or health hazard.

### Definition of an Entry Supervisor

Entry Supervisors are individuals selected by the Operating Unit management to be responsible for determining the class of entry, whether or not acceptable entry conditions are present, directing the steps to be followed for issuance of an entry permit, determining rescue provisions, issuing the Confined Space Entry Permit, overseeing entry, and terminating entry. This individual must be familiar, by training and experience, with the safety, health and rescue requirements necessary for work in confined spaces.

### Definition of an Outside Attendant

Outside Attendant means an individual stationed outside one or more permit required confined spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the Company's Confined Space Entry Program.

### Definition of an Authorized Entrant

Authorized Entrants are employees who are authorized by the Company to enter a permit required confined space.

### **Potential Hazards**

Some of the hazards, which may be encountered by personnel working in confined spaces, include, but are not limited to, the following:

- Toxic vapors
- Flammable gases
- Oxygen deficiency
- Electric shock from installed and portable electric equipment
- Injury from mechanical equipment inside of the confined space.
- Physical hazard such as falling and slipping
- Hazards resulting from steam, water, chemical, etc. lines being opened into the confined space.

### **DETERMINATION OF CONFINED SPACE**

Before any action is taken to enter a confined space, an Entry Supervisor must make a determination as to whether or not the physical characteristics of the confined space indicates it is merely a confined space or mandates it to be a Permit Required Confined Space. This determination will be made using:

- the characteristics of a permit required confined space as defined in paragraph 4.2 of this section; or
- the customer's designation that the space is permit required.

### **Written Program**

When a confined space has been determined to be a permit required confined space and the Company has decided that its employees will enter this space, than a copy of this written program, which complies with 29 CFR 1910.146 and 1926.21(b)(6) must be present at the work site and must be available for inspection by the employees and their authorized representatives.

### **Warning Signs**

Immediately upon designating the space as a permit required confined space, the Company must notify exposed employees by posting the following warning signs:



## TESTING THE ATMOSPHERE

Before an employee enters a 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. Tests must be made with the appropriate monitoring equipment. The person authorized to monitor the atmosphere must be trained in the proper use, calibration, and care of the monitoring instruments and must remain at the site until all monitoring is completed.

If tests indicate the atmosphere is initially safe, but the work may produce a hazardous atmosphere from such processes as cutting and welding, disturbing of accumulated sludge, or use of solvents, entry without respiratory protection will only be permitted subject to additional atmosphere testing by authorized personnel.

If tests indicate that the atmosphere is unsafe, the confined space must be ventilated until the hazardous atmosphere is removed, prior to employee entry.

**WARNING:** There can be no hazardous atmospheres within the confined space whenever any employees are inside the space. If there is reason to believe that changes have occurred, additional monitoring shall be performed.

## Employee Observation

Employees, who are Authorized Entrants to enter a permit required confined space, must be given the opportunity to observe the testing of the confined space before entry is made. Employees or their representatives are also entitled to request additional monitoring at any time.

## CONFINED SPACE ENTRY PERMIT

Before any employee is allowed to enter a tank or other permit required confined space, an Entry Supervisors authorization must be obtained and a Key Item Check List - Confined Space Entry form must

be initiated. In the event the customer's provided confined space entry permit is not acceptable, the entry permit will be provided by KDF. This Permit will not be completed without the following:

- Prior to issuing the confined space permit, an SDS for each of the chemicals, which were recently used in the space or vessel, must be obtained;
- The necessary testing as indicated in paragraph 6.0 of this section;
- If after ventilating the space, tests indicate a non-respirable atmosphere (less than 19.5 percent oxygen) or levels of toxic contaminants hazardous to health, no person will be allowed to enter unless equipped with an approved air-line respirator complete with escape bottle or a self-contained breathing apparatus, safety harness, and lifeline and has been properly trained in the use of that equipment. Operating Unit Manager approval must be obtained prior to entry with supplied air.
- The Authorized Entrant entering the space must wear protective clothing if the contaminant can cause dermatitis, chemical burns, or can be absorbed through the skin.

The Confined Space Entry Permit will not be issued unless all of the following provisions have been made for:

- An Entry Supervisor has been designated for overall responsibility of the confined space entry;
- Assigning an Outside Attendant that is in good physical condition and who has received the proper training in the Outside Attendant's procedures and duties;
- An adequate rescue and retrieval procedure has been developed and implemented;
- There is someone readily available who has been trained in cardio-pulmonary resuscitation (CPR);
- The number of Authorized Entrants who will enter the confined space are kept to a minimum;
- All Authorized Entrants who will enter the confined space are physically and mentally capable of working in a confined space. In other words, they have no known physical restrictions or aversion to working in close confines;
- The Outside Attendant, the Authorized Entrants, and the rescue and retrieval personnel have been made to understand the hazards of the confined space and are instructed as to the necessary precautions to be taken.

The completed permit will be posted in a conspicuous place near the point of entry.

### **Employee Participation**

The Company must consult with and provide all of the necessary permit information to any of its employees who will be affected by the Confined Space Entry Permit.

### **DUTIES OF THE ENTRY SUPERVISOR**

This individual must be familiar, by training and experience, with the safety, health and rescue requirements necessary for work in confined spaces.

- Entry Supervisors are responsible for determining the class of entry;
- they determine whether or not acceptable entry conditions are present;
- they direct the steps to be followed for issuance of an entry permit;
- they develop the rescue and retrieval plan;
- they may issue the Confined Space Entry Permit; and
- they oversee the entry and if necessary, terminate the entry.

## **DUTIES OF THE OUTSIDE ATTENDANT**

Because of the possibility of having to respond to an emergency in more than one permit space at the same time, a single Outside Attendant cannot be used to monitor more than one confined space.

### General Duties

- be aware of the product that was last contained in the confined space as defined on the Confined Space Entry permit;
- be aware of the type of material or processes in the surrounding area; make certain that a Confined Space Entry Permit has been issued for the confined space you are assigned to. Also make certain that the entry permit is signed by an authorized person, the precautions noted on the permit have been satisfied, and that it has the current date, time and location on it;
- if the Outside Attendant must leave the area at any time and for any reason, he must have a qualified replacement there before he leaves. If this is not possible and he must leave, the entry must be terminated and all of the Authorized Entrants must vacate the confined space;
- make certain that all equipment is in good working condition. If not, it must be replaced or repaired before entry;
- ensure that all equipment in the confined space is the proper equipment specified by the permit precautions. For example, if the precautions require explosion-proof lighting, make certain the lighting is explosion-proof and not regular 12V or 110V;
- it may be necessary for the Outside Attendant to utilize an alarm device, such as an air horn, whistle, etc. If an emergency were to arise, the Outside Attendant can use the alarm device to either alert the persons inside the confined space or to seek help. List on the accompanying Confined Space Emergency Rescue and Retrieval Plan where emergency notification should be made and which rescue / emergency service will be utilized for rescue;
- The Outside Attendant must remain at the opening to the confined space where he can maintain either visual or voice contact with persons inside. If it is necessary for the Outside Attendant to be located where quick access to the emergency system is difficult, a radio or equally effective communication device must be utilized by the Attendant to enable quick communications with the rescue teams;
- when a Confined Space Entry Permit is issued and requires the use of supplied-air equipment, the Outside Attendant will also have supplied-air equipment on site and be trained in its use;

- the Outside Attendant should know the number of Authorized Entrants working inside the confined space. When the space is vacated, he should make certain that all personnel that were inside are now accounted for outside the space;
- the Outside Attendant is responsible for maintaining the Confined Space Entry and Exit Log(s);
- when the work is complete inside the confined space or the shift ends, the Outside Attendant should notify the Entry Supervisor that all personnel have vacated the confined space;
- it must be understood by all Authorized Entrants that they must obey evacuation orders or job requirements that are passed on by the Outside Attendant;
- where possible, the assigned Outside Attendant should wear some type of bright and easily identifiable outside garment or vest, such as a fluorescent orange traffic vest, to easily distinguish him as the Outside Attendant.

### **Unauthorized Persons**

The Outside Attendant must prohibit anyone from entering the permit required confined space unless they are an Authorized Entrant or a member of an appropriately equipped and trained rescue team;

- the Outside Attendant must take the following actions when an unauthorized person approaches or tries to enter the confined space while entry is underway:
  - a) warn the unauthorized person that they must stay away from the confined space;
  - b) advise the unauthorized person that they must exit immediately if they have entered the confined space; and
  - c) inform the Authorized Entrants, the Entry Supervisor, and if the unauthorized person is an employee or representative of the client, then the client also of the unauthorized entry into the confined space.

### **Evacuation of the Confined Space**

The Outside Attendant must be prepared to have the confined space evacuated immediately under any of the following conditions:

- the Outside Attendant detects a prohibited condition;
- the Outside Attendant detects the behavioral effects of hazard exposure in an Authorized Entrant;
- the Outside Attendant detects a situation outside the confined space that could endanger the Authorized Entrants; or
- the Outside Attendant can no longer effectively and safely perform all of the duties required of him.

The Outside Attendant must summon the emergency / rescue team immediately upon his determination that an Authorized Entrant(s) may require assistance to escape from the confined space.

**WARNING:** At no time should the Outside Attendant attempt a rescue in an emergency situation prior to sounding an alarm and assuring a response to that alarm. Regardless of the situation, the Outside Attendant will not enter the confined space unless he is appropriately trained, adequately equipped, and has been properly relieved by another trained Outside Attendant.

## **DUTIES OF AUTHORIZED ENTRANTS**

### **General Duties**

- Authorized Entrants must be able to understand the hazards they may be exposed to during their entry into a confined space, including the signs, symptoms and consequences of the exposure;
  - they must be trained in and be able to properly use the equipment required by the permit;
  - Authorized Entrants must be able to communicate with the Outside Attendant as necessary to enable the Attendant to monitor the Entrant's status and to enable the Attendant to alert the Entrants of the need to evacuate the space if necessary;
- the Entrants must be able to alert the Outside Attendant whenever they recognize any warning signs or symptoms of exposure to a dangerous situation;
- the Entrant must be able to communicate with the Outside Attendant as quickly as possible if he detects a prohibited condition;
  - the Entrant must be prepared to evacuate the confined space immediately if he:
    - a) receives an order to evacuate from the Outside Attendant or the Entry Supervisor;
    - b) recognizes any warning sign or symptom of exposure to a dangerous situation;
    - c) detects a prohibited condition; or
    - d) hears or sees an evacuation alarm that has been activated.

## **KEY ITEM CHECK LIST FOR CONFINED SPACE ENTRY**

The preparation of the Key Item Check List for Confined Space Entry may require a joint effort by both the customer and KDF, and should include at least the following:

- Purging and removal of contents:

Every effort must be made to make the confined space as safe to enter as possible before an entry is made. This may require purging, ventilation, pumping, flushing etc. as required, and remote from the confined space.

- Isolation:

All lines, which may discharge into the confined space, shall be physically disconnected upstream and capped or isolated. The use of an in-line shutoff valve as the sole means of isolating the confined space from any line is prohibited.

- Lock Out / Tag Out:

All electrical, hydraulic, pneumatic, etc., apparatus in or associated with, the confined space (i.e., mixers, conveyors, pumps, motors, etc.) must be tagged and locked in the "OFF" position. This must be done for any entry, even though the work may not be being performed on the apparatus itself. It is the duty of the KDF supervisor to ensure that the proper lockout procedures have been performed.

- Security of Covers:

All manhole and clean-out covers shall be removed and the openings maintained clear of any obstructions. All access openings must be barricaded. When hinged doors or covers are provided, they shall be secured so that they cannot be closed while someone is inside of the confined space.

- Vehicles and Pedestrians:

During planning and execution of the Confined Space Entry, special precautions shall be made to ensure that vehicles cannot enter or cover the entry openings. Precautions shall also be made to ensure that pedestrian accidental entry into the confined space cannot happen. The barricades mentioned in the previous paragraph may suffice to provide warning and protection to the public.

- Atmospheric Testing:

Normally the customer will perform the initial testing of the atmosphere using approved and properly calibrated instruments to assure that 10% of the lower explosive limit (LEL) is not exceeded. The confined space shall also be tested to ensure that the oxygen content of the space is at least 19.5% for a normal entry. If toxic vapors are suspected, they shall also be properly tested to ensure that the exposure level does not exceed the level of protective equipment and OSHA specified limits.

- Hotwork:

KDF is not normally involved in hot work process. In the event that it is necessary KDF will comply with the established Hot Work permit system of the customer.

## **Monitoring**

Continuous monitoring of the atmosphere will be required when the nature of work to be performed introduces, or has the potential to introduce, hazardous conditions to the personnel within the confined space. The instruments used for continuous automatic monitoring are to be provided with an audible and visual alarm to warn when the permissible amounts of flammable or toxic vapors or oxygen deficiency are exceeded.

### **Explosive Atmosphere**

In potentially explosive or flammable atmosphere, non-sparking tools and portable vapor-proof electric lighting not exceeding 12 volts must be used. Smoking, open flames, and cutting or welding will be prohibited.

### **Ventilation**

If required, the area is to be thoroughly ventilated. Special care should be taken to ensure that circulated air will reach isolated pockets and prevent recirculating contaminated air. Provisions shall be made to provide for adequate fresh air during the entire time personnel are inside a confined space. Under some conditions, such as a tunnel or large diameter tank, a system of blowing and exhausting air is to be used.

The confined space shall be ventilated to prevent the accumulation of:

- Flammable vapors in the atmosphere above 10% of the LEL.
- Concentrations of combustible dust.
- Toxic and other contaminants.
- Oxygen excess or deficient atmospheres.

### **Air Supply**

If the integrity of the atmosphere in the confined space cannot be guaranteed, a primary breathing air supply is required. Approved breathing apparatus connected to this primary air supply through a manifold can be used. The use of a canister type mask, which operates on the principle of chemical absorption or mechanical filtration, shall not be used.

### **Special Tools**

Special consideration must be given to tools that are to be used within a confined space. Some of these special considerations are as follows:

- Hand tools are to be of the spark-proof type and electrical power tools and equipment explosion proof where a possibility of flammable vapors or gasses exists.

- All portable electrical power tools and extension cords are to be grounded, in good repair and protected by a ground-fault circuit interrupter. If a flammable atmosphere may be present, electrical equipment taken into the confined space must be explosion proof or be air operated.
- In lieu of ground-fault circuit interrupter protection, battery or transformer equipment operated at 12 volts or less may be used.
- A ladder may be used as a means of entering and exiting provided it does not obstruct the opening. A hoist or other suitable means may be used with the proper approvals. A ladder is required in all confined spaces deeper than four feet. The ladder shall be secured, and not removed until all employees have exited the space.

### **Equipment for Confined Space Entry**

Equipment for Confined Space Entry including personal protective equipment, such as coveralls, impervious gloves, boots, face and eye protection, etc., must be used as required by the nature of the operation to be performed.

Each worker inside a confined space with only an overhead means of egress must wear a safety harness with a lifeline attached. If needed, KDF can provide a fall arrest device and retrieval system for vertical confined space entry work.

Under certain conditions, a lifeline shall be attached to either a harness or wristlets. The other end of the lifeline is to be securely anchored outside the confined space. In some cases, it is advisable to have a fall arrest device on a tripod or fastened by other suitable means above the confined space.

### **Emergency Entry**

In the event of a sudden life-threatening or otherwise potentially dangerous situation requiring immediate action which involves entry into a confined space as defined in this procedure, and in the absence of time to complete testing and ventilation procedures, the atmosphere will be considered as unsafe to enter without the use of an approved air-supplied breathing device.

### **TRAINING**

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

Affected employees must be trained in all aspects of the purpose and use of the Confined Space Entry Procedures. The employees must be trained in the use and purpose of all personal protective

equipment. The training must include simulated emergencies during which respirators will be donned and rescue procedures practiced.

### **Documentation**

The Company must certify that the required training has been accomplished. This certification shall include the employee's name, the signature of the trainer, and the dates of the training. This certification must be made available to the employees and their authorized representatives.

### **CONFINED SPACE ENTRY AND EXIT LOG**

The Authorized Entrants within the permit space must be tracked by means of a roster that will enable the Safety Watch (Attendant) to determine quickly and accurately for the duration of the Permit, which authorized entrants are inside the permit space. The Confined Space Entry and Exit Log satisfies this requirement.

