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Project Manual

**KUB UTILITY DAMAGE PREVENTION  
AND RELATED SERVICES**

**FOR**

**KNOXVILLE UTILITIES BOARD  
Knoxville, Tennessee**

**Control No: 998**

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Prepared by:

**KNOXVILLE UTILITIES BOARD  
4505 MIDDLEBROOK PIKE  
KNOXVILLE, TN 37921**



**Know what's below.  
Call before you dig.**

October 2017

**Electricity    Water    Waste Water    Gas**

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Contract Services Copy

**AGREEMENT,  
BONDS,  
AFFIDAVITS, &  
INSURANCE**

**KUB UTILITY DAMAGE  
PREVENTION AND  
RELATED SERVICES**

**CONTROL NO. 998**



**APPENDIX IX  
AGREEMENT**

THIS AGREEMENT, made this the 20<sup>th</sup> day of December, 2017, by and between USIC Locating Services, LLC, (hereinafter called the "CONTRACTOR") and Knoxville Utilities Board, a municipal utility created by charter of the City of Knoxville, Tennessee, a municipal corporation, (hereinafter called "the OWNER"), which municipal agency is authorized to contract in its own name.

**WITNESSETH**

The CONTRACTOR and OWNER, for and in consideration of their respective agreements contained herein hereby agree as follows:

1. The CONTRACTOR, at his own expense, shall do all work and furnish all materials not furnished by the OWNER, equipment, tools, and labor to complete in a good and workmanlike manner the following:

**KUB Utility Damage Prevention and Related Services  
Control Number: 00998**

(hereinafter called the "Work"). The Work shall be done in accordance with this Agreement and in accordance with the following documents in order of precedence (all of which, including this Agreement, are hereinafter sometimes referred to as the "Contract Documents"):

1. The Agreement;
2. The Contractor's Proposal including any supplements thereto, attached hereto as Attachment "A", and any documented post proposal negotiations;
3. The RFP; and any RFO Addendums and any other KUB documents to include but not be limited to technical specifications, etc. attached hereto as Attachment "B" (hereinafter referred to collectively as "Contract Documents");

**KUB Utility Damage Prevention and Related Services  
Control Number: 00998**

And

In the event of a conflict between the documents, which together comprise the Contract Documents, the document with the first order of precedence shall control. The Contract Documents represent the entire Contract between the parties and supersede all prior representations, negotiations and agreements, whether written or oral. The Work performed by the CONTRACTOR shall be subject to inspection by the OWNER, and in the discretion of the OWNER, a reasonable amount of monies requested by the



CONTRACTOR will be withheld for the percentage of the Work not complying with the Contract Documents until defects are corrected.

2. Unless otherwise expressly provided in the Contract Documents, the CONTRACTOR shall begin the Work on **January 1, 2018**. This Agreement will expire on **December 31, 2020**. Upon agreement of the parties, the term may be extended up to two (2) additional one year renewal terms, for a maximum period, including renewal terms, of five (5) years.

KUB may terminate this Agreement for cause at any time by giving thirty (30) days written notice to the Contractor if the Contractor defaults on any material obligation. KUB may immediately terminate this Agreement for specific actions as defined in the Contract Documents. Either party may terminate without cause by giving one hundred twenty (120) days written notice to the other party.

3. Not used

4. During the term of the Agreement, KUB shall compensate Contractor for the Work performed hereunder in accordance with the **Unit Rate Sheet** as submitted. Payment for all services performed under this Agreement will be made at the rates listed unless amended by contract amendment. Rates shall be adjusted on the one year calendar anniversary date of execution of the contract extension based on the latest available monthly Consumer Price Index-Urban (CPI-U) data. No additional payments will be made for items not listed.

The Contractor will provide KUB with a monthly invoice for the Work completed containing the information as required by KUB. KUB may request some invoices for certain jobs, such as claims, to be submitted within 2 weeks of the work being completed. The format of the invoice will be as proposed by the Contractor and as accepted by KUB or its Representative. All invoices will be submitted to the following address:

Knoxville Utilities Board  
Mailstop: GS04  
Attn: Accounts Payable  
P.O. Box 51326  
Knoxville, Tennessee 37950-1326

KUB shall have five (5) days to do an independent evaluation of the billing to determine the accuracy of and finally approve each invoice from the receipt date of the invoice. KUB shall then pay the Contractor within thirty (30) days of each approved invoice, with payment amounts calculated on the basis of the units of work contained in the schedule of charges and as completed by the Contractor as specified in this Agreement. KUB retains the right to do an independent evaluation of the billing to determine the accuracy thereof. KUB shall have the right to return to the Contractor within or immediately after the five (5) day approval period any invoice that is not correct and the payment of which it

disputes (hereafter referred to as "Billing Dispute"). In the case of a Billing Dispute, KUB shall set forth in a writing addressed to Contractor the exact nature of the dispute and its proposed solution. Contractor will respond within ten (10) business days of receipt of said writing and include a proposed solution if different than the one suggested by KUB. KUB shall adhere to the same five (5) day evaluation and payment within thirty (30) days from approval for revised invoices submitted from Billing Disputes. The Contractor may also resubmit an invoice for approved items for processing and work on resubmitting un-approved items separately. KUB shall have the right to modify or amend the format of the invoice as to customer information fields upon verbal or written notice to the Contractor provided that Contractor is not required to amend or change its standard "blank" invoicing form. For invoices returned to the Contractor in the event of validated billing errors KUB reserves the right to charge the Contractor \$100.00 per invoice returned to cover the costs of KUB administrative time.

5. If the duration of the Work exceeds 30 days, the OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment submitted on or about the 25<sup>th</sup> day of each month during performance of the Work. **The date on the Application For Payment (invoice) must be the 1<sup>st</sup> day of the next month. For example invoice submitted 25 May with date on invoice of 1 June.** The CONTRACTOR's Applications for Payment shall comply with the Contract Documents and shall conform to the Schedule of Values submitted to and approved by the OWNER. **Payment terms for this Agreement will be NET 30 DAYS from the date of approval by the OWNER of the CONTRACTOR's Applications for Payment.**
6. The CONTRACTOR shall comply with all state, federal and local laws and regulations (including but not limited to the Occupational Safety and Health Act, environmental and immigration laws and regulations) and all applicable codes and standards which govern the Work. The CONTRACTOR shall have and maintain in force at all times and upon request shall furnish to the OWNER proof that it has all licenses that are required to do the Work. It shall be the CONTRACTOR's responsibility to obtain permits and schedule for blasting, road closures, traffic control plans and other items necessary to complete the work. The OWNER shall obtain city, county and state approvals required for the facilities to be installed under this Agreement. The CONTRACTOR agrees to maintain a drug and alcohol-testing program for all employees performing the Work under this Agreement and shall replace any such employee who refuses testing or fails a test immediately at the CONTRACTOR's expense without impeding the progress of the Work.
7. The CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors performing or furnishing any of the Work just as the CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. CONTRACTOR shall be solely responsible for coordinating the Work with any Subcontractors performing any of the Work under direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors performing or furnishing any Work to communicate with

OWNER, DESIGN ENGINEER or Resident Project Representative through CONTRACTOR. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR by a Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER and DESIGN ENGINEER. CONTRACTOR shall have it's own representative on site to communicate with the OWNER while work is being performed by Subcontractors.

8. Neither CONTRACTOR nor any Subcontractor shall commence work under this Agreement until the insurance described in the Contract Documents is in force and a certificate showing proof of such insurance has been delivered to the OWNER.
9. Should the CONTRACTOR:
  - (a) fail or refuse to begin or, once begun, to diligently proceed with the Work after receipt of the Notice to Proceed; or
  - (b) assign or sublet this Agreement or any part thereof without prior written consent of the OWNER; or
  - (c) violate any provisions of this Agreement; or
  - (d) allow any officer, director, shareholder or partner of CONTRACTOR to have any relationship with OWNER which would be violative of the conflict of interest provisions of T.C.A. § 6-54-107 and/or §12-4-101.

then in any of such events, the OWNER may immediately take one or more of the following actions: (i) cancel this Agreement; (ii) require the CONTRACTOR to discontinue the Work immediately; (iii) sue the CONTRACTOR for damages suffered by the OWNER, including consequential damages, and (iv) seek and obtain whatever equitable relief by way of injunction or specific performance that may be available.

Seeking any one or more of the above remedies will not be a waiver of any other remedy available to the OWNER. The CONTRACTOR shall pay the cost and expense of the OWNER's enforcement of its rights hereunder, including but not limited to reasonable attorney's fees.

10. The CONTRACTOR shall be solely responsible for and shall have control over the means, methods, techniques and procedures for doing the Work. The CONTRACTOR is an independent contractor and neither CONTRACTOR nor any of its employees shall be deemed to be agents or employees of the OWNER. The CONTRACTOR agrees to maintain a professional workforce at all times. CONTRACTOR and its Subcontractors shall maintain current documentation related to the training, certification, and legal status (if applicable) of its employees and shall make documentation available to the OWNER for review upon request. The CONTRACTOR shall enforce good order and discipline

among their employees and any other persons performing the Work. CONTRACTOR employees performing the Work shall present a neat appearance and shall treat OWNER's employees and customers in a polite manner. The CONTRACTOR shall not employ unfit persons or persons not skilled in the specific tasks of the Work. The CONTRACTOR, at his expense, shall promptly replace employees or Subcontractors who do not meet these minimum requirements without impeding the progress of the Work.

11. The obligation of the OWNER hereunder are payable from the revenues of the appropriate **Electric, Gas, Water, and Wastewater** Divisions of the Knoxville Utilities Board.
12. The CONTRACTOR shall indemnify and save harmless the OWNER in accordance with the terms and conditions of sections 4.06.G., 6.07, 6.11.A.3, and 6.20 of the General Conditions (Section 00700). The CONTRACTOR's indemnity obligations hereunder shall apply even though the OWNER may be chargeable with negligence in connection with the occurrence made the basis of any claim or suit, provided any such claim or suit is not due to the OWNER's sole negligence.
13. The CONTRACTOR is responsible for any and all tax liabilities, which may be imposed upon the Work, or any materials used therein under the sales or use tax laws of the State of Tennessee. It shall be the CONTRACTOR's responsibility to determine if taxes are due on the Work or materials installed under this Agreement.
14. The CONTRACTOR has thoroughly examined and carefully studied the Site of the Work and the Contract Documents and has identified any and all conflicts, errors, ambiguities, and discrepancies to the OWNER in writing and the written resolution thereof by the OWNER is acceptable to the CONTRACTOR; and the CONTRACTOR has determined that it can construct and deliver a fully completed Project which is functional for its intended purpose within the Contract Price and the Contract Time specified in the Contract Documents and this Agreement.
15. This Agreement shall be binding upon and shall inure to the benefit of the OWNER and the CONTRACTOR and each of their respective heirs, successors, partners, and assigns. The CONTRACTOR may not assign this Agreement or Subcontract any part of the Work without the prior written consent of the OWNER. No amendment, modification or interpretation of this Agreement by either party shall be effective unless the same is in writing and signed by a duly authorized representative of the OWNER.
16. In addition to all other rights and remedies available to KUB under the law and the Contract Documents, the CONTRACTOR agrees to provide a one (1) year warranty for all labor, materials, equipment, workmanship, and restorations. The warranty period will begin at Substantial Completion of the Work as determined by the OWNER. The CONTRACTOR agrees that it is his financial responsibility to repair all damages to public and private property, which result from his performance of the Work. If the



CONTRACTOR fails to perform repairs in a timely manner as determined by the OWNER, the OWNER will complete said repairs and invoice the CONTRACTOR for costs associated with said repairs.

17. Contractor to make all repairs of damages caused by Contractor to customer's property to the satisfaction of KUB. All restorations shall be to pre-existing conditions or better. All repairs shall be made within 48 hours, conditions permitting.
18. Neither party, nor its respective counsel, shall be deemed the drafter of this Agreement, and all provisions of this Agreement and the Contract Documents shall be construed in accordance with the fair meaning, and not strictly construed for or against either party.





IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

(SEAL)

**CONTRACTOR:**

**USIC Locating Services, LLC**

By Tim Seelig

Printed Name TIM SEELIG

Title SENIOR VICE PRESIDENT

Address 9045 N. RIVER ROAD, SUITE 300  
INDIANAPOLIS, IN 46240

Phone 317-575-7800 Fax 317-463-0708

CONTRACTOR's License No. \_\_\_\_\_

Attest:

Attila Pa  
(Witness)

(SEAL)

**OWNER:**

**Knoxville Utilities Board**

By Michelle W. Wilson

Name: Michelle W. Wilson  
Title: Acting Procurement Manager  
Procurement Department  
Address: 4505 Middlebrook Pike  
Knoxville, TN 37921  
Phone: 865-594-7434

Attest:

Jennifer Hobbes  
(Witness)

END OF SECTION



December 18, 2017

Knoxville Utilites Board  
P.O. Box 59017  
Knoxville, TN 37950

Re: USIC Locating Services, LLC.  
Bond # CMS0327721  
Contract Amount: \$250,000.00  
KUB Utility Damage Prevention and Related Services, Control Number 00998


To Whom It May Concern:

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

RLI Insurance Company

By

  
C. Stephens Griggs  
Attorney-in-Fact

LOCKTON COMPANIES

444 W 47th Street, Suite 900 / Kansas City, MO 64112-1906

816.960.9000 / FAX: 816.960.9099

www.lockton.com



**KNOXVILLE UTILITIES BOARD  
STANDARDS AND SPECIFICATIONS**

**FORM OF PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we the undersigned (Name of Principal) USIC Locating Services, LLC, hereinafter called the Principal, and (Name of Surety), RLI Insurance Company, hereinafter called the Surety, are held and firmly bound unto Knoxville Utilities Board ("the OWNER"), an independent agency of the City of Knoxville, Tennessee, a municipal corporation, for the use of Knoxville Utilities Board and all persons doing work or furnishing skill, tools, machinery, supplies, or materials under or for the purpose of the Agreement hereinafter referred to, in the full and just sum of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** in lawful money of the United States of America, to be paid to OWNER, its successors and assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into an Agreement with OWNER, dated December 20, 2017 for **KUB Utility Damage Prevention and Related Services, Control Number 00998**.

**WHEREAS**, it was one of the conditions of the award by OWNER, pursuant to which the Agreement hereinabove referred to was entered into, that these presents shall be executed.

WHEREAS, the Obligor has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year, including the payment of labor and material furnished for use in the performance of said Agreement for a period of one year.

**NOW THEREFORE**, the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Agreement and his obligations thereunder, including the Contract Documents of said Agreement and his obligations thereunder, including the Specifications, Drawings, and Bid therein referred to and made a part thereof, and such alterations as may be made on such Contract Documents and therein provided for, and shall indemnify and save harmless OWNER against or from all costs, expenses, damages, injury or loss, to which OWNER, may be subjected by reason of any wrong doing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of the CONTRACTOR, his agents, or employees, in the execution or performance of said Agreement, and shall promptly pay all just claims for damages or injury to property and for all work done, or skill, tools or machinery, supplies, labor and materials furnished and debts incurred by the CONTRACTOR in or about the performance of the Work contracted for, this obligation is to be void.

This bond is for the term beginning January 1, 2018 and ending December 31, 2018. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligor recoverable under this bond.

And, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time and alteration or addition to the terms of the Agreement or to the Work or to the Contract Documents.

This Bond shall be for the use of OWNER, and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the Agreement hereinabove referred to.



**KNOXVILLE UTILITIES BOARD  
STANDARDS AND SPECIFICATIONS**

This Bond shall also secure the performance by the Principal of all obligations to provide labor and/or material in connection with any warranty provided for in the Agreement between the Principal and OWNER.

The undersigned Principal and Surety do further hereby consent and yield to the jurisdiction of the State Civil Courts of Knox County, Tennessee, and shall assure all undertakings under said Agreement or Contract and shall assure and protect all laborers and furnishings or material on said work both as required by applicable law.

In each and every suit brought against the Surety upon this bond by OWNER in which the OWNER shall be successful, there shall be assessed against the Surety in favor of the OWNER reasonable counsel fees, which the Surety hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this 20th of December, 2017.

In Presence of:

*[Signature]*

\_\_\_\_\_ Address

Individual Principal  
USIG Locating Services, LLC  
*Phillip V. Ford, Treasurer*  
Corporate Principal

\_\_\_\_\_ Business Address  
9045 N. River Road, Suite 300, Indianapolis, IN 46240  
Business Address

Attest:  
*[Signature]*

By *[Signature]*  
(Affix Corporate Seal) C. Stephens Griggs, Attorney-in-Fact

RLI Insurance Company  
Corporate Surety

9025 N. Lindbergh Drive, Peoria, IL 61615  
Business Address

A valid power of attorney for the person signing for the Surety Company must be attached.

Bond Number CMS0327721  
The rate of premium on this bond \$15.00 per thousand.  
The total amount of premium charged is \$ 3,750.00.



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, TIM SEELIG, certify that I am the ~~Secretary/Assistant Secretary~~ SENIOR VICE PRESIDENT of the corporation named as Principal in the within Bond; that PHILLIP KRYDER, who signed the said Bond on behalf of the Principal was then TREASURER of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

Tim Seelig  
Corporate Secretary Signature  
SENIOR VICE PRESIDENT



Corporate Seal

END OF SECTION



RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Patrick T. Pribyl, Debra J. Scarborough, Mary T. Flanigan, Christy M. Braile, Laura M. Buhrmester, Jeffrey C. Carey, Charissa D. Lecuyer, Larissa Smith, C. Stephens Griggs, Tahitia M. Fry, Evan D. Sizemore, Charles R. Teter III, Rebecca S. Leal, Megan L. Burns-Hasty, Robbie Collins, jointly or severally

in the City of Kansas City, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of November, 2016.



**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

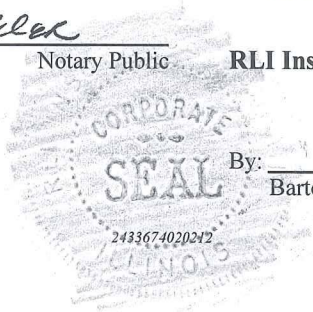
On this 18th day of November, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 20th day of December, 2017.

By: Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President





**KNOXVILLE UTILITIES BOARD  
STANDARDS AND SPECIFICATIONS**

**FORM OF PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we the undersigned (Name of Principal), USIC Locating Services, LLC, hereinafter called the Principal, and (Name of Surety), RLI Insurance Company, hereinafter called the Surety, are held and firmly bound unto Knoxville Utilities Board ("the OWNER"), an independent agency of the City of Knoxville, a municipal corporation, for the use of OWNER and all persons doing work or furnishing skill, tools, machinery, supplies, or materials under or for the purpose of the Agreement hereinafter referred to, in the full and just sum of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** in lawful money of the United States of America, to be paid to OWNER, its successors and assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into an Agreement with OWNER, dated December 20, 2017 for **KUB Utility Damage Prevention and Related Services, Control Number 00998**.

**WHEREAS**, it was one of the conditions of the award by OWNER, pursuant to which the Agreement hereinabove referred to was entered into, that these presents shall be executed.

WHEREAS, the Obligor has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year, including the payment of labor and material furnished for use in the performance of said Agreement for a period of one year.

**NOW THEREFORE**, the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Agreement and his obligations thereunder, including the Contract Documents of said Agreement and his obligations thereunder, including the Specifications, Drawings, and Bid therein referred to and made a part of thereof, and such alterations as may be made on such Contract Documents and therein provided for, and shall indemnify and save harmless OWNER against or from all costs, expenses, damages, injury or loss, to which OWNER, may be subjected by reason of any wrong doing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of the CONTRACTOR, his agents, or employees, in the execution or performance of said Agreement, and shall promptly pay all just claims for damages or injury to property and for all work done, or skill, tools or machinery, supplies, labor and materials furnished and debts incurred by the CONTRACTOR in or about the performance of the Work contracted for, this obligation is to be void.

This bond is for the term beginning January 1, 2018 and ending December 31, 2018. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligor recoverable under this bond.

And, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time and alteration or addition to the terms of the Agreement or to the work or to the Contract Documents.



**KNOXVILLE UTILITIES BOARD  
STANDARDS AND SPECIFICATIONS**

This Bond shall be for the use of OWNER, and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the Agreement hereinabove referred to.

This Bond shall also secure the performance by the Principal of all obligations to provide labor and/or material in connection with the warranty provided for in the Agreement between the Principal and the OWNER.

The undersigned Principal and Surety do further hereby consent and yield to the jurisdiction of the State Civil Courts of Knox County, Tennessee, and shall assure all undertakings under said Agreement and shall assure and protect all laborers and furnishings or material on said Work both as required by applicable law.

In each and every suit brought against the Surety upon this bond by OWNER in which the OWNER shall be successful, there shall be assessed against the Surety in favor of the OWNER reasonable counsel fees, which the Surety hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this 20th of December, 2017.

In Presence of:

[Signature]

\_\_\_\_\_ Address

Individual Principal

\_\_\_\_\_ Business Address

USIC Locating Services, LLC  
Philip V. Griggs, Treasurer  
Corporate Principal

9045 N. River Road, Suite 300, Indianapolis, IN 46240  
Business Address

Attest:  
[Signature]

By [Signature]  
(Affix Corporate Seal) C. Stephens Griggs, Attorney-in-Fact

RLI Insurance Company  
Corporate Surety

9025 N. Lindbergh Drive, Peoria, IL 61615  
Business Address

A valid power of attorney for the person signing for the surety company must be attached.

Bond Number CMS0327721

The rate of premium on this bond \$15.00 per thousand.

The total amount of premium charged is \$ Included in Performance Bond.





CERTIFICATE AS TO CORPORATE PRINCIPAL

I, TIM SEELIG, certify that I am the  
~~Secretary/Assistant Secretary~~ SENIOR VICE PRESIDENT of the corporation named as Principal in the within bond; that  
PHILIP KRYDER, who signed the said Bond on behalf of the Principal  
was then TREASURER of said corporation; that I know his signature, and his  
signature thereto is genuine; and that said Bond was duly signed, sealed, and attested to for and  
in behalf of said corporation by authority of its governing body.

Tim Seelig  
~~Corporate Secretary Signature~~  
SENIOR VICE PRESIDENT

Corporate Seal

END OF SECTION



RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Patrick T. Pribyl, Debra J. Scarborough, Mary T. Flanigan, Christy M. Braile, Laura M. Buhrmester, Jeffrey C. Carey, Charissa D. Lecuyer, Larissa Smith, C. Stephens Griggs, Tahitia M. Fry, Evan D. Sizemore, Charles R. Teter III, Rebecca S. Leal, Megan L. Burns-Hasty, Robbie Collins, jointly or severally

in the City of Kansas City, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of November, 2016.



**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

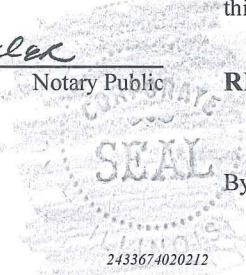
On this 18th day of November, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 20th day of December, 2017.

By: Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President





SECTION 00482  
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Indiana )

County of Marion )

Darin Stalbaum, being first duly sworn, deposes and says that:

- (1) The bidder is Vice President – Sales & Marketing of USIC Locating Services, LLC the person who has submitted the attached Bid;
- (2) The bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person, to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the OWNER or any person interested in the Agreement; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant,

(Signed) Darin Stalbaum Title VP - SALES + MARKETING

Subscribed and sworn to before me this 3RD day of NOVEMBER 2017 .

By: Autumne C Bruce

Title: NOTARY

My commission expires: 05/05/2024

END OF SECTION





SECTION 00484

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF INDIANA

COUNTY OF MARION

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is Darin Stalbaum. I hold the principal office of Vice President – Sales & Marketing for USIC Locating Services, LLC.  
(Name of Principal Office) (Name of Bidding Entity)

2. USIC Locating Services, LLC has submitted a bid to KUB for the  
(Name of Bidding Entity)  
construction of the Work entitled KUB Utility Damage Prevention and Related Services, KUB  
Control Number 998.

3. USIC Locating Services, LLC employs no less than five (5) employees.  
(Name of Bidding Entity)

4. In accordance with Tenn. Code Ann. §50-9-113, this is to certify that  
USIC Locating Services, LLC has in effect at the time of its submission  
(Name of Bidding Entity)  
of a bid to perform the construction of the Work identified above, a drug-free workplace program  
that complies with Title 50, Chapter 9 of the Tennessee Code.

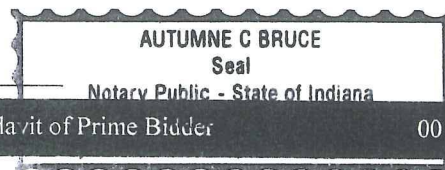
5. This affidavit is made on personal knowledge.

Further the affiant saith not this 3<sup>RD</sup> day of NOVEMBER, 2017.

Darin Stalbaum  
Title: VP - SALES + MARKETING

Subscribed and sworn to before me this 3<sup>RD</sup> day of NOVEMBER, 2017.

Autumne C Bruce  
My Commission Expires: 05/05/2024





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY)  
12/14/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : Navigators Insurance Company		42307
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
1378688 LOCATE HOLDINGS, INC.  
USIC, LLC  
DBA USIC LOCATING SERVICES, LLC  
9045 N RIVER ROAD, SUITE 300  
INDIANAPOLIS IN 46240

COVERAGES      CERTIFICATE NUMBER: 12896089      REVISION NUMBER: XXXXXXXX

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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO9441413-02	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP9441414-02	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N	N	NY17EXC740722IV	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A 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	N/A	WC9441411-02 (DED) WC9441412-02 (RETRO)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Knoxville Utilities Board is included as additional insured (except workers' compensation) where required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

12896089

Knoxville Utilities Board  
4505 Middlebrook Pike  
Knoxville TN 37921-5599

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

**PROPOSAL TO KUB  
DATED November 7,  
2017**

**KUB UTILITY DAMAGE  
PREVENTION AND  
RELATED SERVICES**

**CONTROL NO.  
998**

# Knoxville Utilities Board

## *Request for Proposal*

### *Utility Damage Prevention and Related Services*

*Control Number: 00998*

**SEALED BID**

*PROPOSAL DUE DATE: Tuesday, November 7, 2017  
2:00 P.M.*

*Prepared By*  
**USIC Locating Services, LLC**





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## SECTION I



## Exhibit A: Synopsis

### OPENING COMMENTS

USIC Locating Services, LLC. (USIC) would like to thank Knoxville Utilities Board (KUB) for the opportunity to submit a proposal for continuing the utility damage prevention services that USIC currently provides to KUB. During the selection process, we request that you consider the following critical success factors that separate USIC from competing vendors:

- Expertise – USIC’s core business is underground facilities locating, marking and damage prevention and we hope for the opportunity to continue to build tenure and performance improvement in partnership with KUB.
- Transition Risk -USIC has a strong presence throughout KUB operating territory that provides full coverage to KUB service area and retaining our services significantly reduces the risks associated with vendor transition.
- Economies of scale – USIC enjoys the logistical advantage of servicing majority of KUB’s ticket sites for other customers (telecommunications and cable TV). As example, USIC recently renewed our major telecommunications locating contract in Tennessee for three additional years. Our proposal reflects the efficiencies gained by locating multiple utilities, including KUB’s multiple utilities, at one job site.

### SPECIFIC ABILITY AND RESOURCES

USIC Locating Services, LLC, a subsidiary of United States Infrastructure Corporation, is America's leading provider of underground utility locating services, with over 6,900 highly-trained utility locating technicians protecting the assets of over 90% of the Fortune 500 Utility and Telecommunications Companies throughout 42 states and one Canadian province. USIC operates from 50 district offices located throughout our operating footprint. USIC leads the utility locating industry in volume, accuracy, timeliness, and customer satisfaction.

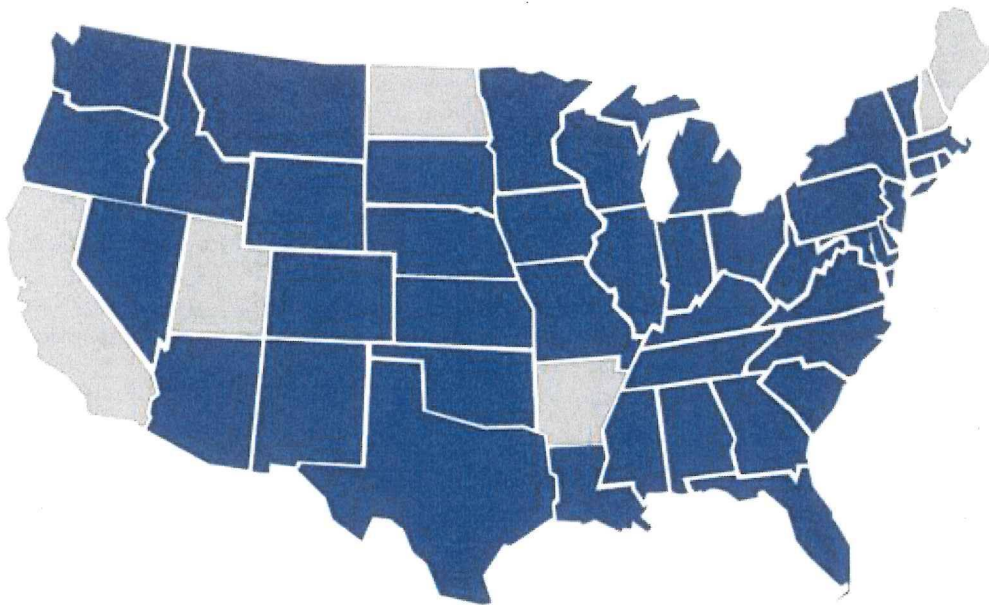
Through our legacy companies, USIC has been in the utility locating business since 1978. In 2008, USIC Locating Services was formed by combining two leading utility locating companies to form the market leader in underground damage prevention services. Acquisitions and expansion with existing and new customers have resulted in significant growth every year since USIC was formed in 2008. Recent USIC acquisitions, including New York based Premier in 2015, have added additional non-locating capabilities that we refer to as “Utility Services” to USIC offerings. USIC has a national presence with over 70% market share in the outsourced locating services market. USIC services over 70 million utility locates annually. Quality of service is of primary importance within USIC. USIC has earned the reputation as the highest quality service provider in the industry. Our entire organization is designed to support the highest standards of quality performance. From the initial state-of-the-art recruiting and selection process, through the most comprehensive in-house training program in the industry, to field locating and field supervision, quality performance is emphasized.



## USIC OPERATING STATES

From our experience with and survey of utility companies that own buried facilities, it is clear that when utility companies consider possible vendors as damage prevention service providers and they seek the highest quality balanced with efficient, cost-effective operations. USIC is considered a leading choice and best value. Quality management is inherent in our Mission Statement, Values, and Beliefs. Everyone, from the field technicians to the President is dedicated to a system of performance that demands high quality.

USIC actively partners with customers on one-call legislative issues as we monitor legislative issues that impact utility damage prevention throughout the country. USIC's management teams maintain heavy local and state involvement in one-call and damage prevention councils and boards.





## EQUIPMENT

USIC has researched and field tested nearly every device in the industry. We use a variety of locating devices depending upon technician experience and preference, utility being located, and geography of the work. The types of units used by USIC include the Vivax Vloc pro, Metrotech 810, Metrotech 9800, Pipehorn 800 and 100series, Subsite 950 series, RadioDetection, Ball marker locators by Metrotech and Dynatel, and Metrotech 880B valve box locators.

Our typical locating device ranges in age from new to 5 years old. All repairs are done through manufacturer certified repair sites with certified technicians.

USIC uses Panasonic C53 Toughbook laptop computers. Our laptop computers are scheduled for replacement every 36 months. Every USIC laptop is equipped with a wireless air card that provides constant connectivity (dependent only on service reception). Technician connectivity enables real-time electronic ticket dispatching and ticket completion data exchange including digital photographs of completed work while providing e-mail communication between all employees.

USIC takes pride in fully equipping every employee with best equipment needed to be successful, and making sure that it is maintained in proper working order. This includes all equipment necessary for locating and safety equipment. The typical technician is equipped with the following equipment:

- Cellular Phones
- Pin Finders / Metal Detector
- Ground Rod
- Measuring wheel
- Stop Box Wrench
- Hard Hat
- ANSI II fluorescent reflective safety vest
- Traffic cones
- Digital camera
- Damage investigation kit (employees certified to investigate only)

USIC understands the importance of providing the necessary equipment for technicians to provide accurate locates in a safe and timely manner.



USIC also offers several types of "Locate Services" including Subsurface Engineering. Below are some of the "other" equipment that USIC has available:

#### **GPS Data collection**

- Trimble GeoExplorer 7000 series
- Trimble GeoExplorer 6000 series
- Trimble Juno Series
- Trimble R10 Integrated GNSS System

#### **Locating**

- Optimal Ranging SPAR 300

#### **Sub-Surface data collection**

- GPR-Sensors & Software LMX200
- Cameras-Pearpoint P350 crawler camera and Pearpoint P342 inspection camera
- Vac Truck-Vactor HXX hydrovac, Vactor Paradigm, Vacmaster 3000,
- Pull Behind unit-Various Vermeer Trailer Units w/ Dodge 5500 dump trucks

#### **Gas Leak Detection**

- Heath DP-IR
- Heath DP4
- Gas Measurement Instrument (GMI)
- Bascom Turner Rover
- Bascom Sentry



## DAMAGE PREVENTION TECHNOLOGY

The following eight technologies are a standard part of USIC's locating services. Our base technologies focus on making our field operations efficient and high-quality. We work to reduce human performance errors and we work to streamline field service time toward keeping our operations cost-effective.

### **Customer Portal**

Customers are provided access to ticket details and post-locate photos, as well as damage investigation reports and photos. Access is via our web-based Customer Portal.

### **PUMP**

USIC's Print Update Management Process moves your digital utility records to our field technicians without manual uploading. PUMP tracks all updates to ensure the most current information is being utilized at all times.

### **Area Manager**

USIC utilizes GIS polygons for real time ticket distribution and employee work area assignment. Needed adjustments are simple, allowing for high control and streamlined time investment by our field operations management teams.

### **TicketPRO**

TicketPRO is USIC's proprietary ticket management system. TicketPRO allows for client customization, enabling us to document a wide variety of service variables, report on those variables and provide ticket completion data (often referred to as positive response).

### **UPM**

Universal Photo Management (UPM) is USIC's technology that properly categorizes digital photographs that document work sites to the proper ticket or damage investigation. UPM time, date and location stamps all photos, creating defensible documentation.

### **Automated Emergency Dispatch**

As an extension of Area Manager, emergency locate tickets are automatically dispatched and receipt must be acknowledged within ten (10) minutes by the employee assigned to the work area. If acknowledgement is not timely, our technology escalates the emergency call every ten (10) minutes to ensure timely response. Escalation continues until response is confirmed.

### **Fleet GPS and Telematics**

All USIC vehicles are tracked by GPS. This provides USIC documentation regarding services provided while providing a tool that enables us to monitor route efficiencies, safe driving behavior and idle times that drive cost and environmental impact.

### **Big Data via QlikView**

USIC management leverages unprecedented amounts of industry data to drive timely and accurate locates. Several QlikView apps have been developed for internal use and are the backbone of our daily operating cadence.



### Additional Technologies

In addition to the technologies included in our standard locating package, USIC has invested in innovative, new solutions.

#### DigCheck App

DigCheck is a mobile iOS and Android app that provides real time service details and positive response to excavators. We also have a DigCheck app for customers and we are developing an app for USIC Field Supervisors.



#### Ticket Risk Assessment (TRA)

TRA combines predictive analytics and targeted field services to reduce excavation damage to underground utilities. TRA services have reduced overall damages by 25-30% for gas utility clients.

See the included "USIC Technology" document in Section 7 for further information.



### **SUMMARY OF PERSONNEL**

Specific to KUB's service area, USIC employs a Regional Director of Operations with multiple-state-responsibility including Tennessee, a local District Manager with direct responsibility for KUB's service area, three field Supervisors with direct responsibility for KUB's service area, nineteen technicians that service KUB, and three additional support personnel.