The requirements for the Confined Space Entry and Exit Log are, that it:

- must be attached to the Confined Space Entry Permit;
- must continue to be a part of that Permit throughout the duration of the Permit;
- must identify the Safety Watch by name, and in the event the Safety Watch is relieved, must also identify the individual relieving the Safety Watch;
- must identify each entrant by name and social security number; and
- must continuously track each entrant by logging the Time In and Time Out.
- Must be retained for at least 12 months following its expiration so that it may be utilized for an annual program review

# CONFINED SPACE ENTRY PERMIT

Job Site: \_\_\_\_\_ Job No: \_\_\_\_\_

Location/Description of Permit Space: \_\_\_\_\_

Shift: \_\_\_\_\_ Shift Supervisor: \_\_\_\_\_

Entry Authorized: From: \_\_\_\_\_ To: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Authorizing Entry Supervisor: \_\_\_\_\_

Printed Name of Outside Attendant: \_\_\_\_\_

## TYPE OF ENTRY: (Permit Valid for One Shift Only)

( ) Entry with Special Precautions ( ) Entry with Restrictions ( ) Entry without Restrictions

*(If Entry with Special Precautions, must use full OSHA Permit Required Confined Space Entry Procedures)*

**PURPOSE OF ENTRY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## INITIAL ATMOSPHERIC TESTING: (Analysis and/or Sampling Equipment Used)

Type	Serial No.	Date calibrated	By Whom
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**KNOWN HAZARDS:** \_\_\_\_\_

Pre-Entry Atmospheric Testing:	Finding	Time	Initials
• Oxygen Content	_____ %	_____	_____
• Flammable Gases and Vapors	_____ %	_____	_____
• Toxic Air Contaminant	_____ %	_____	_____
	Specific Contaminant _____		(ppm)

Is Continuous Atmospheric Testing Required? ( ) Yes ( ) No

Is Periodic Atmospheric Testing Required? ( ) Yes ( ) No Intervals: \_\_\_\_\_

## AUTHORIZATION:

( ) ENTRY: Entry is permitted on the date and time and for the duration specified above.

Signature of Authorizing Entry Supervisor: \_\_\_\_\_

( ) CANCELLATION: All entrants have exited the space and this Permit is cancelled.

Signature of Authorizing Entry Supervisor: \_\_\_\_\_

Describe problem(s) encountered during entry: \_\_\_\_\_  
\_\_\_\_\_

Hot Work can be performed within this permit-required space: ( ) Yes ( ) No

Hot Work Permit issued: ( ) Yes ( ) No Number: \_\_\_\_\_ Date: \_\_\_\_\_

Other Permits issued: ( ) Yes ( ) No Type: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENTS:** To be valid, Entry Permit must have following completed attachment(s):

- Key Item Check List for Confined Space Entry ( ) Yes ( ) No Confined Space
- Emergency Rescue and Retrieval plan ( ) Yes ( ) No Confined Space Entry and Exit
- Log(s) ( ) Yes ( ) No

## KEY ITEM CHECK LIST FOR CONFINED SPACE ENTRY

Yes No N/A Key Item

### Confined Space Entry Program

- Have all procedures been reviewed and understood?
- Is it a confined space permit required, and if so, has a written permit been completed prior to entry?
- Have attendants been fully trained in their duties?
- Have entrants been fully trained in their assignment?

### Isolation of Confined Space

- Have Lock Out/Tag Out procedures been followed?
- Are all power sources "OFF" and locked out?
- Has all electrical equipment been bonded and ground?
- Has rotating equipment been locked-out or equivalent?
- Have all supply lines been broken and/or blanked off?
- Have all drain valves been locked-open and tagged?
- Have all contents been removed and space flushed?
- Has area been barricaded and warning signs posted?

### Atmosphere of Confined Space

- Has confined space been purged?
- Have flanges/access doors been removed and/or manholes opened?
- Has continuous ventilation been provided?
- Oxygen level maintained over 19.5% and less than 23.5%?
- Is continuous air monitoring equipment in operation?

### PPE and Safe Work Area

- Have supplied-air, SCBA or other approved respirators been provided?    Are full body harnesses with appropriate D-rings provided?    Has all personal protective equipment been provided?

**Rescue and Retrieval**

- Has a rescue and retrieval plan been prepared?
- Are trained personnel prepared to respond?
- Has rescue equipment been provided at entry point?
- Have alarms and communication devices been tested?
- Have emergency telephone numbers been posted?
- Is a copy of rescue and retrieval plan attached to permit?
- Has rescue team been alerted to work assignment?
- Will unauthorized personnel be prevented from attempting a rescue?

**NOTE:** This list is not intended to be all inclusive; certain jobs may require additional specifications.

Signature of Supervisor completing checklist: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorizing Entry Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

# Personal Protective Equipment

## PURPOSE

To ensure the use of appropriate company approved personal protective equipment by all KDF personnel, visitors and subcontractors who either are, or may be engaged in or exposed to hazardous working conditions.

## SCOPE

This section applies to all KDF operating units.

## POLICY

KDF corporate policy mandates the correct use of appropriate company approved personal protective equipment wherever and whenever there is a potential for exposure, either real or assumed, to hazardous working conditions, or where a hazardous condition exists and a need is indicated for using such equipment to adequately reduce the hazard to its personnel, visitors and/or subcontractors.

## TRAINING

KDF will provide the appropriate training to each employee who is required to wear or use personal protective equipment in the performance of his or her job. Each such employee will be trained to know at least the following:

- when the use of PPE is necessary;
- what type of PPE is required;
- how to properly don, duff, adjust and wear PPE;
- the limitations of the PPE; and
- the proper care, maintenance, useful life and disposal of the PPE.

## HAZARD ASSESSMENT

It is absolutely essential, that before assigning an item of personal protective equipment, each potential hazard to the workers head, eyes, feet, hands, face, skin and lungs be accurately assessed in order to correctly and precisely match the protective equipment to the degree of protection required by the potential hazard.

Assessment Guidelines

In assessing the need for personal protective equipment, the following steps must be taken.

Survey - Conduct a walk-through survey of the work site to identify each and every source of a potential hazard to the worker. The following basic categories should be given major attention:

- Impact
- Penetration
- Compression (roll over)
- Chemical
- Heat or Cold
- Harmful Dust
- Light Radiation

Selection Guidelines - After completing the walk-through survey and analyzing the data collected, the following must be performed:

- determine the type of protective equipment that is currently available;
- ascertain its capabilities and limitations;
- select those items of protective equipment that offers protection greater than the minimum required to protect the employee; and
- assure a proper fit of the selected equipment to the user and provide the necessary education and training in its correct usage.

Size and Fit

When selecting the personal protective equipment, make certain that item of the selected PPE properly fits each affected employee.

### **Reassessment of Hazards**

Workplace hazards should be reassessed on each project or on an as needed basis resulting from the following:

- a change in working conditions, equipment, process or work practices;
- a post-accident or injury investigation; and
- a re-evaluation of the suitability of previously selected personal protective equipment.

### **Controlling the Hazards**

It must be remembered that personal protective equipment alone cannot provide total protection against hazards, but should only be used in conjunction with guards, engineering controls, and sound work practices.

## PERSONAL PROTECTIVE EQUIPMENT

KDF reserves the right to select and/or approve all personal protective equipment used by its employees, visitors and/or subcontractors, and only such equipment issued or approved by KDF will be allowed on its job sites.

### Hard Hats

All personnel must wear KDF issued hard hats at all times when working on construction sites or in a "Hard Hat Area." This includes visitors, subcontractors, engineers, inspectors, and anyone else who has authorization to be on the site. Personnel working on asbestos abatement projects must wear hard hats while in the containment area, and depending upon the location and activities of adjacent areas, to and from the containment.

Hard hats which have been altered by drilling or cutting will not be permitted, nor will those hats which have been altered by the addition of any items on the outside of the hat other than safety, union or site stickers. When it is necessary to use additional personal protective equipment which must be attached to the hard hat, only those hard hats designed for this purpose may be used.

Headband Assemblies - Headband assemblies must be in good repair and should be exchanged whenever they become broken or weakened. The area between the top of the headband and the top of the hard hat should never be used for storage.

The changing around of the headband assembly to enable the hard hat to be worn with the front bill of the hat facing to the rear, is in violation of the manner in which the manufacturer initially stated the MSA V-Guard hard hat was designed to be worn.

Exceptions: This method of wearing the hard hat, i.e. the brim facing the rear, will only be authorized by KDF under the following conditions:

- the hard hat in question is an MSA V-Guard hard hat;
- the user has disassembled and then reassembled the suspension system correctly reversing its orientation from front to back;
- the nape strap of the hard hat's headband now rests on the back of the users head; and
- the user is actively engaged in an activity that would preclude the wearing of the hard hat with the brim facing forward. Examples of such activities would include cutting, brazing or welding while the worker is actually wearing a welder's face shield that attaches to the hard hat.

### Gloves

Where needed, all personnel should wear work gloves in good condition which are suited to the type of work involved. However, employees who are required to operate or work around drill presses, power saws, and similar rotating machinery should not wear gloves.

#### Shoes and Boots

Safety toe shoes are recommended for use by all personnel. All safety shoes should meet nationally recognized standards. When working with wet concrete, workers must wear rubber boots. Shoes and boots must be kept in good repair, and those with worn heels or thin or worn soles should not be permitted. In addition, the wearing of sneakers, sandals, or shoes that have been slit or have holes cut in them, or low-quarter shoes, will not be permitted.

#### Eye and Face Protection

Approved eye and face protection must be worn whenever warranted by the exposure. Safety glasses must be worn in all circumstances where there is an exposure to flying particles, and full-face shields must also be used when doing such work as grinding or chipping.

Welders must wear a welder's hood with lenses, which have the correct color density for the type of welding involved. Welder's helpers must wear the same, or at the minimum, must wear burning goggles with the correct color density lenses.

#### Safety Harness and Lifelines

Safety body harnesses with shock-absorbing lanyards must be worn and used by all employees who are working at elevated levels which are not protected by handrails, or when working from suspended scaffolds.

KDF employees are required to wear and use safety harness to protect them from falling whenever they are exposed to falls from heights of 6 feet or more, when working over machinery, moving equipment or objects posing an impalement hazard, or in the case of entering a confined space, with an attended lifeline.

#### Flotation Vests

U. S. Coast Guard approved flotation vests must be worn by all employees who are working on barges or floating pipelines or plants, or on structures extending over water, that are not protected by adequate handrails. In addition, any employee who is working over the side of a vessel or structure which is extended over water, or in any area where a drowning hazard exists, must wear an approved flotation vest.

## Traffic Vests

Whenever employees are required to work in the immediate Vicinity of moving traffic, all personnel must be required to wear, as a minimum a florescent orange or red traffic safety vest which will be provided by the company.

## PERSONAL WORK CLOTHING

The minimum work clothing that is acceptable for all KDF employees working on a construction site, is long pants, good work shoes or boots, and a shirt that completely covers the workers shoulders and provides adequate protection against such hazards as concrete splash, abrasions to the skin, oil or grease spills, and slag from welding or cutting.

Welders should be cautioned against wearing any type of highly flammable clothing, such as polyesters, double-knits, etc. Clothing that has become tom, ragged, or frayed should not be acceptable, since it presents a hazard of catching on rough corners or machine parts which could cause the wearer to trip or fall.

For the most part, construction workers should wear clothing that is reasonably snug, particularly about the neck, wrists, and ankles. Workers should be cautioned against wearing loose clothing, rings, watches, earrings, other body piercing rings and studs, necklaces or long hair, all of which may catch in power driven equipment.

## MAINTENANCE

Whenever it is necessary, by reason of the potential for hazards or the environment, that employees wear and use appropriate personal protective equipment, this equipment must be maintained in a sanitary and reliable condition.

## Defective Equipment

Defective or damaged personal protective equipment cannot be used and must be replaced before the worker can continue with the work he or she was doing.

## **KEY ITEM CHECK LIST FOR PERSONAL PROTECTIVE EQUIPMENT**

**Yes No Key Item**

**Head Protection**

- Is an appropriate hard-hat policy enforced?
- Are hard-hats maintained in sanitary, reliable condition?
- Are defective or damaged hard-hats replaced?
- Are hard-hats worn properly?
- Are head-bands replaced as required?

#### **Eye and Face Protection**

- Is an appropriate policy for safety glasses enforced with regard to type and application?
- Are safety glasses worn where required?
- Are side shields worn where required?
- Are full-face shields worn where required?
- Are goggles provided when the work requires their use?

#### **Hand Protection**

- Is an appropriate hand-wear policy established?
- Is hand-wear that may cause increased risk of injury prohibited?
- Are appropriate types and weight gloves provided as needed?
- Are appropriate sizes issued when gloves are provided?

#### **Foot Protection**

- Is an appropriate foot protection policy established?
- Is safety-type foot wear worn where required?
- Are construction-style boots worn on construction sites?
- Are rubber boots worn when working in wet areas?
- Has the wearing of sneakers, sandals, or shoes that have been slit or have holes cut in them been prohibited?
- Has the wearing of low-quarter shoes been prohibited?

#### **Special PPE**

- Are welding suits provided where circumstances require them?
- Are DOT orange vests required for workers near road traffic?
- Is there a policy that requires wearing clothing suitable for a construction site?
- Is damaged or torn protective clothing replaced immediately?

# **Welding and Cutting**

## **PURPOSE**

To provide guidelines for the safe operation of welding and cutting equipment, and to itemize some of the fundamental hazards inherent with the use of this equipment.

## **SCOPE**

This section applies to all KDF operating units.

## **POLICY**

All operators of welding and/or cutting equipment must be trained and certified to operate the equipment they will use. Appropriate safety procedures must be reviewed and understood prior to use of this equipment.

## **RESTRICTIONS**

If each of the requirements stated in this section cannot be followed, the welding and cutting will not be performed.

Guarding - If the object to be welded or cut cannot be moved and if the fire hazards cannot be removed, then the fire hazards must be protected by the use of guards to confine the heat, sparks and slag generated by the welding and cutting operation.

Inspections - Before the welding or cutting can be permitted, the area must be inspected by a person who has either the experience and training to authorize the welding and cutting or who has the authority to issue a Hot Work Permit or a Welding and Cutting Permit.

First Aid Equipment - First Aid equipment must be available at all times when workers are performing welding and cutting operations.

## **TRAINING**

Prior to performing any welding or cutting operation, welders, cutters and their supervisors must be suitably trained in the safety procedures recommended by the manufacturer for the use of their equipment.

When working with oxygen-fuel welding and cutting, those workers in charge of the oxygen or fuel-gas supply equipment, including distribution piping systems and generators if applicable, must be instructed and judged competent for such work. A supervisor experienced in oxygen fuel welding and cutting may make this judgment.

Workers who are assigned to use arc-welding equipment must be properly instructed and judged qualified to operate such equipment. A supervisor experienced in arc welding may make this judgment. If gas shielded arc welding is done, the worker must be familiar with the OSHA Standards for welding and cutting, 29 CFR 1910.254(d)(1) and 1910.252(a), (b), and (c).

## **OXYGEN-FUEL WELDING AND CUTTING**

### **BASIC EQUIPMENT**

#### **A. Industrial Gases**

1. Oxygen - Oxygen itself is not flammable, but the presence of pure oxygen accelerates the combustion reaction. Oil and grease, in the presence of oxygen, become highly explosive. Oxygen must not be allowed to contact petroleum based substances.

#### **B. Fuel Gases**

1. Acetylene - Acetylene is an unstable gas when compressed above 15 psig. Acetylene cylinders are filled with a porous material and saturated with liquid acetone. Acetylene, when pumped into the cylinder, dissolves in the acetone and is held in a stable condition. If the acetylene cylinder is stored or used in the horizontal position, the acetone may leak out leaving an explosive mixture of acetylene. It is for this reason, that all acetylene cylinders must be stored and used in the upright or vertical position.
2. MAPP Gas - MAPP is a stabilized mixture of methyl-acetylene, and has considerably less tendency to backfire than acetylene. Maximum allowable use pressure is 94 psig versus 15 psig for acetylene.

#### **C. Safety Equipment**

Cutting goggles with a minimum of No. 4 tint in the lenses, approved welding helmet, clear face shield, leather-welding gloves, long sleeve shirts, and leather apron.

### **SETTING UP EQUIPMENT**

Remove safety caps from the tops of the cylinders. Clean all threaded connections to be sure they are free of dirt, dust, oil, or grease. Carefully attach the regulator to the cylinder valves. Release tension on the regulator and adjust the screws before opening the cylinder valves. Slowly open the fuel gas cylinder valve. Acetylene cylinder valves should be opened a maximum of one full turn. MAPP cylinder valves can be opened completely. Watch the regulator gauges for the pressure, read in pounds per square inch, psig.

Reverse flow check valves must be used at the regular end on both fuel and oxygen hoses. It is strongly recommended that they also be used at the torch end of these lines. These valves are inexpensive and provide a great degree of insurance against the possibility of mixing gases in the hoses and regulator, and of flashback, either of which could result in an explosion.

Remember that you never stand directly in front or in back of a regulator when opening the cylinder valve, and always check for leaks on all threaded connections. If valve handles are missing and it is necessary to use a wrench to open the valves, the wrench must remain in place on the valve while the unit is in use.

## **LIGHTING THE TORCH**

Open the oxygen valve on the torch handle and adjust the oxygen regulator to the desired pressure. Allow the gas to flow a minimum of ten (10) seconds for every fifty (50) feet of hose. Now close the oxygen valve on the torch.

With the regulator valve backed out, open the fuel valve on the cylinder. Remember, for acetylene the valve is only opened a maximum of one full turn. Open the fuel gas valve on the torch and adjust the fuel gas regulator to the desired setting. Purge the lines the same way as described above for oxygen. Now close the fuel valve on the torch.

Hold the torch in one hand and the spark lighter in the other. Open the torch fuel valve approximately one-half turn and ignite the gas. Keep opening the fuel valve until the flame stops smoking and leaves the end of the tip about 1/8". Then slightly reduce the fuel supply to bring the flame back to the tip.

Open the oxygen fuel valve on the torch until a bright neutral flame is reached. If you experience a backfire or flashback, immediately turn off the oxygen valve and then the fuel valve. Begin again by holding the torch in one hand and the spark lighter in the other and proceed from there.

## **SHUTTING OFF THE TORCH**

First shut off the torch oxygen valve and then shut off the torch fuel valve. If this procedure is reversed, a "pop" may occur which will cause carbon to form in the torch. Now close both cylinder valves. Open

the torch oxygen valve to release the pressure in the system. Now close the torch oxygen valve and release the adjusting screws on the oxygen regulator.

## **SAFETY CONSIDERATIONS**

The following safety procedures need to be thoroughly re-emphasized:

- Never use oil or grease on any fittings or apparatus in contact with oxygen. Blowout the cylinder valves before attaching the regulators to the cylinders. Release the adjusting screw prior to opening the cylinder valves, and never stand directly in front or in back of a regulator when opening the cylinder valve: stand so that the cylinder valve is between you and the regulator.
- Always open the cylinder valves slowly. If a wrench is used, keep it on the valve. An acetylene cylinder should never be opened more than one full turn. Always purge the oxygen and fuel passages individually before lighting the torch. Light the fuel gas first before opening the oxygen valve on the torch. And follow the procedures as outlined. Do not take short cuts or use defective equipment.
- Never begin any welding or cutting without the proper permits if they are required by the job site, and always check to see that you have appropriate fire protection equipment immediately available before doing any welding or cutting. Welders must not wear flammable or disposable-type clothing, such as those used in asbestos abatement operations.

## **TRANSPORTING, MOVING AND STORING GAS CYLINDERS**

Valve protection caps must be in place and secured; however, valve protection caps cannot be utilized for lifting cylinders from one vertical position to another.

When cylinders are hoisted, they must be secured on a cradle, sling board, or pallet. They cannot be hoisted or transported by means of a choker sling.

Cylinders can be moved by tilting them and rolling them on their bottom edge, but they should not be intentionally dropped, struck, or permitted to strike each other violently. When transported by a powered vehicle, the cylinders must be secured in the vertical position.

Unless secured to a special carrier intended for this purpose, regulators shall not be on the cylinders when they are moved.

Cylinders must always be stored and used in the upright (vertical) position, with the valve end up, and secured in such a way as to prevent their falling over. When cylinders are empty, when work is completed, or whenever cylinders are moved, the valve must be tightly closed.

Cylinders must be kept far enough away from the actual operations such that sparks, hot slag, or flame cannot reach them. They should not be placed where they can become subject to open flame, hot

metal, or sources of artificial heat and should not be placed where they can become part of an electrical circuit.

Cylinders cannot be used for any purpose other than for what they are intended, nor can any employee of KDF attempt to mix gases in a cylinder.

Oxygen cylinders in storage must be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of twenty (20) feet or by a noncombustible barrier at least five (5) feet high having a fire-resistance rating of at least one-half hour.

Inside of buildings, cylinders must be stored in a well-protected, well-ventilated, dry location, at least twenty (20) feet from highly combustible materials such as oil or excelsior. Cylinders should be stored in definitely assigned places away from elevators, stairs, or gangways. Assigned storage places must be located where cylinders will not be knocked over or damaged by passing or falling objects, or subject to tampering by unauthorized persons. Cylinders must not be kept in unventilated enclosures such as lockers and cupboards.

## **ARC WELDING AND CUTTING**

### **PROTECTIVE CLOTHING**

Welders must wear head and eye protection that is required in the area in which they are working. They must wear appropriate welding helmets, long sleeve shirts, leathers and welders gloves. If grinding, chipping or buffing is done, a face shield must be worn. If respirators are required, these also must be used.

As a minimum, fitters who are working with welders should wear long sleeve shirts, leathers and welders gloves, and appropriately tinted eye goggles or glasses with side shields.

Heli-arc and MIG welding operations emit intense ultraviolet radiation, which can result in third degree burns to exposed skin areas as well as painful flash burns to the eyes. Welding hoods must be checked periodically to ensure they are light tight. Arc gouging generally produces a great deal of slag and hot metal sparks. Additional personal protective equipment, such as boots, Nomex suits and mini-goggles may be appropriate.

Here again, welders and fitters must not wear flammable or disposable suits appropriate to asbestos abatement operations.

### **EQUIPMENT AND INSPECTION**

Equipment must be industrial rated, in good condition, and conforming to the OSHA requirements governing application, installation, and operation of arc welding and cutting equipment. Some, but not all, of the OSHA requirements are repeated in this standard for emphasis. A complete preventative maintenance inspection should be made at least annually by trained and qualified people. The last inspection date should be stenciled on the equipment. Open circuit voltage measurements should also be made annually and stenciled and dated on the equipment.

Before each use, the following items must be inspected:

- All leads for broken or cut insulation;
- Electrode holders for broken insulators or worn holders;
- Oil and fuel levels on gas or diesel powered units; and
- Both power and return leads to ensure they are the same length so that the return lead can be attached as close as possible to the work.

### **ELECTRIC SHOCK HAZARD**

Almost all electric currents present some degree of potential shock hazard. Under optimum conditions, even welding voltages as low as 30 volts can be serious. Operating voltages listed on the ID nameplates are usually much lower than open circuit voltages. Open circuit voltages should not exceed 100 volts DC or 80 volts AC.

AC or DC current can be used for welding, and although both present serious shock hazard, AC is potentially more hazardous. Be certain not to use any equipment that is either wet now or has been drenched recently. Welding units that are powered by AC must be adequately grounded, and in order to change polarity, the unit must be shut down.

Electrodes should never be changed with bare hands or wet gloves, or when standing on a wet floor or grounded surface. Whenever possible, welding receptacles should be interlocked so that the power must be shut off before the plug can be withdrawn. Cables that become worn enough to present a hazard must be replaced immediately. Keep welding cables away from power supply cables and high voltage wires, and do not dip hot electrode holders in water to quick cool them. GFCIs cannot be used on welding machines with DC current.

### **INERT AND TOXIC GAS EXPOSURE**

Many welding procedures require an inert gas, such as argon and/or helium. These gases present an asphyxiation hazard and welders and fitters need to keep these points in mind:

- Large diameter pipe will contain larger volumes of inert gas and greater potential problems;
- Temporary enclosures over field installations should be checked for oxygen level before use, and monitored continuously when in use;

- Argon will register "hot" when checked using an explosion meter, but will measure correctly when using an oxygen meter.

Welders should be familiar with special hazards related to rod coatings containing such items as cadmium, beryllium, and fluorides. Proper ventilation with these rods is very important. Lead, mercury and cadmium require special written procedures. Ventilation in work areas must be checked and should conform to good safety practices. In enclosed areas, such as tanks, vessels, and columns, the safety coordinator should be contacted for appropriate ventilation rates.

## **WELDING/CUTTING IN A CONTAINMENT**

When welding or cutting operations are located within a contained area, such as inside an asbestos abatement containment, there are several areas of concern, which must be given special consideration in order to anticipate problems and take the proper precautions.

## **COMBUSTION**

Combustible materials can be easily ignited from the sparks and extremely hot pieces of metal which are usually present during either a welding or cutting operation. This can be very dangerous when employees are working within an area that is enclosed by plastic material. To avoid this, the following areas must be given special consideration:

- Combustible material in building construction or contents that are located closer than 35 feet to the point of operation.
- Combustibles, which are located, more than 35 feet away from the point of operation, but which are very easily ignited by sparks.
- Wall or floor openings that are within a 35 foot radius of the point of operation which expose combustible material in adjacent areas, including concealed spaces in walls or floors.
- Combustible materials which are located adjacent to the opposite side of metal partitions, walls, ceilings, or roofs and are likely to be ignited by conduction or radiation.

## **FIRE WATCH**

Fire watchers will be required whenever welding or cutting operations are performed in locations where other than a minor fire might develop or any of the above conditions exists. The following requirements for a fire watch are mandatory.

- Each individual selected to perform a fire watch will be trained in how to conduct a fire watch, how to properly use extinguishing agents, how to sound an alarm, and how to evacuate the area when necessary.
- The fire watch cannot perform any other tasks that are not specifically related to the fire safety of the work area while he or she is on duty as a fire watch.

- Fire watchers must have full and recently inspected fire extinguishing equipment readily available.
- Fire watchers must be familiar with the facilities and procedures for sounding an alarm in the event of a fire.
- Fire watchers must watch for fires in all exposed areas. They should try to extinguish only those fires that are obviously within the capacity of the available equipment. Otherwise, they must sound the alarm immediately.
- A fire watch must be maintained for at least one-half hour after completion of the welding or cutting operations to detect and extinguish smoldering fires.
- A fire safety log must be maintained by the designated fire watch. The log must be maintained from the beginning of the operations requiring a fire watch until this operation has ceased to exist. The log should be used solely for the recording of fire and life safety information and must be maintained at the work site where it can be available for review by the local fire department.

The log must contain the following information:

- The date.
- The name and title of the assigned fire watch.
- The time and duration of the fire watch.
- The area assigned to the fire watch.
- An entry describing any fire or life safety problem that was found during the fire watch shift and how it was corrected.
- A statement at the conclusion of each work shift, signed by a supervisor, confirming that a survey of the work site has been made and that any unsafe fire conditions have been rectified. The statement can be very short and to the point. For example: "A visual survey of the work site was conducted and any unsafe fire conditions have been corrected."

## **PERMITS**

Burning permits, Hot Work Permits and Welding and Cutting Permits are normally issued by a representative of the property or facility owner. Welding and cutting could be included in either or all of these three permits, depending on the wording of the permit and how it is used by the owner. A permit of this type is generally issued for specific areas prior to the start of any welding, burning, cutting, grinding or other hot work. The permit is usually issued to the fire watch and will cover one shift period only.

## KEY ITEM CHECK LIST FOR WELDING AND CUTTING

### Yes No Key Item

#### Gas Welding and Cutting

- ( ) ( ) Are cylinders stored, handled and moved properly?
- ( ) ( ) Are cylinders chained and capped as required?
- ( ) ( ) Are employees who handle compressed-gas instructed in the safe use of the cylinders?
- ( ) ( ) Are fuel-gas and oxygen cylinders protected from electric current, heat, sparks, arc contact, hazardous materials, and hazardous weather conditions?
- ( ) ( ) Are manifolds appropriately identified and stored according to the type of gas?
- ( ) ( ) Are hoses and manifolds inspected for damage?
- ( ) ( ) Are torches inspected daily?
- ( ) ( ) Are reverse-flow check flow valves installed?
- ( ) ( ) Are oxygen cylinders, fittings, connectors, manifolds, etc., free of oil and grease?
- ( ) ( ) Are oxygen or fuel-gas cylinders stored in non-restrictive spaces when not in use?

#### Arc Welding and Cutting

- ( ) ( ) Are damaged rod holders repaired?
- ( ) ( ) Are worn or damaged cables repaired or replaced?
- ( ) ( ) Are grounds adequate?
- ( ) ( ) Are the welders adequately trained in welding procedures and safety precautions?
- ( ) ( ) Are adequate disconnects provided?

#### Welding and Cutting on Preservative Coatings

- ( ) ( ) Are flammable and toxic coatings removed prior to welding or cutting operations?

#### Ventilation for Welding and Cutting

- ( ) ( ) Are ventilation systems adequate to reduce welding air contaminants to acceptable limits for the materials used?
- ( ) ( ) Is arc welding prohibited near chlorinated solvents?
- ( ) ( ) Are arc welding operations properly shielded?

#### Fire Protection

- ( ) ( ) Is a fire watch maintained for at least half an hour after welding ends?
- ( ) ( ) Are sufficient fire extinguishers provided?



# General Office Safety

## PURPOSE

To plan our work in such a manner as to prevent the accidents which are a potential within the office.

## SCOPE

This section applies to all KDF operating units.

## POLICY

Each employee will be instructed in general office safety procedures so as to reduce the number of office accidents.

## GENERAL

Safety in the office, like anywhere else in the KDF organization, does not just happen. It is the result of planning and individual effort. Unfortunately, safety in the office is a somewhat neglected area, the assumption being that its accident potential is not as great as other areas of employee activity.

Accidents, however, do occur in offices regularly. Falls from office chairs or the painful bumps against open drawers or sharp edges of file cabinets, etc., do result in painful injuries. The following suggested procedures are for your consideration, in an effort to maintain your safe workplace.

## LIFTING TECHNIQUES

- Know your strength - when in doubt make it a two-person job. Plan ahead; make certain you have a place to put the object.
- Be sure your footing is secure. Use arm and leg muscles, not your back. (This means keeping your back straight and the load close to your body).
- Grasp the object firmly - hold it so that your fingers will not be pinched if the load should shift, and be sure the load does not block your view while walking, and always remember to lift with your legs.
- Place the object down by using arm and leg muscles - rest one corner first so that hands do not get caught underneath.

## PROPER DRESS

- Wear a safe work shoe. A closed toe gives protection while a sensible heel provides proper balance. Heels kept in good repair control slipping. And remember, jewelry can look pretty, but it's bad when it gets caught in equipment.

- Clothing, such as loose ties or baggy sweaters, can easily become caught in any kind of moving equipment.

### **FALLING OBJECTS**

- Be sure your typewriter or computer is securely in place. Vibrations can cause it to perch at a dangerous angle without you realizing it. Elbow room is important. Think of all the items you can knock off your desk with your elbow (pens, pencils, staplers, paper clips, papers, thumbtacks all potential accident hazards).
- Narrow on top of wide/short on top of long. That is the secret of safe piling of telephone directories, papers, boxes, etc. And remember, sharp, pointed objects, when they fall, can become weapons as you grab for them.

### **TRIPS and FALLS**

- Always close file and desk drawers after use.
- Keep the floors free of debris - even a rubber band can cause someone to trip. Use aisles and avoid shortcuts - wastebaskets, phone and extension cords could also be trip hazards.
- Watch your step; in other words "Heads UP!" Reading while you are walking can obstruct your vision.
- Wipe up wet spots - carry beverages in covered containers or on trays to prevent spills. Make your motto "If you spill it, wipe it up!" "If you drop it, pick it up!"
- Do not use rolling chairs as ladders (you want to reach; they want to roll)

### **LADDER ACCIDENTS**

- Use a ladder, not a chair or drawer, when reaching for an object, and always face the front of the ladder, going up or coming down.
- Move the ladder rather than reaching out to the side and stay off of the top two steps. If the ladder will not reach, get a longer ladder.
- Be sure the ladder is on level ground and allow only one person on the ladder at a time. Always have someone hold the ladder while you are on it.

### **FILING and STORAGE ACCIDENTS**

- Avoid overloading the top drawers of filing cabinets. Too much weight near the front of a drawer can cause overbalancing; thus the cabinet can tip forward.
- Always close one drawer before opening another. This could keep the filing cabinet from tipping over or it could keep your head from coming into painful contact with sharp edges.
- Close drawers gently by using the handles. Fingers get pinched if you use top or sides of drawers. Kicking bottom drawers to close them can result in bruised (sometime broken) toes and loss of balance.
- Do not struggle with stuck drawers or doors. That is how you can invite back injury.
- Do not leave chairs or boxes in aisles in front of file cabinets when they are not in use.