Emergency coverage is primarily provided for KUB's service area by the resources noted in the paragraph above. USIC operates in all areas and states adjacent to KUB's service area and we employ over 6,900 technicians in 42 states. USIC has the unique ability to provide qualified technicians from adjacent and outside operating districts in the event of a spike in work volume or other emergency situation that demands technician staffing.





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## SECTION 2



## Exhibit B: Previous Experience

### THREE CONTRACT REFERENCES

#### AT&T – Tennessee

- Multi-year telecommunications locating and marking services contract
- \$6.3M annual contract value
- 0.43 Locator at-fault damage rate per 1,000 Locates
- Point of contact: Craig Jenson 906-396-8329 [CJ7157@att.com](mailto:CJ7157@att.com)

#### Comcast – Tennessee

- Multi-year electric locating and marking services contract
- \$1.6M annual contract value
- 0.06 Locator at-fault damage rate per 1,000 Locates
- Point of contact: Larry Winburn 615-295-9069 [larry\\_winburn@cable.comcast.com](mailto:larry_winburn@cable.comcast.com)

#### Metro Water -Tennessee

- Multi-year telecommunications locating and marking services contract
- \$1.3M annual contract value
- 0.13 Locator at-fault damage rate per 1,000 Locates
- Point of contact: Robby Ervin 615-207-10-20 [robby.ervin@nashville.gov](mailto:robby.ervin@nashville.gov)

***USIC has 27 other customers in Tennessee that can also be used as references if needed.***



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## *Section 3*



## Exhibit C: Personnel

### CREDENTIALS OF KEY PERSONNEL

**Dwayne Griner**, *Regional Director of Operations*

- 16 years of experience in utility damage prevention

**Earl Bolin**, *District Manager*

- 27 years of experience in utility damage prevention
- 23 years of experience providing damage prevention services to KUB

**Danny Jackson**, *Supervisor*

- 19 years of experience in utility damage prevention
- 19 years of experience providing damage prevention services to KUB

**Stephen Abrew**, *Supervisor*

- 27 years of experience in utility damage prevention
- 27 years of experience providing damage prevention services to KUB

**David Byrd**, *Supervisor*

- 17 years of experience in utility damage prevention
- 10 years of experience providing damage prevention services to KUB



**EXISTING TECHNICIANS THAT SERVICE KUB**

- 10.3 years average of experience in utility damage prevention
- 9.7 years average of experience providing damage prevention services to KUB

Keith Bailey .....	25 years
Eric Hawkins .....	24 years
Ron Woods.....	23 years
Mike McDowell.....	22 years
Roger Bench .....	20 years
Eric Stivers.....	18 years
Dustin Lockhart .....	12 years
James Wallin.....	12 years
Thomas Barnes.....	11 years
Adam Blackstock.....	7 years
Bobby Shoffner .....	5 years
Kristen Toliver .....	4 years
Bradley Rose .....	3 years
Adam Kerely.....	2 years
Jason Scarboro.....	2 years
Greg Kiser.....	2 years
Adam Kerely.....	2 years
Chandler Thone.....	1 year
Kenneth Wheeler.....	1 year



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## *Section 4*



## Exhibit D: Additional Information

### DOCUMENTATION OF PROGRAMS, PLANS, AND POLICIES

To address the areas requested, USIC has provided a copy of the following programs, plans, and policies:

- USIC OQ Procedure
- USIC Anti-Drug and Alcohol Misuse Prevention Plan
- USIC Training Program and Course Summary
- NULCA Compliance Certificate
- USIC Tailgate Handbook
- USIC Time Out Authority
- SAFE-LIFE Behavior
- Drive A3live.....Campaign 2017
- USIC Quality Assurance Plan

**USIC LLC  
OPERATOR QUALIFICATION PROGRAM  
& COVERED TASK LIST**

**LOCATING PIPELINES**

**49 CFR 192 Subpart N**



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# USIC Gas Operator Qualification Program

## 1.0 INTRODUCTION

The Operator Qualification rule as published by the Federal Department of Transportation, Office of Pipeline Safety in 49CFR Part 192, new Subpart N requires pipeline operators to develop and maintain a written qualification program for individuals performing covered tasks on pipeline facilities. The intent of these amendments and new Subparts in the qualification rule is to ensure a qualified work force and to reduce the probability and consequences of incidents caused by human error.

To ensure its compliance with the above regulations, USIC LLC hereinafter referred to as “the Operator”, has adopted this Operator Qualification Program and intends to make its employees, who perform tasks covered under the regulation set forth in Subpart N, aware of the regulatory requirements and the contents of this Program. Therefore, this Program and its Exhibits identify relevant operating and maintenance tasks (the covered tasks) and also provide guidance for achieving compliance with the requirements of Subpart N and for establishing an individual’s qualification to perform covered tasks on a pipeline facility.

## 2.0 SCOPE

The Operator Qualification Program applies to all personnel or individuals who perform covered tasks on a pipeline system, regardless of whether they are employed by the Operator, contractors, sub-contractors, or any other entity performing covered tasks on behalf of the Operator. This qualification rule does not replace existing qualification requirements in 49 CFR Part 192. The program also outlines how the Operator’s employees will be evaluated regarding their ability to perform covered tasks and to recognize and react to abnormal operating conditions.

## 3.0 DEFINITIONS

The following definitions are included in the qualification program for reference.

Abnormal Operating Condition - A condition identified by the Operator that may indicate a malfunction of a component or a deviation from normal operations that may (a) indicate an operating condition that could exceed design limits, or (b) result in hazard(s) to persons, property, or the environment.

Covered Task - An activity identified by the Operator that meets all four of the following criteria:

- (1) Is performed on a pipeline facility;
- (2) Is an operation or maintenance task
- (3) Is performed as a requirement of 49CFR 192; and
- (4) Affects the operation or integrity of the pipeline.

Evaluation - A process established and documented to determine an employee's ability to perform a covered task by a combination of the following methods of evaluation:

- (1) Written examination;
- (2) Observation during performance on-the-job
- (3) Oral exam
- (4) On-the-job training
- (5) Simulation

Individual – An employee of the Operator or an employee of an affiliated or unaffiliated entity who, on behalf of the Operator, performs one or more covered tasks on the Operator's pipeline facility.

Pipeline facility – A pipeline component; rights-of-way; and any equipment, facility, or building physically connected to the pipeline system for the transportation or treatment of products during the course of transportation, regardless of whether or not product is actually flowing through the pipeline.

Pipeline – All parts of those physical facilities through which products move in transportation, including pipe, valves and other appurtenance attached to pipe; compressor units; metering stations; regulators stations; delivery stations (town border and inter-connects); holders and fabricated facilities.

Ability, Knowledge and Skills – The traits typically evaluated are defined as follows:

- Ability - The capacity to do or act, physically and/or mentally.
- Knowledge - Understanding gained through experience or study. This area is usually evaluated through written testing and verbal responses.
- Skill - A demonstrable competency to perform a given task well, arising from talent, training or practice. Field observation is the primary method used to evaluate locating skill.

Qualified – An individual that has been successfully evaluated and determined to be qualified can:

- (1) Perform assigned covered task(s); and
- (2) Recognize and react to abnormal operating conditions.

## **4.0 ORGANIZATIONAL RESPONSIBILITIES**

### **4.1 Operations**

- 1) Approve this qualification program and any future revisions;
- 2) Approve the covered tasks list, the intervals required for subsequent qualification and the qualification criteria of individuals who perform the covered tasks;
- 3) Qualify individuals and the subsequent qualification of individuals;
  - a) New hires will receive classroom and OJT training resulting in full qualification.
  - b) Existing employees who transfer, take a new position, take on a new covered task or take on expanded responsibilities will be qualified to the appropriate additional covered tasks.
  - c) Individuals who fail one or more qualification attempts will receive individual instruction by a qualified evaluator. The employee's management will make a determination regarding on-going employment if qualification cannot be achieved.
  - d) Significant change to a covered task, or the overall program will be reviewed by management and training to determine an effective method to meet the new requirements. A reaction plan will be developed and executed.
- 4) Assign only qualified individuals to perform covered tasks, or provide qualified individuals to direct and observe non-qualified individuals;
- 5) Appoint review teams and initiate investigations required in section 5.0;
- 6) Communicate changes to individuals required in section 5.6; and
- 7) Maintain qualification records and other required record keeping under this program;
- 8) Implement this program.

### **4.2 Safety and Training**

- a. Coordinate the development, publishing and maintenance of the written Operator Qualification Program;
- b. Coordinate with Operations the identification of covered tasks and intervals for subsequent qualification;
- c. Develop, acquire and deliver appropriate training that achieves and supports qualification as requested by Operations; and
- d. Develop initial communication plan that will explain the need for the operator qualification program and how it will be managed by the operator and any other communication needs determined by operations.

### **4.3 Provision of Training**

USIC has developed specific training for those individuals performing covered tasks. This training is incorporated into the gas topics of our training and is delivered by qualified Safety and Training Leaders. Training includes course materials, written testing to confirm comprehension and field performance.

## 5.0 QUALIFICATION PROGRAM

### 5.1 Covered Tasks

The Operator will use a four-part test outlined in 49 CFR Part 192.801[b] to determine whether task(s) individuals are asked to perform constitute covered task(s). A periodic review to ensure the accuracy of the covered tasks list will be done at least every 15 months or when significant changes occur as described in section 5.6. For the purposes of this provision, a covered task is an activity, identified by the Operator that:

(1) Is performed on a pipeline facility.

“Pipeline facility” means new and existing pipelines, rights-of-ways, and any equipment, building, or facility physically connected and used in the transportation or treatment of product during the course of transportation.

The phrase “performed on a pipeline facility” means an activity that is performed by an individual whose performance directly impacts the pipeline facility. An individual who works on a pipeline section that is physically connected to the pipeline system is performing work “on a pipeline facility” and may be subject to the rules, regardless of whether or not product is flowing through the pipeline.

(2) Is performed as a requirement of 49 CFR Part 192.

Covered tasks include only those operations and maintenance activities required by 49 CFR Part 192. The Operator may voluntarily conduct operations and maintenance activities that are not required by a specific provision in 49 CFR Part 192. An activity does not necessarily become a covered task simply because the Operator has developed procedures for conducting the activity, and includes those procedures in its Operations and Maintenance Plan.

(3) Affects the operation or integrity of the pipeline.

The term “operation” is used here in the safety context of normal versus abnormal operation, where the latter could result in an unsafe condition. The “integrity of the pipeline” refers to the pipeline’s ability to operate soundly and safely, and to withstand the design pressures and stresses imposed during operations.

The standard USIC covered tasks are listed in Exhibit I. If additional covered tasks specific to an individual pipeline operator are required, they will be listed in Exhibit V and appropriate qualification steps will be taken. Records of those additional tasks will be appropriately maintained.

### 5.2 Evaluation of Qualifications

The Operator will train and qualify individuals on identified covered tasks and in recognizing and reacting to abnormal operating conditions that the Operator can

reasonably anticipate being encountered while the covered task is being performed. Individuals performing covered tasks will be evaluated by the Operator using on-the-job performance, written testing and other objective and consistent processes that document an individual's abilities.

Acceptance criteria will be determined for each evaluation method used. For written testing USIC has established a cut off score of 90% for the online CBT test. Feedback and coaching are provided for incorrect responses. Performance on-the-job requires work satisfactory to the evaluator as documented on the "Gas Locating – Observation Criteria checklist.

To aid in learning covered tasks, individuals will have access to written training materials, workbooks or classroom training (both on and off site). An evaluation of an individuals' ability to perform covered tasks is part of USIC's regular training program.

### 5.2.1 Evaluator Criteria

Persons with responsibility for evaluating an individual's qualifications to perform covered tasks will have the required knowledge, through training or experience, to (1) ascertain an individual's ability to perform covered tasks and (2) substantiate an individual's ability to recognize and react to abnormal operating conditions that might surface while performing those tasks.

### 5.2.2 Evaluation Methods

As the Operator implements the Operator Qualification Program, individuals may be qualified using a combination of the evaluation methods shown below for "initial" and "subsequent" qualification:

Evaluation Method	"Initial" qualification <sup>1</sup>	"Subsequent" qualification <sup>2</sup>
Written /KNT exam	YES	YES
Gas Locating Work Observation Checklist	YES	YES
Oral exam	YES	YES
On-the-Job Training	YES	YES
Simulation	YES	YES

**Notes:**

- 1 "Initial" qualification means qualification, at any time, of individuals who have not performed a covered task on a regular basis.
- 2 "Subsequent" qualification (requalification) means evaluation of an individual's qualification, after "initial" qualification, at the interval established by the Operator for the specific covered task(s).

Subsequent qualification – The evaluation of an individual's qualification, after initial qualification, on the interval identified for the specific covered task. However, when individuals are qualified before the final compliance date, the starting times for subsequent

evaluation intervals determined by the Operator are not required to commence until the compliance date.

The specifics as to the method of evaluation and/or qualification criteria for each covered task will be indicated in the Operator's record keeping system. Additional covered task information will be maintained by the Operator's organization assigned the responsibility in section 4.0.

### **5.3 Non-Qualified Individuals**

The Operator may permit non-qualified individuals to perform covered tasks under certain circumstances, including but not limited to, the non-qualified individual's participation in on-the-job training or when working as part of a crew. However, under all circumstances, the following conditions must be met:

#### **Non-qualified individuals may perform a Covered Task if:**

- (1) A qualified individual is assigned to direct and observe non-qualified individual(s) during the performance of a covered task.
- (2) A qualified individual is able to take immediate corrective actions when necessary.
- (3) The qualified individual observing non-qualified individuals is responsible for the performance of the task, and must be able to communicate with non-qualified individual(s) at all times.
- (4) The ratio of non-qualified individuals to qualified individuals is not more than 2:1. The ratio must be such that a qualified individual could step in and immediately correct any non-qualified individual/s under his direct supervision.

### **5.4 Performance Contributing to an Incident (Re-Qualification)**

If there is reason to believe that an individual's performance of a covered task contributed to an incident, as defined under 49 CFR Part 191, the Operator will initiate an evaluation of that individual's qualification to perform that covered task.

#### **Process to determine whether an individual needs to be evaluated:**

- (1) A review team comprised of the Trainer, Claims Coordinator or another member of the management team will be appointed by the Operator to investigate all DOT reportable incidents.
- (2) If, in the course of that investigation, the Operator's review team concludes that there is reason to believe that the individual's performance of the covered task contributed to the incident, that individual qualification to perform that covered task will be evaluated.
- (3) The evaluator(s) will re-evaluate/re-qualify the individual in accordance with this Program as appropriate.

## **5.5 Reasonable Cause to Verify Qualification (Disqualification / Requalification)**

The Operator will evaluate an individual if there is reason to believe that the individual is no longer qualified to perform a covered task. Concerns regarding an individual's ability to perform a covered task may be prompted by a number of circumstances such as:

- Employee self identifies
- Observed unsatisfactory performance of the task
- Complaints from peers or customers
- Loss of motor skills, vision or other impairment adversely affecting the performance of the task
- Statement from a physician
- Return from extended leave of absence
- Violation of company policy with respect to covered tasks
- Transfer or relocation to a new area requiring qualification / re-qualification

### **Process to determine whether an individual needs to be evaluated:**

- (1) An investigation will be initiated by the Operator to determine if reasonable cause exists to evaluate an individual's qualification to perform the covered task(s) in question.
- (2) If there is reason to believe that the individual is no longer qualified to perform a covered task (disqualification), that individual's performance of that covered task will be evaluated (requalification).
- (3) The evaluator(s) will evaluate the individual in accordance with this Program to determine if still qualified.

## **5.6 Communicate Changes**

The Operator will communicate significant changes that affect a covered task to the individuals who perform that covered task. When significant changes occur, the Operator will determine whether additional qualification requirements are necessary and whether individuals performing the covered task should be evaluated again.

### **These changes may include but are not limited to:**

- (1) Modifications to the Operator's policies or procedures.
- (2) Changes in state or federal regulations.
- (3) Utilization of new equipment and/or technology that affects a covered task.
- (4) New information from equipment or product manufacturers that affects covered tasks.

### **Determining the need to communicate.**

The need to communicate will vary depending upon the impact of the change on the covered task. Changes may have:



- (1) Limited impact on the covered task and require no communication or further action.
- (2) Moderate impact on the covered task and require only communication of the change.
- (3) Significant impact on the covered task and require communication of the modification of the qualification process as described below.

### **Communication Process**

Significant changes affecting a covered task will be communicated to the individual(s) performing that task as soon as reasonably possible using the Operator's organizational reporting structure and documentation processes. The individual performing the covered task may need to be evaluated for qualification of the covered task if significant changes have been made.

### **5.7 Qualification Evaluation Intervals for Covered Tasks**

USIC will comply with specific Customer (Facility Owner) requirements for re-evaluation. The internal Qualification Evaluation Interval shall not exceed 36 months for Abnormal Operating Conditions, Line Locating, Prevention of Ignition and Hazards and Characteristics of Natural Gas.

## **6.0 Recordkeeping**

The Operator will maintain the individual's qualification records that demonstrate compliance. Qualification records shall:

- (1) identify each qualified individual by name and employee number;
- (2) identify covered tasks for which individual is qualified;
- (3) identify date(s) of current qualification; and
- (4) identify qualification method(s).
- (5) identify name of evaluator

Records of individual's current qualifications shall be maintained while the individual is performing the covered tasks. When an individual is evaluated for subsequent qualification, the prior qualification records shall be maintained in accordance with Operator's record retention plan or for a period of five years which ever is greater.

When an individual stops performing a covered task (i.e., the individual retires, is promoted, etc.) the individual's qualification records that were current at that time shall be retained in accordance with Operation's record retention policy or for a period of five years which ever is greater. The Operator will maintain records in a paper or electronic format.

Records are specific to each operating location. The respective Trainer is responsible for coordinating the maintenance and updating of records at the local District offices. Records may be either paper or electronic, but must be available for review and audit in a timely manner.



**EXHIBIT I – COVERED TASK LIST**

**MASTER COVERED TASK LIST FOR USIC LOCATING OPERATOR QUALIFICATION**

- 1. Line Locating and Marking**
- 2. Characteristics & Hazards of Natural Gas**
- 3. Prevention of Accidental Ignition**
- 4. Abnormal Operating Conditions (AOC)**
  - a. Damaged gas pipe resulting in gas leak (rotten egg smell or sound of leak)
  - b. Damaged pipe coating
  - c. Damaged or missing tracer wire
  - d. Excavation has started prior to locating work being completed

**\*\*Customer Specific Requirements may indicate additional Covered Tasks are necessary. The local District Manager and Trainer will work with individual customers to ensure compliance.**

## GAS OPERATOR QUALIFICATION PLAN COVERED TASK SUMMARY: Locating Pipelines

Per the requirements for the **Operator Qualification Program 49 CFR Part 192, Subpart N** this USIC LLC employee, \_\_\_\_\_, has been evaluated as qualified as an individual that can (a) perform assigned covered tasks and (b) recognize and react to abnormal operating conditions that may indicate a dangerous situation or a condition exceeding design limits.

Evaluation of qualification was completed on: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (day / month / year).

The above mentioned individual is qualified to perform the covered task of **Locating Pipelines**.

This individual was qualified using the following method (check appropriate boxes):

- Written / KNT Exam**
- Oral Exam**
- Gas Locating Work Observation Checklist**
- Work History Review Method for Transitional Qualification.**
  1. A search of existing records for documentation of past satisfactory work performance on covered tasks.
  2. Verification that the individual's work performance history contains no indications of substandard work or
  3. Involvement in an incident, as defined in Part 192, caused by an error in performing a covered task.
  4. Verification that the individual has successfully performed the covered task on a regular basis prior to the effective date of 49 CFR 192.801 et seq.
- On-The-Job Training**
- Simulation**

EVALUATION METHOD	TRANSITIONAL	INITIAL	SUBSEQUENT
Written exam	No  Longer  Applicable	YES	YES
Oral exam		YES	YES
Gas Locating Work Observation Checklist		YES	YES
Performance on-the-job		May not be used as the sole evaluation method.	May not be used as the only evaluation method after the three-year compliance date.
On-the-Job Training		YES	YES
Other		YES	YES

**Transitional qualification:** Qualification completed during the period between the effective date of 49 CFR Section 192.801 et seq. (the rule) and the three-year compliance date of individuals who have been performing a covered task on a regular basis prior to the effective date of the rule.

**Initial qualification:** Qualification, at any time, of individuals who were not performing a covered task on a regular basis prior to the effective date of the rule.

**Subsequent qualification** means evaluation of an individual's qualification, after "transitional" or "initial" qualification, at the interval established by the operator.

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

USIC Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT III**

<b>Gas Locating – Work Observation Checklist</b>		
Checked correct records and verified all facilities correctly	Pass Fail	N/A
Chose correct access points	Pass Fail	N/A
Used proper hook-up methods	Pass Fail	N/A
Used proper grounding procedures	Pass Fail	N/A
Chose lowest frequency when applying tone	Pass Fail	N/A
Checked Signal Strength	Pass Fail	N/A
Checked Current Measurement (if applicable per locating device)	Pass Fail	N/A
Performed a complete sweep after ALL hook-ups	Pass Fail	N/A
Receiver held correctly (parallel to ground, not "swinging" receiver, close to the ground)	Pass Fail	N/A
Used "peak" mode to paint facilities	Pass Fail	N/A
Double checked in different frequency (if applicable)	Pass Fail	N/A
Accurately located all facilities	Pass Fail	N/A
Approached locates in a logical manner	Pass Fail	N/A
Approached locates in a uniform manner	Pass Fail	N/A
Located entire area requested	Pass Fail	N/A
Rechecked records before leaving site	Pass Fail	N/A
Completed paperwork at locate site	Pass Fail	N/A
Verified signal with measurements	Pass Fail	N/A
Local "Customer Specific" requirements met?	Pass Fail	N/A
<b>Questions to ask:</b>		
What are some examples of abnormal operating conditions and what do you do when you discover these conditions?	Pass Fail	
What do you do when you discover blowing gas?	Pass Fail	
What do you if you discover a scraped gas main that is not leaking?	Pass Fail	
What is cathodic protection and why is it important?	Pass Fail	
Explanation of skills not demonstrated correctly.....		

EXHIBIT IV

USIC Gas Operator Qualification Record Form

Employee Name: \_\_\_\_\_ Employee ID #: \_\_\_\_\_  
(Please Print)

Job Title: \_\_\_\_\_ District: \_\_\_\_\_

Date of Qualification \_\_\_\_\_ Time of Qualification \_\_\_\_\_ AM / PM

This qualification expires \_\_\_\_ months from above date: \_\_\_\_\_

Address where Qualification performed: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Evaluator Job Title: \_\_\_\_\_

**Please attach additional documentation as needed to fully explain details of the following:**

1. Gas Operator Qualification successfully completed?

YES  NO

2. Is "Gas Operator Qualification Plan – Covered Task Summary completed & attached?

YES  NO: Explain \_\_\_\_\_

3. Is all other documentation attached? (Test results, check lists, etc)

YES  NO: Explain \_\_\_\_\_

4. Was this the employee's First or Second attempt at Qualification?

1<sup>st</sup>  2<sup>nd</sup>

5. Reason for Qualification:

New  Re-Qualification  Expired

If Re-Evaluation, check reason:

Unsatisfactory performance

Statement from a physician

Return from extended leave

Loss of motor skills, vision, other impairment

\_\_\_\_\_  
Evaluator Name (PRINT)

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

## EXHIBIT V – CUSTOMER SPECIFIC REQUIREMENTS

This section is reserved to include additional Customer Specific Requirements not covered in the Plan. Examples include additional covered tasks, requalification periods, reporting requirements, etc.

## DOCUMENT REVISION HISTORY & CONTROL

### Document Revision History

Section	Revision	Revision Date	Owner	Approval	Approval Date	Status
5.3.4	Updated Span of Control to 1:2	2/23/17	Prospero	Gale	2/23/17	Released
Page 17	Added Revision History Page	3/2/16	Prospero	Gale	3/3/16	Released
Page 17	Added document control information	3/2/16	Prospero	Gale	3/3/16	Released
5.3.4	Corrected span of control	12/17/15	Prospero	Gale	12/17/15	Released
Exhibit III	Changed form name to Gas Locating Work Observation Checklist	12/17/15	Prospero	Gale	12/17/15	Released
5.2.2	Changed form name to Gas Locating Work Observation Checklist	12/17/15	Prospero	Gale	12/17/15	Released

### Document Control

Title	USIC Operator Qualifications Program and Covered Task List
Document Owner	Paul Prospero
Date of Last Update	2/23/17
Status	Released
Location	Office 365 OQ Folder

# **ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PLAN**

U.S. DEPARTMENT OF TRANSPORTATION  
PIPELINE & HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA)

PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF:

49 CFR PART 199

49 CFR PART 40

**USIC**

9045 North River Road, Suite 300  
Indianapolis, IN 46240

317-575-7800

**ORIGINAL DATE OF IMPLEMENTATION: Nov 6, 2003**

**NEW EFFECTIVE DATE: Jan 4, 2011**

**PLAN REVISION DATE: January 4, 2011**

**©NATIONAL COMPLIANCE MANAGEMENT SERVICE, INC. (NCMS)**

**REVISION DATE MODIFIED BY NCMS ONLY**

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PHMSA DRUG/ALCOHOL PLAN

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## I. INTRODUCTION

### 1. Development of “Combined” Plan

The Pipeline and Hazardous Materials Safety Administration (PHMSA) is the agency within the Department of Transportation (DOT) that regulates operators in the natural gas and hazardous liquid pipeline industry. PHMSA’s Drug and Alcohol Testing Regulation, 49 CFR Part 199<sup>1</sup>, requires each operator to develop, maintain, and follow an Anti-Drug Plan and an Alcohol Misuse Prevention Plan. Historically, companies have produced these plans as two separate documents. This “combined” Anti-Drug and Alcohol Misuse Prevention Plan,” merges both PHMSA-required plans into a single document.

Authorization for a combined plan was granted by PHMSA’s Office of Pipeline Safety stating: “PHMSA will allow the combining of the two plans into one written plan, as long as all requirements of each regulation are met.” The “requirements of each regulation” means the requirements of Part 199 and the requirements of DOT’s “Procedures for Transportation Workplace Drug and Alcohol Testing,” 49 CFR Part 40<sup>2</sup>.

The Anti-Drug and Alcohol Misuse Prevention Plan, henceforth referred to as the “Plan,” meets all the requirements of Part 199 and Part 40.

### 2. Approach

The Plan will use the generic word “*Company*” in reference to the operator or contractor, as applicable, for which it is written. PHMSA’s requirement for plan development and implementation applies equally to each operator and contractor that performs safety-sensitive operations, maintenance, or emergency-response functions on a pipeline or LNG facility within the natural gas and hazardous liquid pipeline industry. The Plan will describe how the Company will comply with government requirements.

The Plan will identify “Company-additional” requirements – those that go beyond the minimum requirements of DOT. Company-additional requirements will be underscored. Therefore, consider anything that is not underscored a requirement of DOT or a process put in place by the Company to meet a DOT requirement. Appendix D outlines the Company disciplinary actions and additional procedures.

The Plan is written in “plain language” and follows the requirements of each rule. However, the Plan does not repeat the language of either Part 40 or Part 199. Doing so would require the Company to produce a new plan every time DOT or PHMSA issued a change to their respective rule. The goal of DOT is to know that the Company understands the requirements of the rules and how the Company will go about achieving compliance. The Plan makes use of existing DOT language in places where summaries are used to explain a more detailed process (e.g., specimen collection and alcohol test procedures are extracted from DOT’s “Employee Guide”<sup>3</sup>).

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<sup>1</sup> Title 49 Code of Federal Regulations (CFR), Part 199, “Drug and Alcohol Testing Requirements,” Pipeline and Hazardous Materials Safety Administration, Department of Transportation, 53 FR 47096, Nov. 21, 1988 as amended.

<sup>2</sup> Title 49, Code of Federal Regulations (CFR), Part 40, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” Office of the Secretary, Department of Transportation, 65 FR 79462, Dec. 19, 2000 as amended.

<sup>3</sup> “What Employees Need To Know About DOT Drug & Alcohol Testing,” ODAPC, DOT, October, 2010.

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Cross references are made linking the Plan to the PHMSA Inspection Form<sup>4</sup> for the purpose of assisting inspectors with specific areas of Plan compliance. The cross references will appear in the Plan as superscripted "endnotes". Each endnote matches an inspection number and description from the PHMSA Inspection Form. The Inspection Form cross references is found in Appendix E.

### 3. Background

**Safety.** The DOT requires transportation employers to develop and implement drug and alcohol testing programs in the interest of public safety. Safety is the highest priority for DOT. One of the means by which the DOT helps ensure safety is by subjecting those workers responsible for transportation safety to drug and alcohol testing. Workers tested under the DOT program have direct impact on the safety of the traveling public or the safety of those potentially affected by the transportation of hazardous products, such as natural gas, liquefied natural gas (LNG) and hazardous liquids.

**Test Procedures.** The overall responsibility for management and coordination of the DOT program resides within the Office of the Secretary of Transportation's (OST), Office of Drug and Alcohol Policy and Compliance (ODAPC). ODAPC issues Part 40. Whether the transportation employee is a pipeline worker, truck driver, or airline pilot, their drug and alcohol tests are conducted using the same Part 40 procedures. This consistency benefits all employees affected by DOT regulations in that each agency's regulations must adhere to DOT's testing procedures. Better known simply as "Part 40," this rule has become the standard for workplace testing in the United States.

**Compliance Enforcement.** Regulation and enforcement within the different transportation industries is the responsibility of the DOT agency that has authority over the particular industry. The regulatory authority requiring drug and alcohol testing of safety-sensitive employees in aviation, trucking, railroads, and mass transit industries is the Omnibus Transportation Employee Testing Act of 1991<sup>5</sup> (OTETA). The OTETA did not specifically address the pipeline industry. PHMSA has regulatory authority over the pipeline industry and conveyed their authority, for drug and alcohol testing, through the issuance of their regulation -- Part 199. Part 199 spells out *who* is subject to testing, *when* and in *what* situations. Operators, and in turn, their associated contractors, implement the regulations.

## II. GENERAL

### 1. Scope

Operators of pipeline facilities subject to 49 CFR Parts 192<sup>6</sup>, 193<sup>7</sup>, or 195<sup>8</sup> are required to test covered employees for the presence of prohibited drugs and alcohol. Contractors doing similar work on the behalf of their operators are subject to the same requirements. Part 199 requires of each operator the assurance that any contractor performing any DOT safety-sensitive work for that operator, under Parts 192, 193, or 195, is in full compliance with the provisions of the DOT's drug and alcohol program, as applicable.

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<sup>4</sup> "Substance Abuse Program: Comprehensive Audit and Inspection Protocol Form, Combined Anti-Drug and Alcohol Misuse Programs, Form No.: 3.1.11, January 29, 2010" Pipeline and Hazardous Materials Safety Administration, Office of Pipeline Safety.

<sup>5</sup> Public Law 102-143, October 28, 1991, Title V – Omnibus Transportation Employee Testing, 105 Stat. 952-965; 49 U.S.C. 45104(2).

<sup>6</sup> Part 192 – Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards

<sup>7</sup> Part 193 – Liquefied Natural Gas Facilities: Federal Safety Standards

<sup>8</sup> Part 195 – Transportation of Hazardous Liquids by Pipeline

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## 2. Applicability

Part 199, and the provisions of the Plan, applies to operators and contractors only with respect to their employees located within the territory of the United States, including those employees located within the limits of the "Outer Continental Shelf." Part 199 and the provisions of the Plan do not apply to covered functions performed on master meter systems or pipeline systems that transport only petroleum gas or petroleum gas/air mixtures.

## 3. Compliance<sup>1 2</sup>

**Plan Development** . The Plan meets the requirement of Part 199, paragraphs §199.101 and §199.202, respectively, to develop a written anti-drug plan and a written alcohol misuse prevention plan. The Plan describes the methods and procedures for compliance with the drug and alcohol program requirements of the DOT, including the employee assistance program. The Plan covers the operational, day-to-day requirements that are found in Part 199, and the procedural, testing requirements that are found in Part 40. The Plan provides appendices for the name and address of each laboratory that analyzes specimens for the Company, the Company's Medical Review Officer, and Substance Abuse Professionals. The Plan communicates to employees, Company officials, and DOT officials the path that the Company will follow in order to comply with the requirements for a successful DOT drug and alcohol program.

**Plan Availability** . The Plan will be posted in a common place, selected by the Company, for employee review and feedback. A copy of the Plan will be made available to all covered employees. Any covered employee desiring a copy of Part 40 and/or Part 199 must contact the Designated Employer Representative (see Appendix B). The Plan provides a basic description of the rules and testing requirements, and shows how the Company implements and follows them. The Plan is not meant as a substitute for the detail provided in either rule. If there is any difference in instruction or interpretation between the Plan and the rules, the rules prevail. The Plan will be updated at any time its language, or the intent of its language, differs from that of either Part 40 or Part 199. Employees are encouraged to obtain and read Part 40 and Part 199 on their own.

## 4. "DOT" vs. "PHMSA"

All DOT workplace testing procedures will follow Part 40 requirements. All DOT procedural responsibilities for pipeline operators and contractors will follow Part 199. In the Plan, the term "DOT" will be used for references to general requirements (e.g., testing procedures) placed on all transportation employers, including operators and contractors. The use of the term "PHMSA" will be to distinguish specific, unique administration requirements versus general, DOT requirements (e.g., random alcohol testing is not authorized by PHMSA).

## 5. DOT Procedures

The Company will assure that the procedures of Part 40 are followed for drug and alcohol testing conducted under the requirements and authority of Part 199; a violation of Part 40 is a violation of Part 199. If the Company employs a Consortium/Third-Party Administrator (C/TPA) to assist in program development, implementation, and management, the C/TPA will, likewise, follow all the requirements of Part 40 and Part 199. It is the Company's goal to establish and maintain compliance with the DOT drug and alcohol program.

## 6. Stand-down Waiver<sup>3</sup>

DOT "stand-down" is not in effect for this Company. The Company does not hold a stand-down waiver under Part 40, and has not applied for one. Should this status change, the Company will notify all covered employees and Company officials, in accordance with Part 40 requirements.

## 7. Preemption of State and Local Laws

Part 40 and Part 199 are Federal laws. Federal law preempts any state or local law, rule, regulation, or order to the extent that: (a) compliance with both the state or local requirement and Part 40 or 199

is not possible; or, (b) compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement of Part 40 or 199; or, (c) the state or local requirement is a pipeline safety standard applicable to interstate pipeline facilities. This provision does not preempt provisions of state criminal law that impose sanctions for reckless conduct leading to actual loss of life, injury, or damage to property, whether the provisions apply specifically to transportation employees or employers or to the general public.

## 8. Definitions

Definitions from Parts 40, 191, 195, and 199 have been combined in alphabetical order and are provided in a single listing. For purposes of the Plan the following definitions apply:

**Accident** - An incident reportable under Part 191 involving gas pipeline facilities or LNG facilities or an accident reportable under Part 195 involving hazardous liquid pipeline facilities.

a) (§191.3) – An accident on a gas pipeline or LNG facility is defined as an "incident," as follows:

- (1) An event that involves a release of gas from a pipeline, or of liquefied natural gas, liquefied petroleum gas, refrigerant gas, or gas from an LNG facility, and that results in one or more of the following consequences:
  - (a) A death, or personal injury necessitating inpatient hospitalization; or
  - (b) Estimated property damage of \$50,000 or more (\$5,000 or more for intrastate operators/contractors in Oklahoma and New Mexico), including loss to the operator and others, or both, but excluding cost of gas lost;
  - (c) Unintentional estimated gas loss of three million cubic feet or more;
- (2) An event that results in an emergency shutdown of an LNG facility. Activation of an emergency shutdown system for reasons other than an actual emergency does not constitute an incident.
- (3) An event that is significant, in the judgment of the operator, even though it did not meet the criteria of paragraphs (1) or (2).

b) (§195.50) – An accident report is required for each failure in a pipeline system in which there is a release of the hazardous liquid or carbon dioxide transported resulting in any of the following:

- (1) Explosion or fire not intentionally set by the operator.
- (2) Release of 5 gallons (19 liters) or more of hazardous liquid or carbon dioxide, except that no report is required for a release of less than 5 barrels (0.8 cubic meters) resulting from a pipeline maintenance activity if this release is:
  - (a) Not otherwise reportable under this section;
  - (b) Not one described in §195.52(a)(4);
  - (c) Confined to Company property or pipeline right-of-way; and
  - (d) Cleaned up promptly;
- (3) Death of any person.
- (4) Personal injury necessitating hospitalization;
- (5) Estimated property damage, including cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000.