## **MACHINE ACCIDENTS**

- Read instructions. Never use a machine that you do not know how to operate, and be sure mechanical guards are in place.
- Be alert for electrical hazards. Current can hurt! If a machine overheats, smokes, or sparks, or you feel a slight shock, pull the plug and report it. Always turn electrically operated machines off whenever you are about to:
  - ( ) begin adjusting them;
  - ( ) apply any type of liquid solutions;
  - ( ) leave the machine for a long period of time or at the end of
  - ( ) the work shift; and
  - ( ) make any type of minor repairs to the machine.
- Always watch your clothing. Loose sleeves, scarves, belts, dangling jewelry, etc., are dangerous near moving parts.
- Check the position of your machines. See that typewriters, computers, duplicators, adding machines, etc., are firmly centered on the working surface.

## **CUTS and PUNCTURES IN THE OFFICE**

- Keep pointed objects boxed separately in a drawer so they cannot stab you when searching for them.
- Staplers are a common source of injuries. Most occur when someone holds a thumb over the end of a jammed stapler and tries to test it.
- Razor blades are extremely dangerous. Only one-sided safety blades should be used if absolutely necessary. Always try to locate and use a safety-type knife instead.
- Envelopes and papers also cause severe cuts. Always try to use a rubber finger guard when working with stacks of paper. Use a sponge or sealing device to wet stamps and envelopes. Do not slide envelopes across your tongue to moisten the sealing glue.
- When handling broken glass, there is always a danger of cuts. Always sweep up pieces of broken glass instead of picking them up by hand. Glass splinters can also be picked up with damp facial tissues or paper towels.

## **FIRE HAZARDS**

- Cigarettes and matches can also present a danger. If you are in an approved smoking area, have ashtrays handy. Keep butts and matches out of wastebaskets. Be certain cigarettes and matches are completely out before leaving them. Do not place a lit cigarette in the ashtray temporarily; if you must leave it, put it out! An unattended burning cigarette is asking for trouble.
- Flammable liquids can be extremely dangerous. When any flammable liquid is being used (it generally says flammable liquid on the container) no smoking is the rule! Rubber cement is highly flammable.
- Know where the nearest fire extinguishers are located. When fire or smoke is detected, follow standard operational procedures. And take the time to locate and learn the office's Emergency Action Plan. Knowing ahead of time what type of warning signals will be used to announce an emergency, and knowing your escape routes can save your life.



# Fall Protection Program

## PURPOSE

To plan our work ahead of the foreseeable fall hazard occurrence, to provide regular training to our workers on the use, inspection, and limitations of fall equipment capabilities, and to provide for the swift rescue of fallen workers suspended from their equipment.

## SCOPE

This section applies to all KDF operating units.

## POLICY

KDF Corporate policy dictates that when the potential exists for a worker to free fall more than six (6) feet, or less if lower obstructions are present, workers must continuously use the fall protection equipment provided by the company and ensure that it is used in a proper manner. This includes those employees working in buckets of powered platforms, JLG's, scissors lift, etc.

The personal fall protection system must either prevent a free fall, or if a free fall does occur, must bring the employee to a complete stop within a deceleration distance of 42 inches, excluding lifeline elongation. This distance is in addition to the maximum six (6) foot distance of the free fall.

## RESPONSIBILITY

The on-going monitoring of a fall protection system is an important responsibility because it is easy for the system to lose its integrity almost immediately, even as it is first used. Careless installation, unnecessary abrasion to ropes or cables, and improper hook-up are the key factors facing supervision of a fall protection system.

Since the fall protection system often is composed of various parts, compatibility of the individual pieces must be ensured. This is best achieved by using the equipment and suggested work practices of a single manufacturer. Non-professional fall protection equipment has no place in an organized fall protection program. All fall protection equipment and materials must meet the requirements of ANSI and ASTM.

Without an adequate Fall Hazard Assessment, the required safety training and knowledgeable supervision, enforcement of this program will become lax. The responsibility for preparation of the Fall Hazard Assessment, providing the mandated training and close supervision of the workers, lies directly with the Competent Person designated to implement and oversee the work sites fall protection program.

Responsibility for engineering, development of fall protection plans, and the construction of horizontal life lines, is that of a Qualified Person.

Responsibility for the proper use and acceptance of the program is with the work force. The potential for an employee fall accident is the number one hazard in the construction industry. In order to reduce this potential, both supervision and the work force must function together as a team for fall protection.

#### Competent Person

A Competent Person is an individual who, through training, experience and certification, is capable of identifying existing and predictable fall protection hazards in the work place and who has authorization to take prompt corrective measures to correct them.

When designated to monitor the safety of other employees, a Competent Person must be able to recognize fall hazards, warn the employees if they are unaware of a fall hazard or are acting in an unsafe manner, be on the same working surface and in visual sight of the employees, stay close enough for oral communication, and not have any other assignment that would take their attention from the monitoring function.

#### Qualified Person

A Qualified Person is an individual who possesses a recognized degree, certificate, or has professional standing, or who by extensive knowledge, training and experience has successfully demonstrated his ability to solve or resolve problems relating to fall protection.

### **PERSONAL FALL ARREST SYSTEMS**

The following represents the several different parts which comprise the portable lifeline system designed to arrest the fall of one person. This system must be used by each KDF employee who is working at an elevated level in which the potential exists for a free fall of more than six (6) feet.

#### Anchorage Point

The critical requirement in all fall protection is the anchorage point. It is the position on an independent structure to which the fall arrest device or lanyard is securely attached. The current OSHA requirement of an anchorage is 5,000 pound minimum static load strength. A fixture point above head height should always be planned where this is feasible.

#### Horizontal Lifeline

A horizontal lifeline is an anchorage cable designed to be rigged between two fixed anchorage points on the same level which are independent of the work surface. The purpose is to provide a continuous anchorage point for the attachment of lanyards and/or retractable lifelines when no supporting steel or existing structural anchorage points are available. When using a "rat line", as it is more commonly referred to in the industry, care must be taken to ensure the following factors: cable-type lifelines must be at least one-half inch in diameter and be capable of supporting a 5000 pound deadweight load per person at the center of the lifeline; Anchorage points must also be capable of supporting 5,000 pounds per employee attached; A minimum safety factor of 2:1 is required; the cable must have an adequate degree of sag; supports every 20 to 50 feet; and sufficient shock absorption and design strength at least twice the force calculated for the dynamic fall of an anticipated number of workers who may use the line. Extremely careful engineering is required for all horizontal lifelines.

#### Vertical Lifeline

A vertical lifeline is a line which extends from an independent anchorage point and to which a lanyard is attached using a grabbing device. This line should be at least 5/8-inch diameter nylon or 5/8-inch diameter or 3/8-inch diameter steel cable, and must have a minimum breaking strength of 5,000 pounds.

#### Body Harness

A Body Harness, similar to a parachute-type harness is the only safety support authorized to be worn by KDF employees with a fall protection system. The body harness should be a nylon or web belt system designed to spread the shock load of an arrested fall over the shoulders, thighs and seat area. The D-ring must be positioned on the upper back straps, where it will also provide a practical means of raising or lowering the wearer in a rescue operation. The use of color-coded harness straps will help workers to put on the harness more easily and properly. KDF corporate policy requires the Body Harness must be used in all applications where a personal fall arrest system is used.

#### Lanyard

The lanyard is a short, flexible rope, steel cable, or strap webbing, having a minimum strength of 5,000 pounds that is used to connect a worker's safety harness to either an anchorage point or a grabbing device on a lifeline. The lanyard is designed to permit limited freedom of movement on the job and absorb the shock of a free fall up to six (6) feet. As little slack as possible is vital to limit the free fall distance to which the worker is exposed. The deceleration lanyard used by KDF is typically a web-tearing system which activates during the fall arrest to absorb the energy developed.

Only professionally manufactured lanyards with deceleration devices that can significantly reduce fall arrest forces on the body and can reduce the potential for compounding injuries will be used in KDF's fall protection program.

## Rope Grab Device

This is a grabbing device which connects the worker's safety harness or lanyard to the Lifeline and is designed to arrest a fall mechanically, bringing the worker to a full stop. There are two types of mechanical cable or rope grabbing devices which may be used by KDF personnel:

**Manually Operated Grab** – The worker moves this device by hand, up and down the lifeline. Preferably; it should be positioned above the work level. This device actuates during a fall by either squeezing the rope, or it tips in such a way as to lock onto the lifeline by friction.

**Mobile Grab** – This grab device is designed to travel freely on the lifeline, helping to provide vertical freedom of movement, but locks automatically should a fall occur. Most mobile grabs are activated by the inertial and/or frictional forces generated by a fall.

## Self-Retracting Lifeline Devices

Self-retracting lifelines and lanyards which automatically limit free fall distances to two (2) feet or less must be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.

Self-retracting lifelines and lanyards which do not limit free fall distances to two (2) feet or less, rip-stitch lanyards, and tearing and deforming lanyards must be capable of sustaining a minimum tensile load of 5,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.

These portable, self-contained devices are fixed to an anchorage point above the work area. The lifeline rope, webbing or cable is attached directly to the workers safety harness. The rope pays out of the device as distance increases and retracts as the worker moves closer. At the moment a fall occurs, a centrifugal locking mechanism is activated to arrest the movement, thereby reducing the potential shock load. The retracting lifeline should only be used by KDF personnel where there is a potential for a free fall of two (2) feet or less. A good application can be found on sloping roofs or other areas where the rope is never slack and it does not interfere with the work surface. Applications of this device include working on a slanting roof or from a JLG bucket.

## Hardware Connectors

This consists of bolts, shackles, D-rings, snap hooks, and metal links which connect parts of the lifeline system together. OSHA requires 5000 pound minimum ultimate static tensile strength and a minimum tensile load of 3600 pounds proof testing of each snap hook and D-ring without permanent distortion. Hardware must be drop forged or pressed steel, cadmium plated with surfaces smooth and free of sharp

edges. KDF corporate policy requires that all snap hooks must be of the self-locking style device that prevents unintentional disengagement of the snap hook.

## **FALL PROTECTION SYSTEMS**

KDF will provide and erect a number of various types of fall protection systems in order to reduce the potential hazards incurred by working at elevated levels. These fall protection systems include the following:

### Guardrail Systems

The top edge height of the top rail must be 42" ± 3" from the walking/working level. If the worker is using stilts, the top rail must be increased an amount equal to the height of the stilts. Midrails, when used, should be installed at a height midway between the top edge of the top rail and the walking/working level. If balusters are used in place of mid rails, they must be not more than 19" apart. The ends of all top rails and midrails must not overhang the terminal posts, except where such overhang does not constitute a projection hazard.

### Safety Net Systems

Surface Safety nets shall be installed as close as practicable under the walking/working on which employees are working, but not more than 30' below such level, and must extend outward 8' from the structure. Safety nets must be capable of withstanding a drop test of 400 pounds and shall have a border rope for webbing that has a minimum breaking strength of 5000 pounds. Mesh openings cannot be greater than 6"x 6" and should be on 6" centers.

### Personal Fall Arrest Systems

Fall hazards at heights should be engineered out if possible. A personal fall arrest system should only be used as a backup for those hazards still remaining. Personal fall arrest systems and components, subjected to impact loading, must be removed from service immediately. Personal fall arrest systems must limit the arresting force to 1,800 pounds when using a full body harness.

### Positioning Device Systems

Positioning devices cannot be used for fall protection; their primary purpose is to provide stationary support. Positioning devices must be rigged such that an employee cannot free fall more than 2'. They can only be secured to an anchorage capable of withstanding an impact load of two times the potential impact of a fall or 3,000 pounds. Only double locking snap hooks should be used and safety belts are O.K. for use with positioning devices.

## Warning Line Systems

The Warning Line shall be erected around all open sides of the roof work area and not less than 6 feet from the roof edge. Warning Lines can consist of ropes, wires or chains and their supporting stanchions, and once erected, must be capable of resisting, without tipping over, a horizontal force of 16 pounds. Lines must be flagged at not more than 6' intervals with a high-visibility material.

## Controlled Access Zones

When used to control access to areas where leading edge and other operations are taking place, the controlled access zone shall be defined by a control line or any other means that restrict access. Control lines must be erected parallel to the unprotected edge and along its entire length. The lines can consist of ropes, tapes, wires or equivalent materials and must be flagged at 6' intervals with high-visibility material. Lines should be between 39" and 45" high and have a minimum breaking strength of 200 pounds. Controlled access zones can be used when conventional fall protection is not used.

## Safety Monitoring Systems

The safety monitor must be a competent person who warns workers of fall hazards and takes action to eliminate the hazard. He must be on the same walking/working surface with the employee and be close enough to see and communicate orally with the employee. The safety monitor cannot have any duties other than to watch the employee being monitored. No other employees, except ones covered by a fall protection plan, can be in the area where a safety monitor is working. Employees working with a safety monitor must be directed to comply promptly with warnings. A safety monitoring system can be used where no other alternate methods have been implemented.

## Covers

Covers must be capable of supporting at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time. Covers shall be secured when installed so as to prevent displacement, and either color-coded or plainly marked with the word COVER or HOLE to provide warning of the hazard. Covers located in roadways and vehicular aisles shall be capable of supporting, without failure, at least twice the largest maximum load to cross over the cover.

## **Fall Protection Plan**

This option is available only to employees engaged in leading edge work or residential construction work who can demonstrate (and document) that it is infeasible or it creates a greater safety hazard to use conventional fall protection equipment. The plan must be location specific, prepared by a qualified

person and implemented under the supervision of a competent person. The plan must identify, by name, each worker who is designated to work in the controlled access zone.

## **RESCUE PLAN**

Whenever a personal fall arrest system is going to be used, you must first make certain that an effective rescue plan will be in place that will ensure the prompt rescue of the worker in the event of a fall. The fallen worker must be rescued safely and quickly. No one should be allowed to hang suspended by a full body harness for more than thirty (30) minutes.

### Advance Planning

All good rescue systems require advanced planning. Determine what rescue equipment will be needed to effect a rescue and make certain that equipment is available at the job site. Ascertain the client's rescue capabilities and are they available to respond to your needs. Check with the local fire department and determine if they can assist you in effecting a rescue. Once the plan is developed, conduct training sessions in the use of the plan.

### Type of Rescue

Will the fallen worker be in a position, both physically and mentally, to be able to effect his own rescue by lowering himself to the ground level or will a rescue team be needed to assist him. Are there devices with a decent capability quickly available at the job site and have employees been trained in their use. Will the fallen worker need to be lifted up to a landing level where he can be rescued or will he need to be lowered to the ground?

### Communicate

You must know who to call and the fastest way to call them. Make certain that whoever you call has been previously advised of your elevated work and the potential need for rescue assistance. Post the emergency telephone numbers at the work site where they will be readily accessible. Make certain that some type of communications link is available to you at the work site. Communicate frequently with the fallen worker and monitor him constantly. Do not allow him to panic. Make certain that he is aware that others know of his situation and are working to effect his rescue. Do not allow him to think he is alone in his problem.

## **TRAINING AND RETRAINING**

The following training provisions supplement and clarify the requirements of §1926.21 regarding the hazards addressed in OSHA Subpart M.

KDF must provide a training program for each employee who might be exposed to fall hazards. The program shall enable each employee to recognize the hazards of falling and shall train each employee in the procedures to be followed in order to minimize these hazards.

KDF shall assure that each employee has been trained, as necessary, by a competent person qualified in the following areas:

- The nature of fall hazards in the work area;
- The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
- The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones, and other protection to be used;
- The role of each employee in the safety monitoring system when this system is used;
- The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs;
- The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection; and
- The role of employees in fall protection plans;
- The standards contained in OSHA subpart-M.

Each user must be taught the type of fall protection system to be used, who is going to erect, identify and designate the anchor tie-off points to be used, how to regularly inspect the fall protection equipment, and to read and understand the manufacturer's instructions.

Users must be made familiar with the equipment's limitations, how specific pieces of equipment are selected and why substitutions may only be authorized by Competent Persons. Users must understand how the system works and what will happen if a fall should occur.

## INSPECTION AND MAINTENANCE

Prior to first-time usage, a Competent Person, together with workers who will be using the equipment, must make a detailed inspection of the fall protection program and its equipment in order to be sure that it meets the requirements of the job and is accepted by the workers. This type of inspection must be repeated at regular intervals as part of a maintenance program.

Each user of fall protection equipment must be taught how to conduct a visual inspection of each part of their equipment, including the webbing harness, buckles, D-rings, lanyards, anchor points, etc., what they should be looking for, and who they should immediately notify in the event they believe they have a problem. Users must be informed that they are required to conduct these visual inspections before each time they use the equipment, and that any indication of tearing, rubbing, weather corrosion, dry rot, damage, cuts, pinched, etc., will be sufficient cause to have the equipment immediately removed from service and destroyed.

NOTE: Fall protection equipment that is found to be defective, damaged, or in need of repair, regardless of the extent of the problem, must be immediately marked as unusable and removed from service.