**Administrator** - The Administrator of the Pipeline and Hazardous Materials Safety Administration (PHMSA) or any person to whom authority in the matter concerned has been delegated by the Secretary of Transportation.

**Adulterated specimen** - A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

**Affiliate** - Persons are affiliates of one another if, directly or indirectly, one controls or has the power to control the other or a third party controls or has the power to control both. Indicators of control include, but are not limited to: interlocking management or ownership; shared interest among family members; shared facilities or equipment; or common use of employees. Following the issuance of a Public Interest Exclusion (PIE), an organization having the same or similar management, ownership, or principal employees as the service agent concerning who public interest exclusion is in effect is

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regarded as an affiliate. This definition is used in connection with the public interest exclusion procedures of Part 40, Subpart R.

**Air blank** - In evidential breath testing devices (EBTs) using gas chromatography technology, a reading of the device's internal standard. In all other EBTs, a reading of ambient air containing no alcohol.

**Alcohol** - The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

**Alcohol concentration** - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

**Alcohol confirmation test** - A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.

**Alcohol screening device (ASD)** - A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

**Alcohol screening test** - An analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

**Alcohol testing site** - A place selected by the employer where employees present themselves for the purpose of providing breath or saliva for an alcohol test.

**Alcohol use** - The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

**Aliquot** - A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

**Blind sample or blind performance test specimen** - A specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from an employee specimen.

**Breath Alcohol Technician (BAT)** - A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

**Cancelled test** - A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

**Chain-of-custody** (or Custody and Control Form (CCF)) - The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).

**Collection Container** - A container into which the employee urinates to provide the specimen for a drug test.

**Collection Site** - A place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

**Collector** - A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

**Confirmatory drug test** - A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

**Confirmation (or confirmatory) validity test** - A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

**Confirmed drug test** - A confirmation test result received by an MRO from a laboratory.

**Consortium/Third-Party Administrator (C/TPA)** - A service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for purposes of Part 40.

**Continuing education** - Training for medical review officers (MROs) and substance abuse professionals (SAPs) who have completed qualification training and are performing MRO or SAP functions, designed to keep MROs and SAPs current on changes and developments in the DOT drug and alcohol testing program.

**Covered function (or safety-sensitive function)** - An operations, maintenance, or emergency-response function regulated by 49 CFR Part 192, 193, or 195 that is performed on a pipeline or on an LNG facility.

**DOT Procedures (or Part 40)** - The Procedures for Transportation Workplace Drug and Alcohol Testing Program published by the Office of the Secretary of Transportation in 49 CFR Part 40.

**Designated employer representative (DER)** - An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40. Service agents cannot act as DERs.

**Dilute specimen** - A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

**DOT, The Department, DOT agency** - These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

**Drugs** - The drugs for which tests are required under Part 40 and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.

**Employee (covered employee)** - Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services. For the purposes of regulation under Part 199, the term employee means a person who performs a covered function, including persons employed by operators, contractors engaged by operators, and persons employed by such contractors. This includes full-time, part-time and temporary employees. It also includes any applicant for a covered function.

**Employer** - A person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with Part 40. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of Part 40.

**Error Correction Training** - Training provided to BATs, collectors, and screening test technicians (STTs) following an error that resulted in the cancellation of a drug or alcohol test. Error correction training must be provided in person or by a means that provides real-time observation and interaction between the instructor and trainee.

**Evidential Breath Testing Device (EBT)** - A device approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentrations, placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specifications available from NHTSA's Traffic Safety Program.

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**HHS, Department of Health and Human Services** - The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

**Initial drug test (also known as a "Screening drug test")** - The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

**Initial specimen validity test** - The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

**Invalid drug test** - The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

**Laboratory** - Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

**Limit of Detection (LOD)** - The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

**Limit of Quantitation** - For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

**Medical Review Officer (MRO)** - A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**Negative result** - The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

**Non-negative specimen** - A urine specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), and/or invalid.

**Office of Drug and Alcohol Policy and Compliance (ODAPC)** - The office in the Office of the Secretary, DOT, that is responsible for coordinating drug and alcohol testing program matters within the Department and providing information concerning the implementation of Part 40.

**Operator** - A person who owns or operates pipeline facilities subject to 49 CFR Part 192, 193, or 195.

**Oxidizing adulterant** - A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

**Performs a covered function** - Actually performing, ready to perform, or immediately available to perform a covered function.

**Pipeline** - All parts of those physical facilities through which gas, hazardous liquids or carbon dioxide moves in transportation, including, but limited to, pipe, valves, and other appurtenance attached to pipe, compressor units, metering stations, regulator stations, delivery stations, holders, pumping units, breakout tanks and fabricated assemblies.

**Pipeline facility** - New and existing pipelines, rights-of-way, and any equipment, facility, or building used in the transportation of gas or in the treatment of gas, or transportation of hazardous liquids or carbon dioxide during the course of transportation.

**Positive rate for random drug testing** - The number of verified positive results for random drug tests conducted under Part 199, plus the number of refusals of random drug tests required by Part 199, divided by the total number of random drug tests conducted plus the number of refusals of random tests under Part 199.

**Positive result** - The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

**Primary specimen** - In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

**Prohibited drug** - Any of the following substances specified in Schedule I or Schedule II of the Controlled Substances Act (21 U.S.C. 812): marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

**Qualification Training** - The training required in order for a collector, BAT, MRO, SAP, or STT to be qualified to perform their functions in the DOT drug and alcohol testing program. Qualification training may be provided by any appropriate means (e.g., classroom instruction, internet application, CD-ROM, video).

**Reconfirmed** - The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

**Rejected for testing** - The result reported by an HHS-certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.

**Refresher Training** - The training required periodically for qualified collectors, BATs, and STTs to review basic requirements and provide instruction concerning changes in technology (e.g., new testing methods that may be authorized) and amendments, interpretations, guidance, and issues concerning Part 40 and DOT agency drug and alcohol testing regulations (e.g., Part 199). Refresher training can be provided by any appropriate means (e.g., classroom instruction, internet application, CD-ROM, video).

**Refusal to submit, refuse, or refuse to take** - Behavior consistent with Part 40 concerning refusal to take a drug test or refusal to take an alcohol test.

**Screening drug test** - See Initial drug test definition above.

**Screening Test Technician (STT)** - A person who instructs and assists employees in the alcohol testing process and operates an ASD.

**Secretary** - The Secretary of Transportation or the Secretary's designee.

**Service agent** - Any person or entity, other than an employee of the employer, who provides services specified under Part 40 to employers and/or employees in connection with DOT drug and alcohol testing requirements. This includes, but is not limited to, collectors, BATs and STTs, laboratories, MROs, substance abuse professionals, and C/TPAs. To act as service agents, persons and organizations must meet the qualifications set forth in applicable sections of Part 40. Service agents are not employers for purposes of Parts 199 and 40.

**Shipping container** - A container that is used for transporting and protecting urine specimen bottles and associated documents from the collection site to the laboratory.

**Specimen bottle** - The bottle that, after being sealed and labeled according to the procedures in Part 40, is used to hold the urine specimen during transportation to the laboratory.

**Split specimen** - In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

**Split specimen collection** - A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**State agency** - An agency of any of the several states, the District of Columbia, and the Commonwealth of Puerto Rico that participates under the pipeline safety laws (49 U.S.C. 60101 et seq.)

**Stand-down** - The practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.

**Substance Abuse Professional (SAP)** - A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

**Substituted specimen** - A specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

**Verified test** - A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

### **III. POLICY AND RESPONSIBILITIES**

#### **1. Company Policy**

**Policy Statement.** The Company has a long-standing commitment to maintain the highest standards for employee safety and health. The use of controlled substances and the misuse of alcohol are contrary to these high standards. The use or possession of illegal controlled substances or alcoholic beverages while on Company property, or in any Company vehicle, or on Company time, including breaks or lunch, paid or unpaid, on any shift, is strictly prohibited.

**DOT Compliance** . The Company is aware that it is ultimately responsible for meeting the requirements of Parts 40 and 199. The DOT authorizes transportation employers to use a service agent(s) to perform tasks necessary to comply with the Plan. The Company understands that, under the DOT regulations, it is responsible for the actions of its service agents. The Company is responsible for developing and implementing a successful and comprehensive DOT workplace drug and alcohol program. Components of the Company's program include clear policies, provisions for education and training, drug and alcohol testing, and when needed, referral for evaluation, education, and treatment. The Company shall ensure that all covered employees are aware of the provisions and coverage of the Plan.

#### **2. Responsibilities of Key Personnel**

The Company will convey to responsible individuals -- the Designated Employer Representative(s) and affected supervisors - that, to the best of their ability, the privacy and confidentiality of any covered employee subject to the Plan must be maintained at all times.

**Designated Employer Representative (DER)** . Appendix B contains the name, address, and phone number of the DER(s). The DER is:

- a. the key employee for the Company's drug and alcohol program functions, and has the knowledge and authority to make decisions about the testing process and answer questions about it.
- b. **not** a service agent.
- c. one or more employees of the Company assigned to ensure adequate coverage on all shifts and at all locations.
- d. responsible for the preparation of the Plan, as well as providing oversight and evaluation on the Plan.
- e. responsible to review all adverse personnel action or discipline applied under the Plan for consistency and conformance to human resources policies and procedures.
- f. responsible for scheduling random, return-to-duty and follow-up testing, as applicable, and is authorized to receive and maintain, in a secure file system, all drug and alcohol testing results.

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- g. responsible for providing answers to employee questions regarding the testing program, and information on the resources available for drug and alcohol counseling.
- h. responsible for overseeing the employee assistance program (EAP).

**Supervisor.** A Company individual(s) responsible for observing the performance and behavior of employees that is suggestive enough to lead to reasonable suspicion/cause drug and/or alcohol testing. Supervisors who will determine whether an employee must be drug tested and/or alcohol tested based on reasonable suspicion/cause will be trained in the "signs and symptoms" of each substance. The supervisor is required to document a reasonable suspicion/cause event. The supervisor may also be responsible for requests as the second supervisor for substantiation and concurrence for reasonable suspicion/cause drug test, if applicable.

### 3. Responsibility of Covered Employees<sup>4</sup>

**Compliance.** Each covered employee must comply with the requirements of the Plan, and the DOT drug and alcohol rules it pertains to, in order to remain eligible to work in a DOT safety-sensitive position. Each covered employee has the responsibility to read, be knowledgeable of, and comply with, the requirements of the Plan, and Parts 40 and 199. Committing a DOT violation will result in the employee's immediate removal from the covered function, and remain so until successfully completing the DOT return-to-duty conditions of Part 40. The Plan describes circumstances for being tested, violations, prohibited conduct, and their subsequent consequences. The Plan describes what is available to each covered employee as services (e.g., EAP) in such cases where the employee has a potential problem with drugs or alcohol prior to a drug or alcohol test. It is a condition of employment for all covered employees to sign the Acknowledgement/Receipt Form (Appendix A). In doing so, the employee attests to comply with the drug and alcohol program requirements of the Company and the requirements of the Plan. Failure to comply with this condition may result in disciplinary action up to and including termination.

### 4. Use of Service Agents<sup>5 6</sup>

**Compliance.** The Company will contract with service agents to accomplish many of the requirements of Parts 40 and 199. Appendix B (Designated Personnel and Service Agents) provides the names and addresses of service agents that are under contract. Contracts will contain a provision that the service agent will comply with Parts 40 and 199 in the services provided. The work of any service agent providing services to the Company will be open to inspection by the Company. The service agent must allow access to property and records by the operator, the Administrator, and if the operator is subject to the jurisdiction of a state agency, a representative of the state agency for the purpose of monitoring the operator's compliance with the requirements of Part 199. No service agent will serve as DER for this Company.

**Public Interest Exclusion.** The Company will not use a service agent against whom a Public Interest Exclusion (PIE) has been issued. The Company will stop using the services of a service agent no later than 90 days after the DOT has published the decision in the *Federal Register* or posted it on its web site that a PIE has been issued. The Company may apply to the ODAPC Director for an extension of 30 days if it is demonstrated that a substitute service agent cannot be found within 90 days.

**Consortium/Third Party Administrator.** The Company may employ the service of a Consortium/Third Party Administrator (C/TPA) to assist the DER with overall program management and consultation on any program issue. While the C/TPA will not serve as the DER, the C/TPA may support the DER by explaining the regulations and offering guidance on program-compliance issues.

### 5. Critical Service Agent Positions<sup>7 8</sup>

**Compliance.** The Company recognizes the significance of critical service agent positions within the DOT drug and alcohol program. The Company understands the importance of each service agent meeting their initial qualifications, as applicable, and then maintaining compliance throughout the conduct of their program functions, all in accordance with Part 40 and Part 199 requirements. The Company will ensure that the following critical positions meet DOT rule requirements:

- a) Medical Review Officer (MRO) (§40.121 and §199.109(b));

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- b) Substance Abuse Professional (SAP) (§40.281);
- c) Urine Specimen Collector (§40.33);
- d) Screening test Technician (§40.213); and,
- e) Breath Alcohol Technician (§40.213)

#### 6. "Non-DOT" Testing Program<sup>9 10</sup>

**Compliance.** The Company may implement an additional drug and/or alcohol testing program, referred to as a "non-DOT program." Any additional testing program would be completely independent of the DOT testing program. Such a testing program would be developed under the Company's own authority and kept separate from the DOT program. All DOT testing would be accomplished first; the Company's non-DOT program would commence afterwards. The non-DOT program would use different forms and not use the Federal Custody and Control Form or the DOT Alcohol Testing Form. The non-DOT program could test different people, for different drugs, and different reasons-for-testing. If the Company implements its own non-DOT testing program, the Company will define the program and notify all employees through a Non-DOT Program Plan.

### IV. DOT PROGRAM REQUIREMENTS

#### 1. Employees Subject to Testing<sup>11 12</sup>

**Compliance.** Any employee who would perform an operations, maintenance, or emergency-response function, regulated by Part 192, 193, or 195, on a pipeline or LNG facility, is subject to mandatory DOT drug and alcohol testing under this program. Such individuals are subject to DOT testing because their job functions have been determined by PHMSA to be a covered, or safety-sensitive, transportation function. Appendix C (Covered Positions) provides specific employee titles, for this Company, of those subject to testing under this program. However, it is the work that an individual performs, not the title of their job, which determines whether their work is covered and therefore subject to drug and alcohol testing.

**Operator or Contractor .** Covered employees may be employed by the operator, be a contractor engaged by the operator, or be employed by such a contractor; this includes full-time, part-time and temporary employees and includes any applicant for a covered function.

#### 2. Acknowledgement/Receipt Form

The "Acknowledgement/Receipt Form," (Appendix A), applies to all drug and/or alcohol tests, or related foregoing or subsequent DOT procedures, while the employee is in a covered function with the Company. The signed form will be maintained by the Company. For any test, the expectations placed on the employee by the Company are to "follow all instructions" in order to accomplish the test.

#### 3. History-check Requirement<sup>13 14</sup>

**Compliance.** Prior to the first time that the Company uses an employee to perform safety-sensitive duties (i.e., a new hire or an employee transferring into a safety-sensitive position) the Company will require a "history check" of the employee. The history check will look back into the employee's past two years of DOT employment for DOT violations. History checks are conducted only after obtaining the employee's written authorization to do so. Any employee refusing to provide written consent will not be permitted to perform safety-sensitive functions. The Company will not allow the covered employee to perform their functions after 30 days from the date on which the employee first performed safety-sensitive functions, unless the Company has obtained or made and documented a good faith effort to obtain alcohol and drug testing information from previous DOT-regulated employers.

**Information request.** The Company will request the following information about the employee.

- a) Alcohol tests with a result of 0.04 or higher alcohol concentration;
- b) Verified positive drug tests;
- c) Refusals to be tested (including verified adulterated or substituted drug test results);
- d) Other violations of DOT agency drug and alcohol testing regulations; and

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- e) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty and follow-up testing requirements.

The Company will make at least one attempt by telephone, e-mail or fax, and maintain documentation associated with the attempt to obtain history-check information (e.g., date and time of the attempt, person contacted). If the Company finds evidence of past DOT violations, those violations may be used as the sole reason for not hiring the individual or for termination.

**Violation Consequences** . The Company will not use any employee in a DOT safety-sensitive position that has had a past DOT violation and has not complied with DOT eligibility standards for returning to safety-sensitive work. The Company will also ask the employee if they had any pre-employment test that was positive for which the previous employer did not hire them. The employee's answer to this question will be maintained as part of the employee's history-check information.

#### 4. Employee Notification of Tests

Employees will be notified directly when a test must be conducted. While the circumstances for a test will differ by its reason-for-test, the Company will endeavor to conduct all tests with only a limited number of Company personnel having knowledge of the reason for the test.

All testing will be unannounced until the last possible moment. The timing will vary in conjunction with the reason-for-test. For example, a pre-employment test will be announced during the job application; a random test is announced within the test period, but just prior to the test, to maintain the element of surprise; and, announcements of post-accident or reasonable suspicion tests are controlled by the circumstances that come to light around the time of the event (e.g., accident). All alcohol test will be conducted just prior to, during, or just after the performance of safety-sensitive duties. Drug tests may be conducted anytime the employee is at work.

The DER and Company supervisors will be responsible for notifications and to help maintain the element of confidentiality. When an employee is notified for a test, the employee must proceed to the collection site immediately. Immediately means that after notification, all the employee's actions must lead to an immediate specimen collection (or test). The Company considers "travel time to the collection site, plus 30 minutes" as the maximum acceptable interval of time between notification and testing.