### Formal Inspection

A Competent Person, other than the user, must perform a formal inspection of all fall protection equipment at intervals of no more than six (6) months. A formal inspection should be performed more frequently if the equipment is exposed to severe working conditions. Only the person performing the formal inspection can punch the date on the grid label attached to the equipment. If the grid label is missing, the equipment must be removed from service until a formal inspection can be performed.

### Safety Harness Inspection

Beginning at one end, holding the body side of the harness toward you, grasp the harness with your hands six to eight inches apart. Bend the harness in an inverted "U". The surface tension resulting will make damaged fibers or cuts much easier to see. Do this, a small section at a time, over the entire harness. Inspect for frayed or broken strands. Broken webbing strands generally appear as tufts on the webbing surface. Any broken, cut or burned stitches will be readily seen.

Special attention should be given to the attachment of buckles and D-rings to webbing. Note any unusual wear, frayed or cut fibers, or distortion of the buckles or D-rings. Buckle tongues should be free of distortion and should overlap the buckle frame and move freely back and forth in their socket. The tongue or billet of the harness receives heavy wear from repeated buckling and unbuckling. Inspect for loose, distorted or broken grommets. Rivets should be tight and unmovable with the fingers. Body side rivet base and outside rivet burr should be flat against material.

### Lanyard and Hardware Inspection

When inspecting lanyards, begin at one end and work to the opposite end. Slowly rotate the lanyard so that the entire circumference is checked. Spliced ends require particular attention.

### Steel Lanyards

While rotating the steel lanyard watch for cuts, frayed areas, or unusual wearing patterns on the wire. Broken strands will separate from the body of the lanyard.

### Webbing Lanyards

While bending webbing over a pipe or mandrel, observe each side of the webbed lanyard. This will reveal any cuts or breaks. Swelling, discoloration, cracks, or charring are obvious signs of chemical or heat damage.

### Rope Lanyards

Rotation of the rope lanyard while inspecting from end to end will bring to light any fuzzy, worn, broken or cut fibers. Weakened areas from extreme loads will appear as a noticeable change in the original diameter.

### Snap Hooks

Snap hook latching mechanisms must be inspected carefully for corrosion, dirt, damage, or abuse. Damaged hooks almost always indicate lack of proper use. Snap hooks that become ineffective because of these problems must be destroyed. Only snap hooks that operate in as-new condition can be used.

### Cleaning the Equipment

Wipe off all surface dirt from the harness with a sponge dampened in plain water. Squeeze sponge dry and dip sponge into mild solution of water and commercial soap or detergent. Work up a lather with a vigorous back and forth motion. Wipe the harness dry with a clean cloth and hang freely to dry. Do not place near excessive heat.

Basic care of the harness and lanyards will prolong the life of the unit and will contribute toward the performance of its vital safety function. Proper storage and maintenance after use are as important as cleansing the equipment of dirt, corrosives, or contaminants. Storage areas should be clean, dry and free of exposure to fumes or corrosive elements.

Recordkeeping procedures will help determine the life and history of individual pieces of fall protection equipment.

### Impact Loading

Most manufacturers will not guarantee that a harness or lanyard will provide adequate protection during a second fall. Therefore, KDF Corporate policy mandates that equipment which has been subjected to impact loading or an actual fall must be immediately removed from service and not used again.

### **RESTRICTIONS**

Safety harness, lanyards and lifelines are to be used only for employee fall protection and for absolutely no other use. Once used to arrest a free fall, regardless of the distance, the fall protection equipment involved must be immediately removed from service and destroyed to ensure that they can never be reused.

# Power Operated Hand Tools

## PURPOSE

To provide for the proper education and training of workers using power operated hand tools in an effort to reduce the number of accidents generally involved with the use of these types of tools.

## SCOPE

This section applies to all KDF operating units.

## POLICY

Only properly trained and experienced workers having proof of their qualifications will be allowed to set-up, adjust and operate powder operated hand tools.

Wherever the application for a powder-actuated tool can be accomplished with complete satisfaction, by the use of a low velocity piston tool, either trigger or hammer actuated, the low velocity piston tool will be used in the interest of safety.

## TRAINING

The use of portable power operated hand tools has increased greatly in recent years. The majority of power operated hand tool accidents are caused by either inadequate or a complete lack of training resulting in improper handling and poor maintenance of equipment. These accidents can be corrected by proper training of personnel.

### Manufacturer's Instructions

A number of hand tools utilizing explosive charges to drive fastenings and perform similar functions are widely used throughout the construction industry. The manufacturers of these devices provide detailed instructions regarding their use. These manufacturer representatives should be called upon to provide the education and training necessary to operate these tools in a safe and productive manner.

### Training Requirements

In addition to the basic education and training of exactly how to safely operate the various power operated hand tools, training requirements should also include the following:

- that maintenance of equipment must be systematic;

- that all worn or damaged equipment must be replaced, repaired, or removed from service immediately;
- that all power operated hand tools must be cleaned, tested and inspected regularly;
- that all protective shields, guards and other safety devices, must be left in place;
- that gloves, safety shoes, and safety glasses or face shields must be worn where needed; and
- Only authorized personnel should be allowed to operate power tools.

#### Proof of Qualification (Powder Activated)

Proof of operator qualifications (Qualified Operator's Card) must be in possession of the operator of a powder operated hand tool at all times. Qualified Operator's Cards are customarily issued, after thorough training, by the manufacturer's authorized dealer or distributor or other competent source. Proof of qualification must be reviewed by the project superintendent prior to this equipment being handled by the intended operator.

#### **Pneumatic power tools**

Pneumatic power tools must be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.

Safety clips or retainers must be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100psi pressure at the tool must have a safety device on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in contact with the work surface.

Compressed air will not be used for cleaning purposes except where reduced to less than 30psi and then only with effective chip guarding and personal protective equipment which meets OSHA requirements. The 30psi requirement does not apply for concrete form, mill scale and similar cleaning purposes.

The manufacturer's safe operating pressure for hoses, pipes, valves, filters, and other fittings must not be exceeded.

The use of hoses for hoisting or lowering tools will not be permitted.

All hoses exceeding 1/2-inch inside diameter must have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.

Airless spray guns, of the type which atomize paints and fluids at high pressures (1,000 pounds or more per square inch), must be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released.

In lieu of the above, a diffuser nut which will prevent high pressure, high velocity release, while the nozzle tip is removed, plus a nozzle tip guard which will prevent the tip from coming into contact with the operator, or other equivalent protection, must be provided.

### **Fuel powered tools**

All fuel powered tools must be stopped while being refueled, serviced, or maintained. Fuel for these tools must only be transported, handled, and stored in accordance with OSHA requirements.

### **Hydraulic power tools**

The fluid used in hydraulic powered tools must be fire-resistant fluids approved under Schedule 30 of the U.S. Bureau of Mines, Department of the Interior, and must retain its operating characteristics at the most extreme temperatures to which it will be exposed.

The manufacturer's safe operating pressures for hoses, valves, pipes, filters, and other fittings cannot be exceeded.

### **Powder-actuated tools**

Only employees who have been adequately trained in the operation of the particular tool in use will be allowed to operate a powder-actuated tool.

The tool must be tested each day before loading to see that safety devices are in proper working condition. The method of testing must be in accordance with the manufacturers recommended procedure.

Any tool found not to be in proper working order, or that develops a defect during use, must be immediately removed from service and not used until properly repaired.

Tools will not be loaded until just prior to their intended firing time. Neither loaded nor empty tools are to be pointed at any employees. Hands must be kept clear of the open barrel end of the tool.

Loaded tools must not be left unattended.

Fasteners should never be driven into very hard or brittle materials including, but not limited to, cast iron, glazed tile, surface-hardened steel, glass block, live rock, face brick, or hollow tile.

Driving into easily penetrated materials must also be avoided unless such materials are backed by a substance that will prevent the pin or fastener from passing completely through and creating a flying missile hazard on the other side.

No fastener should be driven into a spalled area caused by an unsatisfactory fastening.

Tools must not be used in an explosive or flammable atmosphere.

All tools must only be used with the correct shield, guard, or attachment recommended by the manufacturer.

Powder-actuated tools used by employees must meet all other applicable requirements of American National Standards Institute, A 10.3-1970, Safety Requirements for Explosive-Actuated Fastening Tools.

## **MAINTENANCE**

Do not hesitate to call on the assistance and services of the tool manufacturer or authorized distributor whenever there is any doubt concerning the proper use, service or maintenance of the equipment, or if additional operator training is required.

# Powered Aerial Work Platforms

## PURPOSE

To provide guidelines for the protection of personnel engaged in operating and using aerial lifts, vehicle-mounted work platforms, or powered platforms.

## SCOPE

This section applies to all KDF operating units.

## POLICY

It is the policy of this organization that no individual will operate or attempt to operate any type of aerial lifts, vehicle-mounted work platforms, or powered platforms without first receiving adequate training and then passing both manipulative and observation testing by a competent person.

## REFERENCES

This Section references the following OSHA Standards:

29 CFR 1926.453

29 CFR 1926.952

29 FR 1926.955

## PROCEDURES

All employees who work with aerial lifts, vehicle-mounted work platforms or powered platforms are responsible for following the safe procedures established within this Section as well as those procedures established by the manufacturer of the equipment being used.

### Inspection

Inspection of aerial lifts, vehicle-mounted elevating and rotating work platforms, and powered platforms will not only be made in accordance with the manufacturer's recommendations, but will also be made to comply with all KDF, local, state and federal inspection regulation requirements.

### Operating Instructions

No employee will be permitted to use or operate lifts or platforms unless he or she has been instructed, trained, and certified by a competent person in the use and operation of such equipment.

Operating instructions must include, as a minimum, all of the following:

- powered aerial work platforms being utilized near electrical distribution or transmission lines must comply with the Standards set forth in OSHA's 29 CFR 1926.556;
- Equipment must not be moved while the boom is elevated in a working position with workers in the basket or on the platform unless the equipment was specifically designed to permit these functions;
- all of the manufacturer's specifications and limitations must be rigorously observed;
- a safety harness must be worn by each employee working from a basket or on a work platform, with a shock-absorbing lanyard being attached directly to the basket or the platform.
- Under no circumstances will the lanyard be attached to a pole, the structure, or any other item of equipment;
- Any employee who tampers with the controls or attempts to bypass safety devices, such as the dead man switch, etc., is subject to immediate termination of employment;
- the use of mobile and/or self-propelled lifts and platforms in outside work activities where exposure to severe wind conditions exist should be avoided;
- extended boom aerial work platforms must not be exposed to "wind loading" while elevated and fully extended;
- work activities from aerial lifts or work platforms in outside areas are prohibited during electrical storms; and
- whenever outriggers are a part of the equipment, they must be fully extended and used before workers will be allowed into the basket or onto the work platform.

## **OPERATOR TRAINING**

The operator's knowledge of safety and operating procedures, as well as the limitations of this equipment, must be verified by (a) means of observation of his or her performance during the first week of operation.

A competent person must be designated by the project superintendent, at each project requiring the use of aerial lifts, vehicle-mounted work platforms or powered platforms to verify operator ability.

Training must be provided for each operator in compliance with the operating instructions and operator training procedures outlined in this Section.

## EMPLOYEE ACKNOWLEDGMENT OF INSTRUCTIONS AND TRAINING

*AERIAL LIFTS (JLG, Extendable Boom Type, etc.)*

This acknowledges my receipt of safety and occupational health instruction in the areas listed below.

Aerial lifts are to be used by authorized and trained personnel only.

1. Lifts are to be inspected prior to each use according to the manufacturer's instructions.
2. Controls are to be tested at the beginning of each shift.
3. All personnel in the basket will wear a safety harness with a secured lanyard; this is optional in scissor lifts.
4. Personnel are not to climb, sit or stand on guardrails.
5. Personnel shall maintain a firm footing on the platform floor while working thereon. Use of ladders, planks or any other devices on the platform for achieving additional height or reach shall be prohibited.
6. The operator shall immediately report to a supervisor any problems or malfunctions that become evident during operation. Any problems or malfunctions that affect the safety of operations shall be repaired prior to continued use.
7. The operator shall ensure that the area surrounding the aerial platform is clear of personnel and equipment before lowering the platform.
8. Care shall be taken to prevent rope, electric cords, and hoses, etc. From being entangled in the aerial platform.
9. The operator shall ensure the area surrounding the aerial platform is clear of personnel and equipment before lowering the platform.
10. Rated capacities shall not be exceeded when loads are transferred to the platform at any height.
11. Fueling shall only be done in designated areas. The engine shall be shut down while re-fueling.
12. Stunt driving and horse play shall not be permitted.
13. The aerial lift travel speed shall be limited to the conditions of the ground surface, congestion, visibility slope, location of personnel, and other factors causing hazards of collision or injury to personnel.
14. Before and during driving while platform is elevated, the operator shall:
  - i. Maintain a clear view of the path of travel;
  - ii. Maintain a safe distance from obstacles, debris, drop-offs, holes, depressions, ramps, and other hazards to ensure safe travel; and
  - iii. Maintain a safe distance from overhead obstacles.
15. The aerial platform shall not be driven on grades, side-slopes, or ramps exceeding those for which the manufacturer rates the aerial platform.
16. The operator shall implement means provided to protect against unauthorized use.
17. Only the manufacturer shall make modifications or alteration of an aerial platform.
18. A MINIMUM SAFE APPROACH DISTANCE (M.S.A.D.) of 10 feet from any energized electrical wires, unless known otherwise for voltage ranges of 0-300V.
19. Work platforms must be lowered to ground level before moving/driving.

I understand that I am to read the written material provided, and that I am to comply with the requirements of both this material and the instructions provided.

---

Date    Name (print)

Signature

## **Excavation and Trenching**

### **PURPOSE**

To control the hazards posed by open excavation and/or trenching through strict compliance with this procedure and the provisions of the excavation permit.

### **SCOPE**

This section applies to all KDF operating units.

### **POLICY**

This procedure outlines requirements for all open excavations made in the earth's surface. Excavations are defined to include trenches. This policy is intended to protect personnel from the hazards of collapse.

### **REGULATORY REQUIREMENTS**

This procedure will follow the guidelines of 29 CFR 1926, Subpart P -Excavations. In the case of United States Army Corp of Engineers projects, the requirements of EM 385-1-1, Section 23 will be observed. In the event of a conflict between these referenced standards, the more stringent will prevail.

### **GENERAL REQUIREMENTS**

Safety operations while working in and around excavations involve many factors. Factors to be evaluated and discussed before starting work at daily safety meetings include:

Surface Encumbrances

All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary to safeguard employees.

Underground Installations/Utility Locations

The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that may reasonably be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

Utility companies or the state utility protection service shall be contacted at least two (2) working days prior to excavation activities to be advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation.

KDF personnel and sub-contractors should be careful to protect and preserve the markings of approximate locations of facilities until the markings are no longer required for safe and proper excavations.

If the markings of utility locations are destroyed or removed before excavation commences or is completed, the KDF competent person must notify the utility company or utility protection service to inform them that the markings have been destroyed. Normally, it will take two (2) working days of the notice for the utility protection service to remark the locations.

KDF equipment operators and/or subcontractors shall maintain a reasonable clearance between any underground utility and the cutting edge or point of powered equipment.

When excavating with powered equipment within 18 inches of the markings of underground facilities, personnel should conduct the excavation in a careful and prudent manner, excavating by hand to determine the precise location of the facility/utility and to prevent damage.

While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

## **Access and Egress**

### **Structural Ramps**

A competent person shall design structural ramps that are used solely by employees as a means of access or egress from excavations. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.

Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

Structural members used for ramps and runways shall be of uniform thickness.

Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

#### Means of Egress from Trench Excavations

A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet or more in depth so as to require no more than 25 feet of lateral travel for employees.

#### Exposure to Vehicular Traffic

Employees exposed to public vehicular traffic shall be provided with and shall wear, warning vests or other suitable garments marked with or made of reflectorized or high visibility material.

#### Exposure to Falling Loads

No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with 29 CFR 1926.601(b)(6), to provide adequate protection for the operator from falling objects during loading and unloading operations.

#### Emergency Rescue Equipment

Emergency rescue equipment, such as self-contained breathing apparatus (SCBA), a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

Employees entering bell-bottom pier holes or other similar deep and confined excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

#### Protection from Hazards Associated With Water Accumulation

Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

If water is controlled or prevented from accumulating by the use of water removal equipment, a competent person to ensure proper operation shall monitor the water removal equipment and operations.

If excavation work interrupts the natural drainage of surface water (such as streams); diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to run-off from heavy rains will require an inspection by a competent person.

#### Stability of Adjacent Structures

Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted except when:

A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

The excavation is in stable rock; or

A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or

A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

Sidewalks, pavements, and other structures shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

## Protection of Employees from Loose Rock or Soil

Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the excavation face to stop and contain falling material; or other means that provide equivalent protection.

Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

## Inspections

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. The competent person shall conduct an inspection prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are required when employee exposure can be reasonably anticipated. The competent person must complete an Excavation/Trenching Permit to document the inspections.

Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

## Fall Protection

Where employees or equipment are required or permitted to cross over excavations; walkways, or bridges with standard guardrails shall be provided.

Adequate barrier for physical protection shall be provided at all remotely located excavations. All wells, pits, shafts, etc. shall be barricaded or covered. Upon completion of exploration and similar operations, temporary wells, pits, shafts, etc., shall be covered or back filled.

## **SOIL CLASSIFICATION**

OSHA Soil Classification (Appendix A to Subpart P)

## Type A Soils

Cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if: The soil is fissured; or the soil is subject to vibration from heavy traffic, pile driving, or similar effects; or the soil has been previously disturbed; or the soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H: 1V) or greater; or the material is subjected to other factors that would require it to be classified as a less stable material.

## Type B Soils

The following soil classifications make up the soil condition normally referred to as Type B soil: Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or granular cohesion less soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam. Previously disturbed soils except those, which would otherwise be classed by Type C soil. Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subjected to vibration; or dry rock that is not stable; or material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H: 1V), but only if the material would otherwise be classified as Type B.

## Type C Soils

Soils that make up the classification of Type C soil include the following: Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or granular soils including gravel, sand, and loamy sand; or submerged soil or soil from which water is freely seeping; or submerged rock that is not stable; or material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical (4H: 1V) or steeper.

## **TIMBER SHORING, ALUMINUM HYDRAULIC AND ALTERNATIVES TO SHORING**

Refer to 29 CFR 1926 Subpart P (Appendices C, D, and E) for details on shoring, shields, and trench boxes.

## **SELECTION OF PROTECTIVE SYSTEMS**

Refer to 29 CFR 1926 Subpart P (Appendix F) for the decision logic in selecting protective systems.

## **PERMITS**

An Excavation/Trenching Permit must be completed by the competent person each day that an excavation is open and personnel may be required to enter the excavation. The excavation permit follows this procedure.

## EXCAVATION/TRENCHING INSPECTION FORM

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

EXCAVATION COMPETENT PERSON: \_\_\_\_\_

INSPECTORS NAME: \_\_\_\_\_

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

### YES NO N/A Key Item

#### EMPLOYEE TRAINING AND PRE-EXCAVATION BRIEFING

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Has safe excavation and rescue training been conducted? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are mandatory pre-excavation briefings conducted?       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does this job require special training?                 |

#### ELECTRICAL SAFETY

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is electrical equipment and wiring properly guarded?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are electrical lines, extension cords, and cables guarded and maintained in good condition? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are extension cords kept out of wet areas?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is damaged electrical equipment tagged and taken out of service?                            |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Has a positive lock-out system been established by the project electrician?                 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are GFCI's being used as needed?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are extension cords being inspected daily for ground continuity and structural integrity?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is extension cord inspection documented?  |

#### SURFACE ENCUMBRANCES

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Have all surface encumbrances that are located so as to create a hazard to employees been removed or supported, as necessary, to safeguard employees? |
|--------------------------|--------------------------|--------------------------|---|

#### UNDERGROUND INSTALLATIONS

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Have the estimated locations of all underground installation been determined prior to excavation? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Have utility companies been contacted and advised of proposed work?                               |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are underground installations protected, supported or removed while excavations are open?         |

**ACCESS AND EGRESS**

- ( ) ( ) ( ) Are structural ramps that are used solely by personnel as a means of access or egress from excavations designed by a competent person?
- ( ) ( ) ( ) Are structural ramps that are used for access and egress of equipment designed by a competent person qualified in structural design and constructed in accordance with the design?
- ( ) ( ) ( ) Are ramps and runways constructed so structural members are connected to prevent displacement?
- ( ) ( ) ( ) Are structural members used for ramps and runways of uniform thickness?
- ( ) ( ) ( ) Are cleats used in connecting runway structural members attached in a manner to prevent tripping?
- ( ) ( ) ( ) Are structural ramps used in lieu of steps provided with cleats or other surface treatment to prevent slipping?

**YES NO N/A**

**MEANS OF EGRESS FOR TRENCHES DEEPER THAN 4 FEET**

- ( ) ( ) ( ) Are stairways, ladders, or ramps provided every 25 feet?

**EXPOSURE TO VEHICULAR TRAFFIC**

- ( ) ( ) ( ) Are personnel exposed to public vehicular traffic wearing reflectorized or high visibility vests?

**EXPOSURE TO FALLING LOADS**

- ( ) ( ) ( ) Are employees prohibited from standing underneath loads handled by lifting or digging equipment?
- ( ) ( ) ( ) Are employees prohibited from standing next to vehicles being loaded or unloaded?

**WARNING SYSTEMS FOR MOBILE EQUIPMENT**

- ( ) ( ) ( ) Are warning systems such as barricades, hand or mechanical Signals, or stop logs utilized when mobile equipment is operated adjacent to or at the edge of an excavation?

**TESTING FOR HAZARDOUS ATMOSPHERES**

- ( ) ( ) ( ) Are the atmospheric hazards that can be reasonably expected to exist in excavations greater than 4 feet deep tested and controlled?

READING:	TIME:	INITIAL:
Test for Oxygen Content:	_____ % O <sub>2</sub> (19.5% Minimum)	_____
Test for Flammable Concentrations:	_____ % LEL (10% Maximum)	_____
Test for Toxic Concentration:	_____ PPM of _____	_____

- Is testing conducted as often as necessary to ensure safety of personnel?

#### **EMERGENCY RESCUE EQUIPMENT**

- Is emergency rescue equipment such as SCBA, safety harness and line, or basket stretcher readily available and attended when hazardous atmospheric conditions exist?
- Are employees who enter bell-bottom pier holes or other similar deep and confining excavations wearing a body harness with a lifeline?

#### **ACCUMULATED WATER HAZARDS**

- Are employees prohibited from entering excavations that have accumulated water?
- Is water being controlled or prevented from accumulating in excavation by the use of water removal equipment?
- Is water control equipment operation being monitored by a competent person?
- Are diversion ditches, dikes, or other suitable means used to prevent surface water from entering the excavation?
- Are excavations subjected to run-off from heavy rain immediately re-inspected by a competent person?

**YES NO N/A**

#### **STABILITY OF ADJACENT STRUCTURES**

- Are support systems such as shoring, bracing, or underpinning provided to ensure stability of adjoining structures (i.e., buildings, walls) endangered by excavation activities?

Has any excavation below the level of the base or footing of foundations or retaining walls been:

- Provided with a support system such as under pinning to ensure the safety of employees and stability of the structure
- Performed in stable rock
- Determined by a registered professional engineer that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity
- Determined by a registered professional that the excavation work will not pose a hazard to employees
- Is the undermining of sidewalks and pavement structures prohibited?

#### **PROTECTION OF EMPLOYEES FROM LOOSE ROCK OR SOIL**

- Is adequate protection provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face?
- Are employees protected from excavated or other material and equipment by placing this material a minimum of two (2) feet from the edge of excavations or by the use of retaining devices?

#### **INSPECTIONS**

- Are daily inspections of excavations where employee exposure can be reasonably anticipated being done by the competent person?

- Are inspections being performed by a competent person after every rainstorm or other hazard increasing occurrence?
- Are employees removed from the excavation if the competent person finds evidence at any time of a situation that could result in a possible cave-in, protective system failure, hazardous atmosphere other hazardous condition?

**FALL PROTECTION**

- Are standard guardrails provided on walkways and bridges that cross over excavations?
- Are all remotely located excavations adequately barricaded or covered?
- Are temporary wells, pits, shafts and similar exploratory operations back filled upon completion?

**CRANES AND RIGGING**

- Are cranes inspected daily?
- Are crane swing areas barricaded or demarked?
- Is all rigging equipment tagged with an identification number and rated capacity?
- Is rigging equipment inspection documented?
- Are slings, chains, and rigging inspected before each use?
- Are damaged slings, chains, and rigging tagged and taken out of service?
- Are slings padded or protected from sharp comers?
- Do employees keep clear of suspended loads?
- Are employees in the lift area wearing hard hats?

**YES NO N/A**

**CONFINED SPACES**

- Have employees been trained in the hazards of confined spaces?
- Are confined space permits available on project site?
- Is a company confined space safety procedure on the project?
- Has a rescue plan been established?

I HAVE REVIEWED THIS INSPECTION CHECKLIST WITH THE SAFETY INSPECTOR AND FULLY UNDERSTAND THE RECOMMENDATIONS AND WILL MAKE EVERY ATTEMPT TO CORRECT THEM IMMEDIATELY.

SITE SUPERVISOR: \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

Date: \_\_\_\_\_

COMPETENT PERSON: \_\_\_\_\_

Date: \_\_\_\_\_

## Driver Safety & Compliance

### PURPOSE

To assist Division Management in meeting the standards of the United States Department of Transportation, Federal Motor Carrier Safety Regulations 49 CFR and/or State and Local Regulations.

### SCOPE

This section applies to all KDF operating companies. These rules are applicable to all employers, employees, and commercial motor vehicles, which transport property or passengers in interstate or intrastate commerce.

### POLICY

It is the policy of KDF to voluntarily comply with all requirements and regulations of the Department of Transportation's (DOT) Federal Motor Carrier Safety Program.

### WHO MUST COMPLY

These rules are applicable to all KDF Operating Units and each of its drivers who operates a Commercial Motor Vehicle (CMV) and to any operator of a motor vehicle who is required, by law, to have a Commercial Driver's License.

### Exemptions

Drivers of Company vehicles which are not designated as Commercial Motor Vehicles (CMV) and who are not required to have Commercial Drivers Licenses (CDL) are not covered by the Federal Motor Carrier Safety Regulations. This includes drivers of Company pickup trucks.

### DEFINITIONS

The following is only a partial listing of definitions applicable to all drivers of commercial motor vehicles that have a gross vehicle weight rating 10,001 pounds or more.



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- Alcohol or Alcoholic Beverage – means: (a) beer as defined in 26 U.S.C. 5052(a) of the Internal revenue Code of 1954, (b) wine not less than one-half of one per centum of alcohol by volume, or (c) distilled spirits as defined in section 5002(a)(8) of such code.
- Alcohol Concentration – The concentration of alcohol in a person's blood or breath. When expressed as a percentage it means grams of alcohol per 100 milliliters of blood or 100 milligrams of alcohol per 210 liters of breath.
- Commercial Driver's License (CDL) – An operator's license that is required to operate the following classes of commercial motor vehicles in either intrastate or interstate commerce:
  - a. With a Gross Combination Weight Rating (GCWR) of 26,001 or more pounds, inclusive of towed unit with a Gross Vehicle Weight Rating (GVWR) of more than 10,000 pounds; or
  - b. With a GVWR of 26,001 or more pounds; or
  - c. Designed to carry 16 or more passengers, including the driver; or
  - d. Any vehicle transporting a quantity of hazardous materials requiring placarding.
    - Commercial Motor Vehicle (CMV) – Means a self-propelled or towed vehicle used on the highways in interstate commerce to transport passengers or property, if the vehicle:
      - a. Has a Gross Vehicle Weight (GVW) of over 10,001 pounds;
      - b. Is designed or used to transport more than 8 passengers, including the driver, for compensation;
      - c. Is used in transporting material found to be hazardous under the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172, Subpart F).
        - Company Vehicle – Any motor vehicle owned, leased or rented by KDF or any of its Operating Units.
        - Controlled Substance – Has the meaning such term has under section 102(6), of the Controlled Substances Act (21) U.S.C. 802(6) and includes all substances listed on schedules I through V, of 32 CFR 1308, as they may be revised from time to time.
        - Driver – Any person or employee who operates a motor vehicle. This means any person who operates a commercial motor vehicle which includes, but is not limited to, full time regularly employed drivers, casual, multiple-employer driver or occasional drivers, leased drivers and independent owner-operated contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle the direction of or with the consent of the employer. For the purpose of pre-employment/pre-duty testing only, the term "driver" includes a person applying to KDF to drive a commercial motor vehicle.
        - Employee – May be one or more of the following:
          - a. Any driver of a commercial motor vehicle (including an independent contractor while in course of operating a commercial motor vehicle) or any driver engaged in the operation of a vehicle for the purpose of interstate commerce;
          - b. A mechanic;



- c. A freight handler or warehouse person;
- d. Any individual, other than an employee, who is employed by an employer and who in the course of his or her employment directly affects commercial motor vehicle safety, but such term does not include an employee of the United States, any State, any political subdivision of a state, or any agency established under a compact between States and approved by the congress of the United States who is acting within the course of such employment.
  - Motor Carrier – A for-hire or private motor carrier. The term includes a motor carrier's agents, officers and representatives as well as employees responsible for hiring, supervising, training, assigning, or dispatching of drivers and employees concerned with the installation, inspection and maintenance of motor vehicle equipment and/or accessories.
  - On-duty time – All time, from the time the driver begins work, or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for work. "On duty time" shall include:
    - a. All driving time;
    - b. All time inspecting, servicing, conditioning any commercial motor vehicle at any time;
    - c. All time loading or unloading a vehicle, assisting in the loading or unloading, attending a vehicle being loaded or unloaded, or remaining in readiness to operate the vehicle;
    - d. All time spent performing the driver requirements relating to accidents;
    - e. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle; and
    - f. All time performing any other job, and being compensated for, such as truck maintenance, part time work, etc.

## GENERAL

The purpose of the Federal Motor Carrier Regulations is to promote safety of operations on the Nation's highways, not only for the general driving public but also for the carriers and their drivers. The use of qualified drivers to operate motor vehicles engaged in the transportation of property and passengers is one of the most important steps towards this goal.

Driver Qualifications - The qualifications prescribed for drivers subject to these regulations include those areas which have been found to have primary Significance in providing safety conscious drivers for the motor carrier industry. The regulations specify that our drivers, in order to be qualified to drive a motor vehicle, must:

- Be at least 21 years old
- Be able to read and speak English sufficiently to converse with the general public, to understand highway traffic signs and signals that are in the English language, to respond to official inquiries, and to make entries on reports and records;



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- Be able to, by reason of experience, training or both, safely operate the type of motor vehicle he or she will drive;
- Be physically qualified to drive a motor vehicle and be able to pass a DOT required physical examination in accordance with government regulation 49 CFR Sec. 391.41;
- Be able to successfully pass a substance abuse test as may be required by federal or state DOT;
- Be in possession of a current valid motor vehicle operator's license issued from a state or jurisdiction, have a satisfactory driving record, and if a CDL is required, be able to certify possession of only one license with the appropriate endorsement;
- Be able to furnish KDF with copies of motor vehicle driving records from all states in which the driver has held license(s) in the past three (3) years, to include a list of all motor vehicle violations or the certificate as required by 49 CFR Sec. 391.15. (If a CDL license is required, the driving history must cover ten (10) years); and
- Be able to successfully complete a driver's road test in the type of vehicle to be driven, or be able to present an operator's license or a certificate of road test which KDF will accept as equivalent to a road test.

While KDF is responsible for complying with these requirements, KDF may use an agent, such as a leasing company, to perform certain required regulatory procedures. However, the overall responsibility for compliance with the regulations still rests with the Company.

Therefore, KDF personnel charged with the responsibility for administering our driver qualification program in each Operating Unit must make certain each driver qualifies under each of the requirements listed above.

#### 7COMPANY RESPONSIBILITIES (DRIVING POSITION)

KDF is required by law to comply with the hiring practices for drivers as established by the Federal Motor Carrier Safety Regulations. These include the following:

- The Company will require all applicants for a driving position to complete a DOT approved Drivers Application for Employment form which contains additional information required by the DOT and not normally found on KDF's general application form.
- The Company must make an annual inquiry to the appropriate agency of every state in which the driver held a commercial motor vehicle operator's license or permit during the time period. A copy of the response from each agency must be



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kept in the driver's qualification file along with a note pertaining to the annual review of the driving record.

- Conduct an investigation into the applicants past employment record by utilizing personal interviews, telephone interviews, letters, or any other method of obtaining information. Responses to these investigations must be in writing and made a part of the applicants qualification file. The past three (3) years are necessary for a general driver and the past ten (10) years for a commercial driver.
- The Company will not hire anyone for a driving position who has an unsatisfactory driving record nor will the Company require or permit an employee to operate a company motor vehicle unless that individual is qualified to operate that vehicle.
- The Company is required, in the case of those applicants applying for a commercial driver's license, to ensure that the applicants undergo drug and alcohol testing prior to employment.
- The Company will conduct an annual review of the driving record of each driver it employs to determine whether that driver meets the minimum requirements for safe driving or if the driver should be disqualified from operating a motor vehicle.