In test situations such as post-accident and reasonable suspicion/cause, where the employee's job performance is called into possible question, supervisors will use their discretion and training to minimize further confrontation. A reasonable attempt will be made by the supervisor to isolate and inform the employee of the decision to test, the steps that must be taken to accomplish the test, and the consequences of refusing the test. If possible, for post-accident and reasonable suspicion tests, the Company will have the DER or a supervisor accompany the employee to the collection site.

#### 5. DOT Drug Violations

**Drug Violations** . The following provides a listing of DOT drug violations prohibited of covered employees:

- a) A verified positive drug test result;
- b) A refusal to be tested, determined by:
  - (1) Having a verified adulterated or substituted drug test result;
  - (2) Failing to appear for any drug test (except a pre-employment test) within a reasonable time, as determined by the Company, after being directed to do so by the Company;
  - (3) Failing to remain at the drug testing site until the testing process is complete;
  - (4) Failing to provide a urine specimen for any drug test;
  - (5) Failing to allow a directly observed or monitored collection in a drug test that requires such a collection procedure;

- (6) Failing to provide a sufficient amount of urine for a drug test when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (7) Failing or declining to take an additional drug test the Company or collector has directed the employee to take;
- (8) Failing to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER; or,
- (9) Failing to cooperate with any part of the testing process (e.g., refuse to empty pockets or failure to wash hands when so directed by the collector, behave in a confrontational way that disrupts the collection process, tampering with a specimen).
- (10) For an observed collection, fail to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.
- (11) Possess or wear a prosthetic or other device that could interfere with the collection process.
- (12) Admit to the collector or MRO that a specimen has been adulterated or substituted.

## 6. DOT Alcohol Violations and Prohibited Conduct<sup>15 16</sup>

**Alcohol Violations.** The following provides a listing of DOT alcohol violations prohibited of covered employees:

- a) A test result of 0.04 or higher alcohol concentration;
- b) A refusal to be tested, determined by:
  - (1) Failing to appear for any alcohol test (except a pre-employment test) within a reasonable time, as determined by the Company, after being directed to do so by the Company;
  - (2) Failing to remain at the alcohol testing site until the testing process is complete;
  - (3) Failing to provide an adequate amount of saliva or breath for an alcohol test;
  - (4) Failing to provide a sufficient amount of breath for an alcohol test when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
  - (5) Failing to undergo a medical examination or evaluation, as directed by the DER;
  - (6) Failing to sign the certification statement on the Alcohol Testing Form; or,
  - (7) Failing to cooperate with any part of the testing process.
- c) On-duty use of alcohol while performing covered functions.
- d) Pre-duty use of alcohol within four (4) hours prior to performing covered functions, or if the employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report for duty.
- e) Use of alcohol within eight (8) hours following an accident in which the performance of covered functions has not been discounted by the Company as a contributing factor to the accident, unless the employee has already been given a post-accident alcohol test.

**Alcohol Prohibited Conduct.** The following is prohibited conduct of DOT covered employees:

- a) A test result of 0.02 or greater alcohol concentration, but less than 0.04.

## 7. Violation Consequences and Company Actions<sup>16 17</sup>

**After DOT Rule Violations.** The Company will not allow any covered employee who has a DOT drug or alcohol violation to perform safety-sensitive duties for the Company. Immediately upon learning of the violation, the DER shall assure the removal of the employee from all safety-sensitive duties. That employee will be ineligible to work in any DOT safety-sensitive function for the Company until the employee has successfully completed the DOT return-to-duty process. The Company will refer the

employee to a Substance Abuse Professional (SAP) as soon as practicable after the verified violation report.

**After DOT Alcohol Prohibited Conduct.** The Company will not allow any covered employee to perform, or continue to perform, any function covered by Part 199 when the employee is found to have an alcohol concentration of 0.02, or higher, but less than 0.04. The Company may continue testing the employee until the alcohol concentration is less than 0.02, or the Company may not use the employee in a safety-sensitive function until the start of the employee's next regularly scheduled shift, which must be not less than eight hours following the test that indicated "prohibited conduct."

## **V. ANTI-DRUG PROGRAM**

### **1. DOT-Required Drug Tests**

**Compliance.** The Company will ensure that each employee who performs a DOT-covered function will be drug tested for the following reasons when called for by Part 199: All drug tests will be conducted following the procedures of Part 40.

**Pre-Employment.**<sup>18</sup> A pre-employment drug test will be conducted before an individual is hired or contracted into a covered position and when an individual is transferred or promoted from a non-covered to a covered position. This includes when an individual switches back and forth from a covered position to a non-covered position and back again. This also applies to employees returning from a leave of absence greater than 30 days who have not been participating in the Company's drug program and subsequently subject to the random selection process. A negative DOT urine drug test result is required prior to performing covered functions. DOT does not allow the use of a "quick test" (e.g., a urine test that produces an immediate test result) or any other methodology other than urine. Pre-employment tests are normally unobserved by the collector. However, provisions will be available at the collection site for a directly observed collection to take place should circumstances require such action.

**Post-Accident Testing.**<sup>19</sup> The Company will conduct both a drug test and an alcohol test after an accident, or incident on each employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The decision whether to test or not to test any employee shall be based on the Company's determination, using the best available information immediately following the accident, that the covered employee's performance could or could not have contributed to the accident. The Company will explain to each employee to be tested there is reason to believe their performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The Company will document the decisions that support the determination to conduct a post-accident test. Refer to the *Post Accident or Reasonable Cause/Suspicion Supervisor Written Record*.

A post-accident drug test shall be conducted on each employee as soon as possible but no later than 32 hours after the accident. The Company must take all reasonable steps to obtain a urine specimen from an employee after an accident, but any injury should be treated first. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident, to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The affected employee will not be allowed to proceed alone to or from the collection site. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the Company or Company's representative of their location if they leave the scene of the accident prior to submission to such test, may be deemed by the Company to have refused to submit to testing. Post accident tests are normally unobserved by the collector. However, provisions will be available at the collection site for a directly observed collection to take place should circumstances require such action. Depending on the circumstances of the accident, and if feasible, the employee will not be allowed to perform covered functions pending the results of the drug test.

**Random Drug Testing.**<sup>20 21 22 23</sup> The Company will conduct a number of random tests each calendar year that meets or exceeds the current minimum annual percentage random testing rate. The



minimum rate for random drug testing, set by the PHMSA regulation, is 25 percent of the Company's covered employees. If the industry random drug testing positive rate is above 1 percent, PHMSA will raise the annual percentage rate for random drug testing to 50 percent of the Company's covered employees. The Company may use the services of the C/TPA to manage all aspects of the Company's random testing program. If the Company conducts random testing through a C/TPA, the number of employees to be tested may be calculated for each individual Company or may be based on the total number of covered employees covered by the C/TPA who are subject to random testing (e.g., consortium random testing pool).

All covered employees will be immediately placed in the random pool after obtaining a negative result on their pre-employment test. Covered employees will remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing. The selection of employees shall be made by using a computer-based, scientifically valid method (e.g., random number generator or equivalent random selection method) that is matched with an employee's social security number or employee ID number. The DER will assure the pool contains employee social security numbers or employee identification numbers that are current, complete, and correct. Employees will have an equal chance of being selected for testing.

Random testing will occur on a quarterly basis. Prior to selection, the DER shall ensure that the random testing pool has been updated to include all current covered employees in the Company's workforce. The number of tests to be conducted will be based on the number of covered employees at the beginning of each quarter's test cycle. The DER, or C/TPA, shall use the random selection procedures to compile a list of covered employees selected for testing in each testing cycle. The number of employees selected shall be sufficient to assure that the minimum number of required tests can be achieved. The list of employees selected will be retained by the DER in a secure location until the time of testing when the list will then be provided to the appropriate division manager, department head, or supervisor who will, in turn, notify the employee(s) to report for testing.

Random testing is unannounced, with employees being notified that they have been selected for testing after they have reported for duty on the day of collection. Specimen collection will be conducted on different days of the week throughout each test cycle to prevent employees from matching their drug use patterns to the schedule for collection. Random tests are normally unobserved by the collector. However, provisions will be available at the collection site for a directly observed collection to take place should circumstances require such action.

Once notified by the appropriate Company official, employees will be instructed to report immediately to the collection site.

**Reasonable Suspicion/Cause Testing**.<sup>24</sup> The Company will conduct reasonable suspicion testing, also known as reasonable cause testing, based on the Company's observation of "signs and symptoms" of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. At least two Company supervisors, one of whom is trained in detection of the possible signs and symptoms of drug use, shall substantiate and concur in the decision to test an employee. The concurrence between the two supervisors may be by telephone. If the Company has 50 or fewer employees subject to testing under PHMSA regulations, only one supervisor, trained in detecting possible drug use signs and symptoms, is needed to make the decision to test.

The supervisor making the determination to test shall document, in writing, the behavioral signs and symptoms that support the determination to conduct a reasonable suspicion/cause test. This documentation of the employee's conduct shall be prepared and signed within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier. Refer to the *Post Accident or Reasonable Cause/Suspicion Supervisor Written Record*. The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity in route to the collection site for the employee to compromise the test through any method of tampering that could affect the outcome of the test result. Reasonable suspicion/cause tests are normally unobserved by the collector. However, provisions will be available at the collection site for a directly observed collection to take place should circumstances require such action.

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The employee shall not perform a covered function pending the receipt of the drug test results. The employee should make arrangements to be transported home. The employee should be instructed not to drive any motor vehicle due to the reasonable belief that the employee may be under the influence of a drug. If the employee insists on driving, a supervisor should notify the proper local law enforcement authority that an employee believed to be under the influence of a drug is leaving the Company premises driving a motor vehicle.

**Return-to-Duty Testing.**<sup>25</sup> The Company will conduct a return-to-duty test prior to an employee returning to safety-sensitive duty following a DOT violation. When an employee has a DOT violation the employee cannot work again in any DOT safety-sensitive function until successfully completing the Substance Abuse Professional (SAP) return-to-duty requirements. Only after the SAP has reported to the Company that the employee is eligible to return to safety-sensitive duties is the Company authorized to return the employee to a covered function. However, whether or not to do so is a business decision of the Company, not the DOT. When the Company makes the decision to return the employee to safety-sensitive duty, the Company will initiate the order for the return-to-duty test. All return-to-duty tests will be conducted using direct-observation collection procedures.

A return-to-duty test, as a minimum, will be for the substance associated with the violation. A return-to-duty test may, however, be for both drugs and alcohol. The decision belongs solely to the SAP from information gained during the SAP-evaluation/treatment processes. The results of a return-to-duty drug test must be negative in order "to count" and allow the employee to return to work. A cancelled test must be recollected; a positive test or refusal-to-test will be considered as a new, separate violation. When the employee "passes" his return-to-duty test, their name is immediately placed into the Company's random testing pool.

**Follow-up Testing.**<sup>26 27</sup> The Company will conduct follow-up testing, as a series of tests that occur after an employee returns to safety-sensitive work, following a negative result on the return-to-duty drug and/or alcohol tests. Follow-up testing, as a minimum, will be for the substance associated with the violation. In addition, follow-up testing may be for both drugs and alcohol, as directed by the SAP's written follow-up testing plan.

Follow-up testing is the Company's responsibility to conduct. Follow-up testing will run concurrently with random testing. All follow-up tests will be conducted using direct-observation collection procedures.

The number and frequency of the follow-up tests will be determined by the SAP, but shall consist of at least six tests in the first 12 months following the covered employee's return to duty. The follow-up plan will give both the number of tests and their frequency; the Company will select the actual day and time of the test and the tests are unannounced. Follow-up testing shall not exceed 60 months from the date of the covered employee's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines that such testing is no longer necessary.

## **2. Drug Tests That Require Direct Observation Procedures<sup>28</sup>**

**Compliance.** The Company will conduct all return-to-duty and follow-up drug tests using the direct observation collection procedures specified by Part 40. Pre-employment, post-accident, reasonable suspicion/cause and random drug tests are normally conducted by giving the employee the privilege of privacy when providing the urine specimen. However, should it become required that these collections be conducted under direct observation procedures, the Company will convey instructions to the collector to ensure that this is done. Direct observation procedures will also be used for collections when a specimen is provided and the temperature is out of range, when the specimen appears to have been tampered with or when a previous specimen has been reported as invalid, adulterated, substituted or negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, as defined in Part 40.

### 3. Specimen Collection Procedures

**Compliance.** The Company will follow the requirements of Part 40 for its DOT collections. A full description of DOT collection requirements that collectors will follow can be found in Part 40, Subpart C ("Urine Collection Personnel"), Subpart D ("Collection Sites, Forms, Equipment and Supplies Used in a DOT Urine Collection"), and Subpart E ("Urine Specimen Collections").

**Collection Site Personnel** .<sup>29 30</sup> The Company will ensure that collection sites, utilized by its employees, are aware of their responsibilities with regard to the DOT specimen collection process. These responsibilities are to collect urine specimens using Part 40 procedures, ship the specimens to a Department of Health and Human Services (HHS) certified laboratory for analysis, and distribute copies of the Federal Drug Testing Custody and Control Form (CCF) to the laboratory, Medical Review Officer, employer or employer's C/TPA, and employee in a confidential manner. All attempts are made to use collectors who have been trained in accordance with Part 40. The Company, or the Company's C/TPA, will ask the collection sites conducting DOT collections to attest to the fact that they comply with DOT standards of practice. The direct supervisor of a covered employee shall not serve as a collector in conducting any required drug test unless it is otherwise impracticable.

**Collection Site, Forms, and Specimen.** The Company will provide the employee with the specific location of the collection site where the drug test will take place. In most cases, the Company will provide the employee with a drug testing kit, which includes the CCF, to present to the collector. The only specimen that will be collected for any DOT collection is urine; the only form that will be used is the Federal CCF.

**Collections.** The Company will inform every employee that they are required to carry and present a current valid photo ID, such as a driver's license, passport, or employer-issued picture ID to the collection site. The employee will be advised that the collector will ask them to empty their pockets, remove any unnecessary garments (the employee may retain their wallet), and wash and dry their hands prior to the collection. The employee will be instructed to follow the collector's instructions throughout the collection process. Normally, the employee will be afforded privacy to provide a urine specimen. Exceptions to the rule generally surround issues of attempted adulteration or substitution of a specimen or any situation where questions of specimen validity arise, like an unusual specimen temperature.

After the employee has provided the specimen (a minimum of 45 mL) of their urine into a collection container, the collector will check the temperature and color of the urine. All DOT collections are "split specimen collections." The collector will pour the urine into two separate bottles (bottle "A" as the primary specimen and bottle "B" as split specimen), seal them with tamper-evident tape, and then ask the employee to initial the seals after they have been placed on the bottles. (Remember: Neither the employee nor the collector should let the specimen out of their sight until it has been poured into two separate bottles and sealed.) Next, the employee will write their name, date of birth, and daytime and evening phone numbers on the MRO Copy (Copy 2) of the CCF. This is so the MRO can contact the employee directly if any questions arise about their test.

Lastly, the collector will complete the necessary documentation on Copy 1 of the CCF and package the CCF and the two specimen bottles in the plastic bag and seal the bag for shipment to the laboratory. Copies of the CCF will be distributed: Copy 2 to the MRO and Copy 4 to the employer or the employer's C/TPA; the collector keeps Copy 3; and, the employee gets Copy 5. The employee may list any prescription and over-the-counter medications they may be taking on the back of their copy of the CCF (this may serve as a reminder for the employee in the event the MRO calls to discuss their test results).

**Possible collection issues.** If the employee is unable to provide 45 mL of urine on the first attempt, the time will be noted, and they will be required to remain in the testing area under the supervision of the collection site personnel, their supervisor, or a representative from their Company (e.g., supervisor accompanying the employee). Leaving the testing area without authorization may be considered a refusal to test. The employee will be urged to drink up to 40 oz. of fluid, distributed reasonably over a period of up to three hours, and asked to provide a new specimen (into a new collection container). If the DER is contacted, the DER should instruct the employee to remain at the collection site to complete the collection process. If the employee does not provide a sufficient

specimen within three hours, the DER, in consultation with the MRO, will direct the employee to obtain a medical evaluation within five days to determine if there is an acceptable medical reason for not being able to provide a specimen. If it is determined that there is no acceptable physiological or pre-existing psychological reason for not providing a urine specimen, it will be considered a refusal to test.

**Directly observed collections** . If a direct observation collection is required of the employee, the Company will ensure that the DOT requirements (i.e., direct observation by same-sex collector, observation of body-to-bottle urination, and use of full turn-around observation) procedures are followed.

#### 4. PHMSA Inspection Protocol for Specimen Collection Sites

**Compliance.** PHMSA's Substance Abuse Program: Comprehensive Audit and Inspection Protocol Form, Combined Anti-Drug and Alcohol Misuse Prevention Programs, Form No.: 3.1.11, dated January 29, 2010, provides a separate inspection protocol for Specimen Collection Sites. The Company provides this protocol to correspond with the detail found in the PHMSA Inspection Form. As previously stated, the Company will ensure that all DOT drug tests comply with Part 40 requirements.