#### Unsatisfactory Driving Record

The following can be used to determine if a driver has an unsatisfactory motor vehicle driving record (MVR):

#### For New Hires (Driving Positions)

The applicant should not be hired for a driving position if his or her driving record contains the following:

- a. Any record of a DUI/DWI/OUI alcohol or drug-related driving offense within the past three (3) years;  
or
- b. Any three (3) moving violations and/or preventable accidents within a 24month period

#### Existing Employees (Driving Positions)

Should it come to the attention of KDF that an existing employee, whose position requires driving a company vehicle, is the recipient of any of the following violations, then appropriate disciplinary action must be taken:

- a. Any three (3) moving violations within the past twelve (12) months mandates the disciplinary action of removing the employee from driving any Company vehicle.



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- b. Any three (3) moving violations within the past twenty-four (24) months requires disciplinary action to include a written warning, three (3) days probation and driver retraining.
- c. Any Driving While Under the Influence (DUI), Driving While Intoxicated (DWI), or Operating Under the Influence (OUI) of alcohol, or any drug related driving offense, within the past twelve (12) months requires the immediate disciplinary action of removing the employee from a driving position for a period of at least one (1) year following the conviction, and if the offense is considered serious enough, termination of employment maybe warranted.
- d. Any three (3) preventable motor vehicle accidents within the past twelve (12) months while operating a Company motor vehicle resulting in either personal injury or property damage requires disciplinary action of removing the employee from a driving position, and if the offense is considered serious enough, termination of employment maybe warranted.
- e. Gross misconduct as defined in KDF's disciplinary policy and/or safety rules & regulations requires disciplinary action of removing the employee from a driving position, and if the offense is considered serious enough, termination of employment maybe warranted.

#### DRIVER RESPONSIBILITIES

Each employee of KDF, whose duties normally include those of a driver, must comply with the following requirements:

- Drivers who are required to have a Commercial Driver's License (CDL) must use a Notification of Conviction or Violation form to furnish the Company and the state in which their driver's license was issued, a list of all violations of state or local laws relating to motor vehicle traffic control, other than parking, of which the driver has been convicted or has forfeited bond or collateral, regardless of whether the violation occurred in a company or privately owned vehicle, within thirty (30) days of the conviction.
  - All drivers must report either a suspension or revocation immediately in writing to their Operating Unit manager.
- a. Immediately is defined as the day the driver becomes aware of or is notified of the suspension or revocation.
  - b. All drivers that have received a court ordered suspension or revocation where the court grants driving privileges for the trips to, from and while at work, will not be allowed to operate a Company vehicle. KDF will not insure the liability for a driver with limited driving privileges. (e.g., day license)
    - All drivers must immediately report to the KDF Corporate Safety Office at (800-724-5270), whenever any state or federal Department of Transportation personnel stop them for the purpose of conducting either a roadside inspection. Drivers must also make copies of any inspection forms given to them as a result of these roadside inspections and are to immediately forward these copies to Corporate Safety in Schenectady, NY.



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- Be able to, by reason of experience, training or both, determine if the cargo being transported has been properly located, distributed, and secured in or on the motor vehicle being driven;
- Be familiar with the methods and procedures for securing cargo in or on the motor vehicle being driven.

## EXAMINATIONS AND TESTS

### Road Test

No employee will drive a Company vehicle unless he or she has successfully completed a road test on equipment similar to that for which he or she has been hired to operate and has been issued a certificate indicating completion of such a test. The test must be given by a person who is competent to evaluate and determine whether the person who takes the test has demonstrated they are qualified to operate the vehicle.

The road test must include, as a minimum, at least the following:

- A Pre-Trip Inspection of the vehicle;
- Coupling and uncoupling of combination units, if required;
- Placing the vehicle in operation;
- Use of the vehicle's controls and emergency equipment;
- Operating the vehicle in traffic;
- Turning the vehicle;
- Braking and slowing the vehicle by means other than using the brakes; and
- Backing and parking the vehicle.

Although it is not usually recommended, the road test may not be required, if the Company accepts a valid Commercial Driver's License issued by a state for operation of a similar vehicle, as equivalent to the road test. However, a non-Commercial Driver's License will no longer be considered the equivalent of a road test.

### Written Examination

Applicants for a Commercial Driver's License will be required to complete a written examination provided by the licensing agency.

### Medical Examination



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No employee of KDF may drive a Company vehicle unless he or she has physically qualified to do so as evidenced by successfully completing a medical examination as prescribed by the Department of Transportation.

Drivers are required to undergo this medical examination every two years unless directed by a physician to do so more frequently. The medical examination must be performed by a licensed health care professional.

Upon the successful completion of the medical examination, the driver must be issued a Medical Examiner's Certificate attesting to this. Department of Transportation regulations require the driver to have either the original of this certificate or a photographic copy of the certificate on his or her person while operating a motor vehicle.

#### Alcohol and Drug Test

All drivers having a Commercial Driver's License (CDL) are required to take a pre-employment alcohol and drug test to determine that the driver does not have a current clinical diagnosis of alcoholism or a dependency on any drugs not prescribed by a licensed medical practitioner. CDL drivers are also required to undergo random drug testing during their period of employment.

#### DRIVER'S DAILY LOG

Normally, drivers operating a Commercial Motor Vehicle (CMV) must record in a Driver's Daily Log Book, their hours of service in order to comply with the requirements set forth in the Federal Motor Carrier Safety Regulations 49 CFR 395;

#### Exempt Drivers

General driving personnel employed by KDF are exempted from this requirement as long as they fall within the following category:

- The driver operates within a 100 air mile-radius of his or her normal work reporting location;
- The driver, except a driver salesperson, returns to his or her work reporting location and is released from work within twelve (12) consecutive hours;
- The driver has at least eight (8) consecutive hours off of work separating each twelve (12) hours on duty;



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- The driver does not exceed ten (10) hours maximum driving time following eight (8) consecutive hours off duty or sixty (60) hours on duty time in any seven (7) day period; and
- The Operating Division that employs the driver must maintain for a period of six (6) months, accurate and true time records showing:
  - a. The time the driver reports for duty each day;
  - b. The total number hours the driver is on duty each day;
  - c. The time the driver is released from duty each day; and
  - d. The total time for the preceding 7 days in accordance with 395.8(j)(2) for drivers used for the first time or intermittently (Exhibit-4).

#### Non-Exempt Driver's

Should a driver's day, trip, etc., make him or her ineligible for the above exemption, then the driver will be required to complete the Driver's Daily Log Book and carry the past seven (7) days of his or her hours of service record of duty status.

- KDF requires each of its non-exempt driver's to record their duty status for each 24-hour period using the methods prescribed in the Driver's Daily Log by the Department of Transportation.
- Each non-exempt driver who operates a commercial motor vehicle is required to record his/her duty status, in duplicate, for each 24-hour period. The duty status must be recorded on the specified grid of the Driver's Daily Log.
- The duty status shall be recorded as follows:
  - "Off duty" or "OFF"
  - "Driving "or "D"
  - "On-duty not driving" or "ON"

For each change of duty status, (e.g., the place of reporting for work, starting to drive, on-duty not driving. and where released from work), the name of the city, town, or village, with state abbreviation, shall be recorded.

The driver's activities and the following information must be included on the form in addition to the grid:

- Date;
- Total miles driving today; Truck or tractor and trailer number;
- Name of Motor Carrier;
- Driver's signature/certification; 24-hour period starting time;
- Main office address;
- Remarks;



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- Total hours (far right edge of grid); and
- Shipping document number(s) or name of shipper and commodity.

Entries must be current and can only be made by the driver.

Failure to complete the record of duty activities of this section or failure to preserve a record of such duty activities, or making false reports in connection with such duty activities will make the driver and/or KDF liable to prosecution.

#### TRIP INSPECTIONS AND EMERGENCY EQUIPMENT

All drivers must comply with the inspection requirements of the Federal Motor Carrier Safety regulations 49 CFR 396.11 and 396.13. Specifically this means, at a minimum, performing a PreTrip and Post-Trip Inspection each day.

##### Pre-Trip Inspection

The driver must make a Pre-Trip Inspection of the vehicle in order to be assured that the following items are safe and in good working order:

- Service brakes, including trailer brake connections
- Parking brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear-vision mirrors
- Coupling devices

After performing the Pre-Trip Inspection, the driver completes a Driver's Vehicle Inspection Report form.

##### Post-Trip Inspection

After completing the trip, the driver is again required to conduct an inspection of the vehicle, entering the Post-Trip Inspection results onto a Driver's Vehicle Inspection Report form. This report must be in writing and must be retained for a minimum of ninety (90) days. A copy of the previous days Post-Trip Inspection form must be carried in the motor vehicle.



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## Emergency Equipment

The driver is responsible for satisfying himself or herself that specified CMV parts, accessories and emergency equipment are in good working order, and that it is his or her responsibility to use this equipment when as needed.

## ANNUAL INSPECTION REQUIREMENTS

The Department of Transportation (DOT) requires KDF to inspect each of its commercial motor vehicles, those over 10,000 pounds gross vehicle weight on at least an annual basis in compliance with 49 CFR 396.

All Company vehicles, which are over 10,000 pounds gross vehicle weight, must meet the requirements of the Federal Motor Carrier Safety Regulations parts 49 CFR 390.21 and 393.

## MARKING OF COMMERCIAL MOTOR VEHICLES

Every Company owned, leased or rented commercial motor vehicle, which is a self-propelled motor vehicle over 10,000 pounds gross vehicle weight, operated in interstate commerce and subject to the Department of Transportation's Motor Carrier Safety Regulations, must be marked in such a manner as to display the following information:

- The name or trade name of KDF, the company operating the self-propelled motor vehicle;
- The city or community and state (name abbreviated), in which KDF maintains its principle place of business or in which the vehicle is customarily based; and
- KDF's motor carrier identification number, if issued by the FHWA, preceded by the letters "USDOT."

Size, shape, location, and color of marking.

The size, shape, location and color of the marking must be as follows:

- Appear on both sides of the motor vehicle;
- Be in letters that contrast sharply in color with the background on which the letters appear;
- Be readily legible, during daylight hours, from a distance of 50 feet while the vehicle is stationary; and
- Be kept and maintained in a manner as to remain legible.



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## RECORDS RETENTION

The following records and their respective retention periods are a requirement of the Department of Transportation:

### Record of duty status (logbook)

The Driver's Record of Duty Status for each calendar month must be maintained at the driver's Operating Unit and must be retained for a period of two (2) years following the drivers last day of employment. These records must be made available at "the employer's principle place of business" within two (2) business days after a request is made by the Federal Highway Administration.

The driver shall retain a copy of each Record of Duty Status for the previous seven consecutive days which shall be in his/her possession and available for inspection while on duty.

### Driver Qualification Files

The driver's qualification files must be maintained at the driver's Operating Unit and must be retained for a period of two (2) years following the drivers last day of employment. These records must be made available at "the employer's principle place of business" within two (2) business days after a request is made by the Federal Highway Administration.

### Driver Daily Inspections

The original of the driver's daily inspection report and the certification of repairs for at least the past three (3) months must be maintained at the location in which the vehicle is garaged.

### Vehicle Maintenance Records

Vehicle maintenance records must be retained for a period of one (1) year. These records must also be retained for the six (6) month period following the termination of the vehicle from KDF's control.

## ADVERSE CONDITIONS



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Each Operating Unit having drivers that qualify under this section, are required to develop their own safety policies and procedures for operating a commercial motor vehicle when adverse environmental conditions limit visibility or reduce traction.

### **DOT REGULATIONS**

The complete text for the DOT regulations can be found in the Federal Motor Carrier Safety Regulations Handbook. Driver qualification files with required forms, driver vehicle inspection reports, daily log books, etc. are available from various organizations such as the American Trucking Association at 781-270-6880 or the J.J. Keller & Associates at 800-558-5011.



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*Appendix A  
ADMINISTRATION OF A DRUG AND ALCOHOL PROGRAM  
AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION,  
FEDERAL HIGHWAY ADMINISTRATION*

The Federal Highway Administration ("FHWA") has issued regulations which require KDF to implement a controlled substance testing program. The Company will comply with these regulations and is committed to maintaining an alcohol and drug-free workplace. All drivers are advised that remaining alcohol and drug-free and medically qualified to drive are conditions of continued employment with the Company.

I. PURPOSE

The purpose of this administrative guide is to set forth the procedures for the implementation of controlled substances and alcohol use and testing of driver applicants and current drivers pursuant to the Alcohol and Drug Abuse Policy. These procedures are intended as a guide only, and are in no way intended to alter any existing relationship between KDF and any driver.

II. DEFINITIONS

When interpreting or implementing these procedures, or the procedures required by the Federal Highway Administration ("FHWA") controlled substance testing regulations, the following definitions apply:

- Alcohol - means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.
- Alcohol concentration (or content) - means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.
- Collection site - means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation or shipment of the samples to a laboratory.
- Controlled substance - has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedules I through V as they may be revised from time to time (21 CFR 1308).
- Driver - means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre



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duty testing only, the term "driver" includes a person applying to an employer to drive a commercial motor vehicle.

- Drug - means any substance (other than alcohol) that is a controlled substance as defined in this section and 49 CFR Part 40.
- FHWA - means the Federal highway Administration, U.S. Department of Transportation.
- Owner-Operator(s) - means a driver(s) who has been contracted for services with the Company. For the purposes of these procedures and the Company's Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the Company's Alcohol and Drug Abuse Policy like all Company employee drivers.
- Medical review officer ("MRO") - means a licensed M.D. or D.O. with knowledge of drug abuse disorders that is employed or used by a motor carrier to conduct drug testing in accordance with this part.
- Performing (a safety-sensitive function) - means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- Random selection process - means that alcohol and drug tests are unannounced; that every driver of a motor carrier subject to test, tests conducted annually shall equal or exceed twenty-five percent (25%) for alcohol tests and fifty percent (50%) for drug test of the total number of drivers subject to testing a motor carrier.
- Reasonable cause - means that the motor carrier believes the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below, are indicative of the use of a controlled substance.
- Safety-sensitive function - means any of those on-duty functions set forth in CFR 49 section §395.2.
- On duty time - means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "On duty time" shall include:
  - a. All time at a carrier or shipper plant, terminal, or facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier:
  - b. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
    - All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
    - All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
    - All time spent performing the driver requirements relating to accidents;
    - All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.



### III. PROHIBITED SUBSTANCES

- Alcohol Use: means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol which, when consumed, causes an alcohol concentration in excess of those prescribed by Part 382 Subpart B (FMCSR) and section IV of this policy.
- Controlled Substances: In accordance with FHWA rules, urinalysis will be conducted to detect the presence of the following substances:
  - Marijuana
  - Cocaine
  - Opiates
  - Amphetamines
  - Phencyclidine-(PCP)

Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FHWA in accordance with the recommendations established by the Dept. of Health and Humans Services (DHHS).

### IV. PRESCRIPTION MEDICATIONS

Drivers taking legally prescribed medications issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor or dispatcher, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

**In the sole discretion of the alcohol and drug program administrator, a driver may be temporarily removed, with pay, from a safety-sensitive position if deemed appropriate.**

### V. PROHIBITIONS

- Alcohol Prohibitions:

The alcohol rule prohibits any alcohol misuse that could affect performance of a safety sensitive function. These include the following:

1. Use while performing safety sensitive functions.
2. Use during the 4 hours before performing safety-sensitive functions.
3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.04 or greater.



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4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
5. Use during 8 hours following an accident, or until he/she undergoes a post-accident test.
6. Refusal to take a required test.

**NOTE:** A driver found to have an alcohol concentration of greater than 0.02, but less than 0.04, will not perform nor be permitted to perform any safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that company policy has been violated, and the next occurrence could result in disqualification of a driver.

- Drug Prohibitions:

The regulations prohibit any drug use that could affect performance of safety-sensitive functions. These include the following:

1. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the CMV;
2. Testing positive for drugs; and
3. Refusing to take a required drug test.

Drivers must inform the alcohol and drug program administrator of any therapeutic drug use prior to performing a safety-sensitive function.

## VI. DRIVER APPLICANT AND CURRENT DRIVER TESTING

- Applicant Testing: All driver applicants will be required to submit to and pass a breath alcohol test and a urine drug test as a condition of employment. Job applicants, who are denied employment because of a positive test, may reapply for employment after 12 months.

Offers of employment are made contingent upon passing the Company's medical review, including the alcohol and drug test. Driver applicants who have received firm employment offers are to be cautioned against giving notice at their current place of employment, or incurring any costs associated with accepting employment with the Company until after medical clearance has been received. All newly hired drivers shall be on a probationary status for 30 days, contingent upon medical clearance for illicit controlled substance or alcohol usage, as well as other conditions explained in the personnel policies.



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Under no circumstances may a driver perform a safety-sensitive function until a confirmed negative result has been received.

Driver applicant drug testing will follow the collection, chain-of-custody and reporting procedures as set forth in CFR 49 -Part 40.

- **Owner-Operators:** Owner-Operators engaged by KDF are not employees of KDF, nor are they to be considered as such under this Policy. However, every owner-operator engaged to provide services to KDF must agree to, and successfully participate in the Company's alcohol and drug testing program. All owner-operator agreements will be entered into the Company contingent upon the operators' successful completion of the urinalysis and breath analysis under all phases of the Company's program, and are contingent upon the owner-operators continued status as a medically qualified driver.

The term "driver" as used in these procedures includes owner-operators.

- **Employee Drivers:** Under all circumstances, when a driver is directed to provide either a breath test or urine sample in accordance with these procedures, he or she must immediately comply as instructed. Refusal will constitute a positive result. The driver will be immediately removed from the safety-sensitive function and will be subject to further discipline or termination as appropriate.

#### VII. SUSPICION-BASED TESTING

- **Reasonable Suspicion:** If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related, or is otherwise demonstrating conduct that may be in violation of the Policy where immediate management action is necessary a supervisor or dispatcher, with the concurrence of the alcohol and drug program administrator, will require that driver to submit to a breath test or urinalysis. The following conditions are signs of possible alcohol or drug use (not all-inclusive):
  - Abnormally dilated or constricted pupils
  - Glazed stare – redness of eyes (sciara)
  - Flushed face
  - Change of speech (i.e. faster or slower)
  - Constant sniffing
  - Increased absences
  - Redness under nose
  - Sudden weight loss
  - Needle marks
  - Change in personality (i.e. paranoia)
  - Increased appetite for sweets



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- Forgetfulness – performance faltering – poor concentration
  - Borrowing money from coworkers
  - Seeking and advance of pay or other unusual display of need for money
  - Constant fatigue or hyperactivity
  - Smell of alcohol
  - Slurred speech
  - Difficulty walking
  - Excessive, unexplained absences
  - Dulled mental processes
  - Slowed reaction rate
- Immediate Action: Supervisors or dispatchers must take action if they have reason to believe one or more of the above-listed conditions is indicated, and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor or dispatcher observing such conditions will take the following actions immediately:
- Confront the employee involved, and keep under direct observation until the situation is resolved
  - Secure the alcohol and drug program administrator's concurrence to observations; job performance and company policy violations must be specific.
  - After discussing the circumstances with the supervisor or dispatcher, the alcohol and drug program administrator will arrange to observe or talk with the driver. If he/she believes, after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal will result in termination of employment.
  - Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline or suspension from driving duties. All confiscated evidence will be receipted for with signatures of both the receiving supervisor, as well as the provider.
  - If prior to confrontation by the supervisor or dispatcher, the driver admits to use but requests assistance, the alcohol and drug program administrator will arrange for assessment by an appropriate Substance Abuse Professional (SAP). Reassignment to the driver position is conditional to completing the SAP's guidelines and return to work testing.
  - Documentation: The supervisor or dispatcher shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems, and present such documentation to the alcohol and drug program administrator.



- **Removal From Driving:** The alcohol and drug program administrator will remove or cause the removal of the driver from the Company-owned vehicle and ensure that the driver is transported to an appropriate collection site and thereafter to the driver's residence or, where appropriate, to a place of lodging. Under no circumstances will that driver be allowed to continue to drive a Company vehicle or his/her own vehicle until a confirmed negative test result is received.
- **Acknowledges Use:** If, during the course of employment, the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provision set forth below:
  - The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;
  - The diagnosis and prescribed treatment of the driver's condition will be determined by health care professionals designated by the alcohol and drug program administrator in conjunction with the driver's physician; and
  - The driver might be placed on medical leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate.
- **Post-Accident Testing:** Currently, federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident. The driver must remain readily available for such testing or may be deemed by the alcohol and drug program administrator to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he or she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his or her system.

An accident is defined by FHWA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. Except for a fatality accident, verification of the driver's responsibility in the above accident scenario must be established by a citation to the driver.

Drivers may be provided with collection kits to be carried in their vehicles at all time. A list of nationally available collection sites will be provided through the Company Operating Unit Managers, including pertinent instructions and procedures prior to the driver operating a commercial motor vehicle.



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Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment. The failure of an owner-operator to comply with DOT post-accident and specimen collection rules will be considered a breach of contract with the Company, and the contract will remain invalid until appropriate substance abuse professional counseling has been completed.

- Random Testing: KDF will conduct random testing for all covered drivers as follows:
- A company-wide selection process which removes discretion in selection from any supervisor personnel will be adopted by the Company. This process will select covered drivers through the use of a computerized program;
- The random testing, once begun, will provide for alcohol testing of at least twenty five percent (25%) and for drug testing of at least fifty percent (50%) of all covered drivers.
- The random testing will be reasonably spaced over any twelve (12) month period.
- Once notified, a driver must proceed immediately to the assigned collection site.
- Program Administrator: The alcohol and drug program administrator will be responsible for designating the appropriate substance abuse professional who, in conjunction with the driver's physician, will diagnose the problem and recommend treatment.
- The driver's successful completion of the approved treatment program is a condition of continued employment as a driver.
- Following successful completion of any approved treatment program, the driver will be required to submit to at least six random drug tests during the first year, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition is grounds for immediate termination.
- All supervisors or dispatchers will receive training to assist them in identifying alcohol and drug use behavioral characteristics.
- Return-to-Duty Testing: Before a driver returns to duty that requires the performance of a safety-sensitive function, after engaging in conduct prohibited by this policy and Part 382 Subpart B (FMCSR), the driver shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC or receive a confirmed negative result from a controlled substance urinalysis test.

#### VIII. COLLECTION OF BREATH AND URINE SPECIMENS

- Breath Alcohol Testing: This will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49 Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the driver will be removed from a safety-sensitive function until resolved.
- Specimen Collection: Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow



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federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.

#### IX. LABORATORY ANALYSIS

As required by FHWA regulations, only a laboratory certified by Department of Health and Human Services (DHHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by the Company. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

#### X. CONSEQUENCES OF POSITIVE TEST RESULTS

- **Positive Test Results:** Alcohol and drug abuse may not only threaten the safety and productivity of all employees at KDF, but causes serious individual health consequences to those who use them. Any confirmed actions prohibited by Part V above, while performing a safety-sensitive function or refusing to take a breath test, will be grounds for termination as an employee.
- **Termination of Employment:** A driver testing positive for alcohol or drug use is subject to termination. Refusal to submit to testing will also be considered as positive.

Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing process.

#### XI. APPEAL OF TEST RESULTS

Any driver testing positive for the presence of a controlled substance will be contacted by the Company's Medical Review Officer (MRO). The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The Company will not be a party to, or have access to matters discussed between the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test to the Company as a negative.

Within 72 hours after the driver has been notified of a positive test result for drugs, he/she may request a retest of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the company alcohol and drug program administrator will be notified. A retest may be initiated as appropriate.



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## XII. CONFIDENTIALITY

Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.

Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests. A copy of the requested records will be sent within 5 working days.

Collection of breath and urine samples must always be documented and sealed with a tamperproof sealing system in the presence of the driver, to ensure that all tests can be correctly traced to the driver.

Drug test analysis from the DHHS approved laboratory will be forwarded directly to the MRO assigned by the alcohol and drug program administrator. Alcohol test results will be forwarded by the MRO to the alcohol drug program administrator for confidential recordkeeping.



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**SCHEDULE OF PROPOSAL PRICES  
ALL-INCLUSIVE SERVICES**

The Contractor shall provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TDMS (if required), and delivery for disposal for a fixed unit price at a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous waste. This cost is inclusive of all related expenses including Contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement. Final Disposal Fees shall be passed through to the City without Markup.

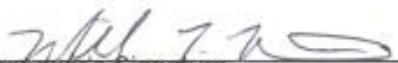
DESCRIPTION	UNIT	COST
Vegetative debris – Right of Way / Public Property (includes all <del>other</del> vegetative debris, including tree debris that would <del>not</del> fall into the category of <del>leaners, hangers, and stumps.</del>	Per Cubic Yard	\$
Tree debris : Hangers, Leaners, Stumps ( <del>cradle to grave price</del> , to include and not limit to <b>resetting</b> , cutting, removing, <del>processing</del> and <del>delivery</del> <b>preparation for collection</b> of those specific items in accordance with specifications)	Price per Each :  Hanger Leaner and/or stump	 _____/ea. _____/ea. _____/ea.
Construction and demolition debris, including white goods	Per Cubic Yard	\$
Disposal Fee of Processed vegetative debris (Final Disposal Site)	Per Cubic Yard/Per Ton	<b>TBD by no later than thirty (30) days after Emergency Event</b>
Disposal Fee of compacted C & D, mixed and other non-vegetative materials (Final Disposal Site)	Per Cubic Yard/Per Ton	<b>TBD by no later than thirty (30) days after Emergency Event</b>

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that KDF Enterprises, LLC does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Proposer's Signature

KDF Enterprises, LLC  
Company Name

3/18/19  
Date

INDEMNIFICATION CLAUSE

(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

KDF Enterprises, LLC  
Contractor's Name

[Signature]  
Signature

3/14/19  
Date

State of: Indiana

County of: Warrick

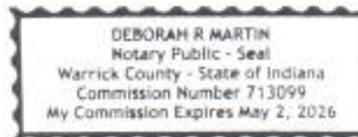
The foregoing instrument was acknowledged before me this 18 day of 3, 2019, by Michael Monte, who is (who are) personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

[Signature]  
Notary Public Signature

Deborah R. Martin  
Notary Name, Printed, Typed or Stamped

Commission Number: 713099

My Commission Expires: 5/2/2026



NON-COLLUSIVE AFFIDAVIT

State of Indiana )  
County of Warrick )ss.

Michael Martin being first duly sworn, deposes and says that:

- (1) He/she is the CFO (Owner, Partner, Officer, Representative or Agent) of KDF Enterprises, LLC the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

Deborah R. Martin

\_\_\_\_\_

By: [Signature]

Michael Martin  
(Printed Name) \_\_\_\_\_

CFO  
(Title) \_\_\_\_\_

ACKNOWLEDGEMENT

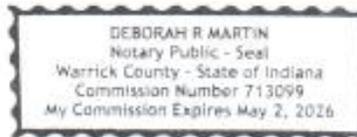
State of Indiana

County of Warrick

The foregoing instrument was acknowledged before me this 18 day of 3, 2019,  
by Michael Martin, who is personally known to me or who has produced  
Driver License as identification and who did (did not) take an oath.

WITNESS my hand and official seal

[Signature]  
NOTARY PUBLIC \_\_\_\_\_



Deborah R. Martin  
(Name of Notary Public. Print, Stamp, or  
Type as Commissioned.)

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. for Emergency Debris Management Services.
2. This sworn statement is submitted by KDF Enterprises, LLC (name of entity submitting sworn statement) whose business address is 370 Mountain View RD Springville, AL 35146 and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1244278. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Michael Martin and my  
(Please print name of individual signing)  
relationship to the entity named above is CFO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.  
(If this box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

KDF Enterprises, LLC Signing: Michael Martin, CFO  
Proposer's Name

[Signature]  
Signature

Date: 3/18/19

State of: Indiana

County of: Warrick

The foregoing instrument was acknowledged before me this 18 day of 3, 2019, by Michael Martin, who is (who are) personally known to me or who has produced Daisy Cic... as identification and who did (did not) take an oath.

[Signature]  
Notary Public Signature

Deborah R. Martin  
Notary Name, Printed, Typed or Stamped



Commission Number: 713099

My Commission Expires: 5/2/2024



PROPOSAL CONFIRMATION

In accordance with the requirements to provide Emergency Debris Management Services pursuant to RFP, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Emergency Debris Management Services, RFP No. to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

KDF Enterprises, LLC, Signing Michael Martin, CFO  
Proposer's Name

[Signature]  
Signature

3/18/19  
Date

State of: Indiana

County of: Warrick

The foregoing instrument was acknowledged before me this 18 day of 3, 2019, by Michael Martin, who is (who are) personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

[Signature]  
Notary Public Signature

Deborah R. Martin  
Notary Name, Printed, Typed or Stamped

Commission Number: 713099

My Commission Expires: 5/2/2026



**PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

Company Name: KDF Enterprises, LLC  
 Social Security/Federal Tax I.D. No.: 47-1244278  
 Proposer's Name (Print): Michael Martin Title: CFO  
 Address: 370 Mountain View rd  
 City/State/Zip: Springville, AL 35146  
 Phone: 812-550-4222 Fax: 404-506-9849  
 Email: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, Whichever Applies

**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: <u>1</u>	Dated: <u>3/12/19</u>
Addendum No: <u>2</u>	Dated: <u>3/12/19</u>
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

**Part II:**

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Michael Martin, CFO  
 Proposer's Authorized Signature \_\_\_\_\_ Date 3/12/19  
 Proposer's Printed Name Michael Martin

**PROPOSER'S QUALIFICATION STATEMENT**

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
 Purchasing Division  
 4800 West Copans Road  
 Coconut Creek, FL 33063

Submitted By: Michael Martin, CFO  
 Name: KDF Enterprises, LLC  
 Address: 370 Mountain View rd  
 City, State, Zip: Springville, AL 35146  
 Telephone No. 812-550-4222  
 Fax No. 404-506-9849

- Check One  
 Corporation  
 Partnership  
 Individual  
 Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: KDF Enterprises, LLC

The address of the principal place of business is: 370 Mountain View rd  
Springville, AL 35146

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and Address of Resident Agent: \_\_\_\_\_

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: 7/1/14
- b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_  
Wayne Kilpatrick Managing Member
- c. State whether general or limited partnership: GA

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? 4 yrs

a. Under what other former name has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

Alabama GC #52419, Georgia DOL#254715-06, E-Verify #805571

8. Litigation/Judgments/Settlements/Debarments/Suspensions:  
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Emergency Debris Management Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

NA

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See resumes

11. State the name of the individual(s) and titles who will personally supervise the work:

See resumes

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13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

Wayne Kilpatrick Managing Member 100%

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14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

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15. State the name of Surety Company which will be providing the bond (if applicable), and the name and address of agent:

See attached letter

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16. List the following information concerning all Proposer's Contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.) Proposer(s) may limit their listings to the Gulf States (Florida, Alabama, Mississippi, Louisiana and Texas).

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
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See attached letter

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17. Have you personally inspected the site of the proposed work?

Yes  No

18. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes  No

19. Did you attend the pre-proposal conference if any such conference was held?

Yes  No  No Conference Held

20. Bank References:

Bank	Address/City/State/Zip	Telephone
See attached letter		

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the Contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or Contract.

Proposer's Signature 

Date 3/15/19

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ACKNOWLEDGEMENT  
PROPOSER'S QUALIFICATION STATEMENT

State of Indiana

County of Warrick

On this the 1<sup>st</sup> day of 3, 2017, before me, the undersigned Notary Public of the State of Florida, Personally appeared

Michael Martin, CFO And  
*(Name(s) of individual(s) who appeared before notary)*

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



*Michael T. RO*  
*CFO*  
*3/18/19*

*Deborah R. Martin*  
NOTARY PUBLIC, STATE OF FLORIDA  
Indiana

*Deborah R. Martin*  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

**SCRUTINIZED COMPANIES  
CERTIFICATION PURSUANT TO  
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, Michael Martin, CFO, on behalf of KDF Enterprises, LLC  
Print Name Company Name

certifies that KDF Enterprises, LLC does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature 

Michael Martin, CFO

Title

812-550-4222

Phone

3/18/19  
Date



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>KDF Enterprises, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC             <input type="checkbox"/> C Corporation             <input type="checkbox"/> S Corporation             <input type="checkbox"/> Partnership             <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b>  <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶       </p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):          Exempt payee code (if any) _____          Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small> </p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>1101 W 34TH ST-211</b></p> <p><b>6</b> City, state, and ZIP code  <b>Austin, TX 78705</b></p> <p><b>7</b> List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p>
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### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	7	-	1	2	4	4	2	7	8

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5-7-18</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*