**Collection Personnel.** The Company will ensure that only qualified collectors are used to conduct Company DOT tests. An immediate supervisor of an employee may be used in cases where there are no qualified collectors available, and where their use is the only way to get the test conducted. Collectors will maintain documentation to verify they meet training requirements and will make that documentation available to the Company on request.<sup>31</sup> If an error occurs causing a test to be canceled and the error is directly attributed to the collector, the collector will undergo error-correction training within 30 days of the date of notification of the error that led to the need for training.<sup>32</sup>

**Collection Sites, Forms and Supplies.** The Company will use designated collection sites that meet DOT requirements.<sup>33</sup> If the collection site uses a facility normally used for other purposes, the collector will ensure that it meets DOT standards before continuing the collection.<sup>34</sup> Access to collection materials and specimens will be restricted, and the facility will be secured against access during the procedure to ensure privacy to the employee and prevent distraction of the collector. Limited-access signs will be posted as necessary. The collector will maintain personal control over each specimen and CCF throughout the collection process and will prevent unauthorized personnel from entering any part of the site in which urine specimens are collected or stored.<sup>35</sup> The current CCF and a collection kit, that meets the requirements of Appendix A to Part 40, will be used for DOT collections.<sup>36 37</sup>

**Specimen Collections.** Collectors will explain the basic collection procedure to the employee, including showing the employee the instructions on the back of the CCF.<sup>38</sup> In most all collections, the Company will provide the employee with a kit and CCF to carry to the collection site. In other collections, collectors will provide the employee with an individually wrapped or sealed collection container from the collection kit materials.<sup>39</sup> Precautions will be taken to ensure that unadulterated specimens are obtained and correctly identified. Specimen integrity will be maintained by: bluing agents being added in the toilet tank and all water sources secured; positive photo identification of the employee for collection; notification of the DER if employee fails to arrive at the assigned time; having the employee remove any unnecessary outer garments (purses or briefcases will remain with outer garments); having employees wash and dry their hands; and, to the greatest extent possible, the collector will keep an employee's collection container within view of both the collector and the employee between the time the employee has urinated and the specimen is sealed. Any unusual behavior will be noted on the CCF.<sup>40</sup>

Following the collection, the specimen will be checked for sufficient volume (i.e., 45 mL), acceptable temperature range (i.e., between 90-100 degrees F), and shows no signs of tampering (e.g., color, odor).<sup>41</sup> Having problematic issues with specimen volume, the collector will follow DOT's "shy bladder" procedures<sup>42</sup>; problems with temperature or tampering will result in the collector conducting a second collection under direct observation (see Section V.2, "Drug Tests That Require Direct Observation Procedures").<sup>43</sup> Direct observation procedures will be used for all collections where the reason-for-test is either return-to-duty or follow-up. Direct observation procedures will also be used for collections when a specimen is provided and the temperature is out of range, when the specimen

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appears to have been tampered with or when a previous specimen has been reported as invalid, adulterated, substituted or negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, as defined in Part 40. If the collector does a monitored collection, same gender monitors will be used if the monitors are non-medical personnel.<sup>44</sup> All collections are completed by the specimens being sealed and labeled, the CCF being properly executed, and the specimens and the CCF being sealed in a plastic bag for shipment to the laboratory.<sup>45</sup>

## 5. Drug Testing Laboratory

**Compliance.** The Company will employ a laboratory that will follow the requirements of Part 40 for the Company's DOT drug tests. A full explanation of DOT drug testing requirements that the laboratory will follow is found in Part 40, Subpart F ("Drug Testing Laboratories").

**Laboratory.**<sup>46 47</sup> The Company shall ensure that all DOT testing is conducted only by a laboratory that is certified by the Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP). Doing so ensures that the Company complies with the requirements of Part 40 and with all applicable requirements of HHS in testing DOT specimens, whether or not those requirements are explicitly stated in the Plan. The laboratory used by this Company is specified in Appendix B. The laboratory will report the certified results to the MRO and only to the MRO, at the address provided on the Federal CCF. Results will not be reported directly to the Company or to or through another service agent, such as the C/TPA.

**Specimen.** Urine is the only specimen that is authorized for DOT drug testing. The Company will not use any other specimen (e.g., hair or saliva) for a DOT-required drug test. A "quick test" (e.g., a urine test that produces an immediate test result) is also prohibited by DOT.

**Drug Testing.**<sup>48</sup> The laboratory will ensure that, on each DOT test, each specimen is tested for **marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP)**. (See Table 1, pg 23) The testing is a "two step" process: all presumptive positive results on the initial test must be confirmed by a confirmation test. The initial and the confirmation tests use different chemical principles, and separate portions of the original specimen, for testing. DOT specimens will not be tested for any other drugs. DOT specimens will not be subjected to DNA testing.

**Validity Testing.** The laboratory will ensure that, on each DOT test, each specimen is also subjected to "validity testing." The purpose of validity testing is to determine if the employee tampered with their specimen during the collection process. Validity testing measures the creatinine concentration and specific gravity to detect a diluted or substituted specimen; pH is measured as one criterion established to detect an adulterated specimen. Validity testing also incorporates HHS criteria (used by DOT) in testing for specific adulterants such as nitrites, chromates, surfactants, and other active chemical compounds.

**Laboratory specimen handling and reporting.** When the laboratory receives a DOT specimen they will unpack and enter it into the testing process. Part of that process is to examine the condition of the specimen bottles and accompanying CCF. The laboratory will look closely for any specific reason to stop the testing process (i.e., "fatal flaws"). If the laboratory determines a fatal flaw exists, the specimen is rejected for testing. If a fatal flaw does not exist, the specimen will be tested. DOT specimens are limited to four fatal flaws. They are:

- a) Specimen ID numbers on the CCF and the bottles do not match.
- b) Not enough urine and the bottles cannot be re-designated.
- c) Signs of tampering and the bottles cannot be re-designated.
- d) Collector's printed name and signature are missing.

The laboratory will open only the primary specimen (Bottle "A") to conduct the two tests (initial and confirmatory). If the specimen tests negative in either test and does not have any specimen validity issues, the result will be reported to the MRO as a negative. Only if the specimen test results are positive, adulterated, substituted, and/or invalid under both tests will the specimen be reported to the MRO as a positive, adulterated, substituted, and/or invalid, respectively. These results are also referred to as "non-negative" results.

### Required DOT Drug Tests & Cutoffs

TYPE OF DRUG Initial Test Analyte	INITIAL TEST Cutoff Concentration	CONFIRMATORY TEST Analyte	CONFIRMATORY TEST Cutoff Concentration
<b>Marijuana metabolites</b>	50 ng/mL	THCA <sup>9</sup>	15 ng/mL
<b>Cocaine metabolites</b>	150 ng/mL	Benzoylcegonine	100 ng/mL
<b>Opiate metabolites:</b> Codeine/Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000 ng/mL
6-acetylmorphine (6-AM)	10 ng/mL	6-acetylmorphine (6-AM)	10 ng/mL
<b>Phencyclidine (PCP)</b>	25 ng/mL	Phencyclidine	25 ng/mL
<b>Amphetamines:</b> AMP/MAMP	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL 250 ng/mL <sup>13</sup>
<b>MDMA</b>	500 ng/mL	MDMA <sup>10</sup> MDA <sup>11</sup> MDEA <sup>12</sup>	250 ng/mL 250 ng/ml 250 ng/mL

Table 1

<sup>9</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>10</sup> Methylenedioxyamphetamine (MDMA).

<sup>11</sup> Methylenedioxyamphetamine (MDA).

<sup>12</sup> Methylenedioxyethylamphetamine (MDEA).

<sup>13</sup> Specimen must also contain amphetamine at a concentration of greater than or equal to 100 ng/mL.

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## 6. Laboratory Retention Periods and Reports

**Specimen retention.**<sup>49</sup> Specimens that are confirmed by the laboratory to be positive, adulterated, substituted, or invalid will be retained by the laboratory in properly secured, long-term, frozen storage for at least 365 days. Within this 365 day period, the MRO, the employee, the Company, PHMSA or other state agencies with jurisdiction, may request in writing that the specimens be retained for an additional period. If the laboratory does not receive the request to retain the specimen within the 365-day period, the specimen will be discarded.

**Record retention.**<sup>50</sup> All laboratory records pertaining to any test for this Company on its covered employees will be retained for two years. The employer-specific data that is created by the laboratory for the laboratory statistical summary will be retained for two years.

**Semi-annual reports.**<sup>51</sup> The laboratory will prepare and send to the Company the aggregate employer-specific summary on a semi-annual basis. The format for this report is found in Part 40, Appendix B.

## 7. Laboratory Quality Control

**Inspections.** The laboratory shall permit inspections by the Company, the PHMSA Administrator, or if the Company is subject to the jurisdiction of a state agency, a representative of the state agency. Additionally, if the Company uses a C/TPA, that C/TPA may conduct a periodic inspection of the laboratory on the behalf of the companies that are clients of the C/TPA.

**Quality control.**<sup>52</sup> If the Company, or any C/TPA employed by the Company, has 2000 or more covered employees, the Company, or C/TPA, will submit quality control specimens to any laboratory where they have more than 100 specimens tested each year. The rate of quality control specimens is 1% with a cap at 50 per quarter. At any time that the Company, or any C/TPA employed by the Company, reaches the 2000-employee threshold, quality control specimen will be submitted following the specifications of Part 40. Quality control specimens, known as "blind" specimens, submitted to the laboratory, will appear to be real, employee specimens. The MRO will be informed of each test result and expected outcome.

**Reporting discrepancies.** The MRO will inform the Company or its C/TPA of any discrepancy in the expected result of any blind specimen. The MRO and C/TPA will resolve any discrepancies in the expected outcomes with this testing. If the unexpected outcome is positive, adulterated, or substituted where the expected outcome was to be negative, the MRO will report this result directly to DOT/ODAPC, in accordance with Part 40.

## 8. MRO Review of Drug Test Results

**Compliance.**<sup>53</sup> The Company will have, on staff or contract for the services of, an MRO who is a licensed physician with knowledge of drug abuse and is qualified under Part 40. The MRO will follow the requirements of Part 40 in carrying out the functions of the "independent and impartial gatekeeper of the drug testing process." A full description of DOT MRO requirements can be found in Part 40, Subpart G ("Medical Review Officers and the Verification Process"), and Subpart H (Split Specimen Testing).

**Duties.**<sup>54</sup> All confirmed drug test results for the Company are received by the MRO directly from the laboratory. The MRO is responsible for the review of both negative and non-negative test results, review of the CCFs associated with each test, and to conduct quality control reviews of the MRO staff. The MRO will review and interpret confirmed positive, adulterated, substituted, and invalid test results. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive, adulterated, substituted, or invalid test result. This action would include conducting a medical interview with the employee and review of the employee's medical history, or review of any other relevant biomedical factors, such as the results of a physical examination following an opiate positive. The MRO shall review medical records made available by the tested employee when the source of the confirmed result could have been from legally prescribed medication. The MRO shall

not, however, consider the results of urine or other specimens that are not obtained or processed in accordance with DOT regulations.

**Results.**<sup>55 56</sup> The MRO will use staff under his direct supervision to handle administrative processes for negative test results including receiving the result from the laboratory, reviewing the paperwork for accuracy, and reporting of the result to the DER.

The MRO staff may make the initial contact with employees having confirmed positive, adulterated, substituted, and invalid test results, for the purposes of setting up an interview for the MRO. The MRO will personally conduct the interview with the employee to determine whether there is a legitimate medical explanation for these results. This interview will be conducted, in most cases, before the Company is notified. If the result is confirmed positive by the laboratory, and a legitimate medical explanation is established, the MRO will report the result to the DER as negative. If not, the MRO will report the result to the DER as positive. If the confirmed result is adulterated or substituted, and a legitimate medical explanation is established, the MRO will report the result to the DER as cancelled and notify ODAPC, in accordance with Part 40 procedures. If not, the MRO will report the result to the DER as a refusal to test. If the result is invalid, and an acceptable reason is established, the MRO will report the result to the DER as cancelled and the process will stop, unless a negative test result is needed (e.g., pre-employment, return-to-duty and follow-up). If an acceptable reason is not established, the MRO will report the result to the DER as cancelled and order an immediate recollection under direct observation.

**Reports.**<sup>57</sup> All drug test results will be reported to the Company DER in a confidential and timely manner. Before reporting any results, the MRO will have received a copy of the CCF showing where the employee has signed the form. The time period from collecting the specimen to reporting the verified test result is generally shorter for negatives than for non-negatives. Non-negatives will not be reported to the DER until all information required for the employee interview is received and approved by the MRO. The Company may use a C/TPA as its intermediary in receiving drug test results. If so, those reports will be handled in accordance with Part 40 requirements. If the MRO does not use Copy 2 of the CCF for reporting results, the MRO will maintain a copy of the signed or stamped report in addition to the signed or stamped and dated Copy 2. If the MRO uses an electronic data file to report negatives, the MRO will maintain a retrievable copy of that report in a format suitable for inspection and auditing by a DOT representative.

## 9. Split Specimen Testing

**Split Specimen.**<sup>58</sup> When the MRO has verified a result as positive, adulterated, or substituted, the MRO will notify the employee of their right to have the split specimen tested. The employee must notify the MRO within 72 hours of the result being verified in order to have this testing conducted. If the employee requests that the split specimen be tested within the 72-hour period, the MRO will ensure that the split specimen is tested. Testing of the split specimen is only conducted at the request of the employee, and then only after using the MRO as the requesting agent for the employee.

The Company is responsible for making sure that the MRO, first laboratory, and second laboratory perform the functions noted in Part 40 in a timely manner, once the employee has made a timely request for a test of the split specimen (e.g., by establishing appropriate accounts with laboratories for testing split specimens).

The Company must not condition compliance with these requirements on the employee's direct payment to the MRO or laboratory or the employee's agreement for reimbursement of the costs of testing. For example, if the Company's asks the employee to pay for some or all of the cost of testing the split specimen, and the employee is unwilling or unable to do so, the Company must ensure that the test takes place in a timely manner, which means that the Company will pay for the split testing. The Company may seek payment or reimbursement of all or part of the cost of the split specimen from the employee. Part 40 takes no position on who ultimately pays the cost of the test, so long as the Company ensures that the testing is conducted as required and the results released appropriately.

**Laboratory.**<sup>59</sup> The testing of the split specimen will be conducted at another HHS-certified laboratory, different from the original laboratory. The Company will select the second laboratory. The split specimen will be tested for the same substance or condition that was found in the primary



specimen. The MRO will report back to the DER and the employee whether the split reconfirms the primary. If the test of the split does not reconfirm the primary, both tests will be cancelled as if they never occurred.

## 10. Medical Marijuana

The DOT and the Company does not accommodate the use of medical marijuana by DOT-covered employees.

## VI. ALCOHOL MISUSE PREVENTION PROGRAM

### 1. DOT-Required Alcohol Tests

**Compliance.** The Company will ensure that each employee who performs a DOT-covered function will be alcohol tested for the following reasons when called for by Part 199. All alcohol tests will be conducted following the procedures of Part 40.

**Pre-Employment.**<sup>60</sup> PHMSA does not mandate a pre-employment alcohol test for covered employees in the pipeline industry. PHMSA does give operators and contractors who wish to conduct a pre-employment alcohol test the authority to do so. If the Company decides to conduct pre-employment alcohol testing, all applicants will be advised of the test prior to the test occurring, and all tests will be conducted before the first performance of covered functions by every covered employee (whether a new employee or someone who has transferred to a position involving the performance of covered functions). The Company will treat all covered employees the same for the purpose of pre-employment alcohol testing; the Company will not test some covered employees and not others. The Company will conduct the pre-employment tests after making a contingent offer of employment or transfer, subject to the employee passing the pre-employment alcohol test. A result of less than 0.02 alcohol concentration is required prior to performing covered functions.

**Post-Accident Testing.**<sup>61</sup> The Company will conduct both a drug test and an alcohol test, after an accident, or incident, on each employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The decision whether to test or not to test any employee shall be based on the Company's determination, using the best available information immediately following the accident, that the covered employee's performance could or could not have contributed to the accident. The Company will explain to each employee to be tested there is reason to believe their performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The Company will document the decisions that support the determination to conduct a post-accident test. Refer to the *Post Accident or Reasonable Cause/Suspicion Supervisor Written Record*.

A post-accident alcohol test shall be conducted on each employee as soon as possible but no later than 8 hours after the accident. If the test is not completed within 2 hours the Company will prepare and maintain a written statement documenting the reason the test was not conducted. If the test is not completed within 8 hours the Company shall cease attempts to do so. The Company will take all reasonable steps to obtain a breath test from an employee after an accident, but any injury should be treated first. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident, to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The affected employee will not be allowed to proceed alone to the testing site. A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the Company or Company's representative of their location if they leave the scene of the accident prior to submission to such test, may be deemed by the Company to have refused to submit to testing.

**Random Testing.** PHMSA does not authorize random alcohol testing of covered employees within the natural gas and hazardous liquids pipeline industry. The Company will not conduct DOT random alcohol testing of their PHMSA-regulated employees.

**Reasonable Suspicion/Cause Testing** .<sup>62 63 64</sup> The Company will conduct reasonable suspicion testing, also known as reasonable cause testing, based on the Company's observation of "signs and symptoms" of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. A supervisor trained in detection of the possible signs and symptoms of alcohol use shall make the decision to test an employee. The decision to test will only be made on an employee during, just before, or just after his performance of DOT functions. The supervisor making the determination to test shall document, in writing, the behavioral signs and symptoms that support the determination to conduct a reasonable suspicion/cause test. This documentation of the employee's conduct should be prepared and signed within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier. Refer to the *Post Accident or Reasonable Cause/Suspicion Supervisor Written Record*. The potentially affected employee should not be allowed to proceed alone to or from the test site.

If the reasonable suspicion test is not administered within 2 hours following the determination, the Company will prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test is not administered within 8 hours, the Company will cease attempts to administer an alcohol test and record the reasons for not testing.

If the test results are 0.02 or greater, the employee should make arrangements to be transported home. The employee should be instructed not to drive any motor vehicle due to the reasonable belief that he may be under the influence of alcohol. If the employee insists on driving, a supervisor should notify the proper local law enforcement authority that an employee believed to be under the influence of alcohol is leaving the Company premises driving a motor vehicle.

**Return-to-Duty Testing** .<sup>65</sup> The Company will conduct a return-to-duty test prior to an employee returning to safety-sensitive duty following a DOT violation. When an employee has a DOT violation the employee cannot work again in any DOT safety-sensitive function until successfully completing the SAP/return-to-duty requirements. Only after the SAP has reported to the Company that the employee is eligible to return to safety-sensitive duties is the Company authorized to return the employee to a covered function. However, whether or not to do so is a business decision of the Company, not the DOT. When the Company makes the decision to return the employee to safety-sensitive duty, the Company will initiate the order for the return-to-duty test.

A return-to-duty test, as a minimum, will be for the substance associated with the violation. A return-to-duty test may, however, be for both drugs and alcohol. The decision belongs solely to the SAP from information gained during the SAP-evaluation/treatment processes. The results of a return-to-duty alcohol test must be less than 0.02 in order "to count" and allow the employee to return to work. A cancelled test does not meet this criterion and requires a retest; a result greater than 0.02 but less than 0.04 must be retested until the result is less than 0.02; a result of 0.04 or greater is a new, separate violation.

**Follow-up Testing** .<sup>66 67</sup> The Company will conduct follow-up testing, as a series of tests that occur after an employee returns to safety-sensitive work, following a negative result on the return-to-duty drug and/or alcohol tests. Follow-up testing, as a minimum, will be for the substance associated with the violation. In addition, follow-up testing may be for both drugs and alcohol, as directed by the SAP's written follow-up testing plan.

Follow-up testing is the Company's responsibility to conduct. The number and frequency of the follow-up tests will be determined by the SAP, but shall consist of at least six tests in the first 12 months following the covered employee's return to duty. The follow-up plan will give both the number of tests and their frequency; the Company will select the actual day and time of the test and the tests are unannounced. Follow-up testing shall not exceed 60 months from the date of the covered employee's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines that such testing is no longer necessary.

## 2. Alcohol Test

**Compliance.** The Company will follow Part 40 procedures for alcohol testing. A full description of DOT alcohol testing requirements can be found in Part 40, Subpart J ("Alcohol Testing Personnel");

Subpart K ("Testing Sites, Forms, Equipment and Supplies Used in Alcohol Testing"); Subpart L ("Alcohol Screening Tests"); Subpart M ("Alcohol Confirmation Tests"); and, Subpart N ("Problems in Alcohol Testing"). These procedures apply to all DOT alcohol tests regardless of the reason for the test.

**Personnel and Testing Devices.**<sup>68 69</sup> The Company will only use qualified Screening Test Technicians (STT) or Breath Alcohol Technicians (BAT) for DOT alcohol tests. These technicians will only conduct the test using DOT-approved devices. Devices are approved by the National Highway Traffic Safety Administration (NHTSA), an agency of DOT, and placed on the Conforming Products List (CPL).<sup>14</sup> The devices used by the Company will be maintained according to the particular manufacturer's specifications in the Quality Assurance Plan (QAP). External calibration checks will be performed at the intervals specified in the manufacturer's instructions for any EBT used for DOT-required alcohol confirmation testing.

**Testing Site, Forms, and Specimen.** The Company will provide the employee with the specific location where the test will take place. Tests will be conducted in an area to prevent unauthorized people from hearing or seeing the employee's test result. The Company will remind the employee that failure to sign the DOT Alcohol Testing Form (ATF) at the instruction of the testing technician will be viewed as a refusal to test. The alcohol screening test may be conducted with breath or saliva, as applicable for the device used by the testing technician. Only breath will be used for the confirmation test, which is conducted by a BAT using an EBT.

**Test.** The Company will inform the employee that they are required to carry and present a current valid picture ID, such as a driver's license, passport, or employer-issued picture ID to the testing site. The testing technician will perform a screening test and show the employee the test result. If the screening test result is an alcohol concentration of less than 0.02, no further testing is authorized, and there is no DOT action to be taken. The technician will document the result on the ATF, provide the employee a copy and also provide the Company and/or the Company's C/TPA a copy. If the screening test result is 0.02 or greater, the employee will be required to take a confirmation test, which can only be administered by a BAT using an EBT. The BAT will wait at least 15-minutes, but not more than 30 minutes, before conducting the confirmation test. During that time, the employee will not be allowed to eat, drink, smoke, belch, put anything in their mouth or leave the testing area. Leaving the testing area without authorization may be considered a refusal to test. The BAT will perform an "air blank" (which must read 0.00) on the EBT device to ensure that there is no residual alcohol in the EBT or in the air around it. The confirmation test result is the final result of the test, and the will be shown to the employee and on the printout from the EBT. If the result is less than 0.02, no action is taken under Part 199. Any result of 0.02 or greater will be immediately reported to the Company.

### 3. PHMSA Inspection Protocol for Alcohol Testing Sites

**Compliance.** PHMSA's Substance Abuse Program: Comprehensive Audit and Inspection Protocol Form, Combined Anti-Drug and Alcohol Misuse Prevention Programs, Form No.: 3.1.11, dated January 29, 2010, provides a separate inspection protocol for Alcohol Testing Sites. The Company provides this protocol to correspond with the detail found in the PHMSA Inspection Form. As previously stated, the Company will ensure that all DOT alcohol tests comply with Part 40 requirements.

**Alcohol Testing Personnel.** The Company will ensure that only qualified STTs and BATs are used to conduct Company DOT tests. STTs and BATs are responsible to maintain their own verification documentation and will make it available to the Company on request.<sup>70</sup> A supervisor of an employee may not be used to conduct a reasonable suspicion/cause test if that supervisor was the one who made the determination to test.<sup>71</sup>

<sup>14</sup> National Highway Traffic Safety Administration, Conforming Products List for Evidential Breath Measurement Devices, March 11, 2010, and addendums.

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**Alcohol Testing Sites, Forms and Supplies.** The testing site will ensure visual and aural privacy to the employee being tested to prevent unauthorized persons from seeing or hearing test results. The site will have the needed personnel, materials, equipment, and facilities to provide for the collection and analysis of breath and/or saliva samples, and a suitable clean surface for writing. The site will be able to prevent unauthorized personnel from entering the testing site, and ensure no unauthorized employee has access to an unsecured EBT, and that when an EBT or ASD is not being used for testing, it is stored in a secure place. Tests will be conducted on only one employee at a time.<sup>72</sup>

Only EBTs and ASDs listed on the NHTSA CPL will be used for DOT alcohol testing, and only an EBT must be used for conducting the confirmation tests.<sup>73</sup> The QAP and associated manufacturer's instructions will be followed for all EBTs and ASDs used by the Company.<sup>74</sup> It is the responsibility of the testing sites used by the Company to carry out this responsibility for the Company.<sup>75</sup>

**Alcohol Screening Tests.** Only the DOT-approved ATF will be used for all Company alcohol tests.<sup>76</sup> The employee will provide a positive identification through the use of photo ID or by employer representative prior to the test.<sup>77</sup> The BAT or STT shall explain the testing process to the employee, including showing the employee the instructions on the back of the ATF.<sup>78</sup> If the employee has a designated testing time and does not appear, the BAT or STT will notify the DER. Testing will begin without undue delay. An alcohol test will be given prior to a drug test and medical attention, if it is required, will not be delayed in order to conduct a test. The testing technician will explain the testing procedure to the employee, including showing the employee the instructions on the back of the ATF. The ATF will be completed and the employee will be asked to sign the ATF. Failure to sign is a refusal to test. The BAT or STT will select, or allow the employee to select, an individually wrapped or sealed mouthpiece from the testing materials and insert it into the device in accordance with the manufacturer's instructions. The employee will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained. The employee will be shown the displayed test result. The device will print a label with, or the technician will write, the result and pertinent information on the ATF.<sup>79</sup>

**Alcohol Screening with an ASD.**<sup>80</sup> It is not the intent of the Company to use an ASD for an alcohol test. However, it is possible that, when necessary, one may have to be used to conduct the test. In those cases the STT or BAT will follow the manufacturer's instructions, and only use a device that has been under their control. The ASD may be either a saliva device or a breath tube. The expiration date will be shown to the employee. A device will not be used after its expiration date. The device will be opened in the presence of the employee, and the employee will be offered the opportunity to use the device, according to instructions. In any case where the technician uses the device, the device will be inserted into the employee's mouth and gather saliva, with the technician wearing single-use examination gloves while doing so and change them following each test. Assurance will be made that the device has properly activated and that the correct amount of time will be allowed to elapse before reading the result. If problems occur (e.g., the device does not activate, it is dropped on the floor), it will be discarded and a new test will be conducted using a new device. The STT or BAT will note on the ATF the reason for the new test. If efforts to get the ASD to work properly fail, the technician will direct the employee to take a new test immediately, using an EBT for the screening test. Devices, swabs, gloves or other materials used in the prior saliva or breath tube testing will not be used in subsequent tests.

**Alcohol Screening Results.**<sup>81</sup> A result with an alcohol concentration of less than 0.02 will be recorded on the ATF; the result will be transmitted to the DER, with the test concluded without consequence. A result with an alcohol concentration of 0.02 or higher requires the employee to take a confirmation test. If the same BAT who conducted the alcohol screening test will also conduct the confirmation test, the test will begin immediately. If a different BAT will conduct the confirmation test, the technician conducting the screening test will direct the employee to the site where the test will take place. The technician will also advise the employee not to eat, drink, put anything (e.g., cigarette, chewing gum) into the employee's mouth, or belch, during the 15-minute waiting period until the test occurs. The employee will be observed by the technician or an employer representative on the way to the confirmation testing site. The employee will be directed not to attempt to drive a motor vehicle to the confirmation testing site.

**Alcohol Confirmation Test.**<sup>82 83</sup> All alcohol confirmation tests will be conducted by BATs using EBTs. The BAT will ensure that the time since the screening test has been at least 15 minutes, and the employee has been advised not to eat, drink, put anything (e.g., cigarette, chewing gum) into the employee's mouth, or belch. The BAT will conduct an air blank on the EBT in the presence of the employee. The reading must be 0.00 for the test to proceed. If the reading is greater than 0.00, another air blank must be conducted; the EBT must not be used (taken out of service) if the second reading is greater than 0.00. The EBT cannot be used for testing until it is found to be within tolerance limits on an external check of calibration. A new sealed mouthpiece will be opened, in view of the employee, and used for the test. The employee will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained. The results will be shown to the employee and printed for application to the ATF.

**Alcohol Confirmation Results .** If the alcohol confirmation test result is lower than 0.02, nothing further is required of the employee. If the alcohol confirmation test result is 0.02 or higher, the BAT will immediately transmit the result directly to the DER in a confidential manner.

**Problems in Alcohol Testing .**<sup>84 85 86</sup> The Plan addresses the situations in which an employee has refused to take an alcohol test. See Section IV.6, "DOT Alcohol Violations and Prohibited Conduct." In situations where an employee is unable to provide sufficient saliva to complete a screening test, the Company will ensure that the employee takes a breath test immediately. In situations where an employee is unable to provide sufficient breath to complete a test, the employee will be sent for an evaluation, by a licensed physician who is acceptable to the Company. The physician will have expertise in the medical issues raised by the employee's failure to provide a breath specimen, as well as be apprised of the consequences of the appropriate DOT agency regulation for refusing to take the required alcohol test. The physician will provide the Company with a signed statement of their conclusions. If it is the reasonable medical judgment of the physician, that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of breath, the test will be canceled by the Company. If there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of breath, this constitutes a refusal to test.

**Canceling an Alcohol Test.**<sup>87</sup> The Company will ensure that an alcohol test is canceled if a fatal flaw occurs. Fatal flaws are: 1) in the case of a screening test conducted on a saliva ASD or a breath tube ASD, the STT or BAT reads the result either sooner than or later than the time allotted by the manufacturer; the saliva ASD does not activate; the device is used for a test after its expiration date; or, in the case of a screening or confirmation test conducted on an EBT, the sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result; 2) in the case of a confirmation test the BAT conducts the confirmation test before the end of the minimum 15-minute waiting period; the BAT does not conduct an air blank before the confirmation test; there is not a 0.00 result on the air blank conducted before the confirmation test; the EBT does not print the result; or, the next external calibration check of the EBT produces a result that differs by more than the tolerance stated in the QAP from the known value of the test standard. In this case, every result of 0.02 or above obtained on the EBT since the last valid external calibration check is canceled.

The Company will ensure that an alcohol test is canceled if a correctable flaw occurs and is not corrected. Correctable flaws are: the BAT or STT does not sign the ATF; the BAT or STT fails to note on the "Remarks" line of the ATF that the employee has not signed the ATF after the result is obtained; and, the BAT or STT uses a non-DOT form for the test.

**Correcting Alcohol Problems.**<sup>88</sup> The Company will ensure that BATs and STTs will try to successfully complete each alcohol test for an employee. If they become aware of a problem that will cause the test to be canceled, they will try to correct the problem promptly, if practicable. Repeating the test is an acceptable part of this process. If repeating the testing process is necessary, a new test (new ATF, new device) must begin as soon as possible. If repeating the testing process is necessary, the technician is not limited in the number of attempts to complete the test, provided that the employee is making a good faith effort to comply with the testing process. If another testing device is not available for the new test at the testing site, the technician will immediately notify the DER and

advise the DER that the test could not be completed. The DER will make all reasonable efforts to ensure that the test is conducted at another testing site as soon as possible. If the Company or its service agent administering the testing process becomes aware of a correctable flaw that has not been corrected, all practicable action will be taken to correct the problem so that the test is not cancelled. If the problem resulted from the omission of required information, the person responsible for providing the information must supply in writing the missing information and a signed statement that it is true and accurate.

If the problem is the use of a non-DOT form, the technician must, as the person responsible for the use of the incorrect form, certify in writing that the incorrect form contains all the information needed for a valid DOT alcohol test. The technician must also provide a signed statement that the incorrect form was used inadvertently or as the only means of conducting a test, in circumstances beyond the technician's control, and the steps the technician has taken to prevent future use of non-DOT forms for DOT tests. The technician must supply this information on the same business day on which the collector was notified of the problem, transmitting it by fax, e-mail or courier. If the technician cannot correct the problem, the technician must cancel the test.

## **VII. PROGRAM ELEMENTS COMMON TO DRUG AND ALCOHOL**

### **1. Substance Abuse Professional**

**Compliance.** The Company will follow the requirements of Part 40 for its Substance Abuse Professional (SAP) obligations. A full description of the SAP requirements is in Part 40, Subpart O ("Substance Abuse Professionals and the Return-to-Duty Process").

**Qualifications.**<sup>89</sup> The Company will refer employees only to SAP's who have the credentials, basic knowledge, and qualification training, including fulfilling obligations for continuing education courses, for DOT violations. The SAP will not be an advocate for the Company or the employee. The SAP's function is to protect the public interest in safety by professionally evaluating the employee and recommending appropriate education/treatment, follow-up tests, and aftercare.

**SAP Referral.**<sup>90</sup> The Company will provide to each employee who violates a DOT drug and alcohol regulation a listing of SAP's readily available to the employee and acceptable to the Company. The list will include SAP names, addresses, and telephone numbers. There will not be a charge to the employee for compiling or providing this list. The Company may use its C/TPA or other service agent to provide this information. Any covered employee who has violated DOT drug and alcohol regulations cannot again perform any DOT safety-sensitive duties for this Company until and unless the employee successfully completes the SAP evaluation, referral, and education/treatment process.

**Payment.** The Company is not required to pay for a SAP evaluation or any subsequent recommended education or treatment for an employee who has violated a DOT drug and alcohol regulation.

**Company Responsibility.** The Company is only bound by DOT to ensure that if the employee is provided an opportunity to return to a DOT safety-sensitive duty following a violation, that the Company ensure that the employee receives an evaluation by a SAP meeting the requirements of Part 40 and that the employee successfully complies with the SAP's evaluation recommendations before returning to the safety-sensitive job. Even if a SAP believes that the employee is ready to return to safety-sensitive work, the Company is under no obligation to return the employee to work. Under the DOT regulations, hiring and reinstatement decisions are left to the employer. The DOT leaves all payment issues for SAP evaluations and services to the Company and the employee to resolve.

**SAP Process.** The SAP will make a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use. The SAP will refer the employee to an appropriate education and/or treatment program. At the completion of the education and/or treatment, the SAP will conduct a face-to-face follow-up evaluation to determine if the employee actively participated in the education and/or treatment program and demonstrated successful compliance with the initial assessment and evaluation recommendations. Reports will be provided to the Company on both the initial requirements and the outcome of the follow-up evaluation. The report will be specific and will include all of the Part 40 requirements of a written SAP report. The SAP will provide the DER with a written follow-up drug and/or alcohol testing plan for the employee and, if deemed necessary, will also provide the

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employee and the Company with recommendations for continuing education and/or treatment.

## 2. Employee Assistance Program<sup>91 92</sup>

The Company will provide an Employee Assistance Program (EAP) for its employees and supervisors. The EAP may be established "in house," as part of internal personnel service or may be contracted to an entity that provides EAP services at other locations. The function of the EAP will be to provide employees with informational material on the awareness and danger of drug and alcohol use. General EAP-information material, such as the availability of brochures or videos, and community service "hotline" telephone numbers will be displayed in common areas and distributed to employees. Employees will be encouraged to call the hotline if needed. Additionally, this Plan will be displayed and made available to all employees. The Plan contains the employer's policy regarding the use of prohibited drugs and alcohol misuse. The areas and places in which the above material will be displayed include employee bulletin boards, break rooms, locker rooms, or other areas designated by the Company.

## 3. Supervisor Training<sup>93 94 95</sup>

Each supervisor who will determine whether an employee must be drug tested and/or alcohol tested based on reasonable suspicion/cause will be trained in the "signs and symptoms" of each substance. Each supervisor will receive one 60-minute period of training on the specific, contemporaneous physical, behavioral, and performance indicators of probable *drug* use and one 60-minute period of training on the specific, contemporaneous physical, behavioral, and performance indicators of probable *alcohol* use. The two 60-minute training periods may run concurrently.

## 4. Contractor Monitoring<sup>96 97</sup>

**Compliance.** Operators are responsible for ensuring that contractors and contractor employees working for, and/or on the properties of, the operator are in compliance with the requirements of Part 40 and 199. With respect to those covered employees who are contractors or employed by a contractor, an operator may provide by contract that all requirements of Part 40 and 199 will be carried out by the contractor.

To assure that the contractor is in full compliance, the contractor will allow access to property and records by the operator, the operator designee, the Administrator, any DOT agency with regulatory authority over the operator or covered employee, and, if the operator is subject to the jurisdiction of a state agency, a representative of the state agency for the purposes of monitoring the operator's compliance with the requirements of Part 40 and 199. The operator will ensure that all contractors are qualified prior to commencing, as well as during the performance of, covered functions for the operator.

**Qualifying Potential Contractor.** Qualifications of the potential contractor as it pertains to drug and alcohol testing policies and procedures are assured by requesting the potential contractor to submit a copy of its Plan for review and compliance with PHMSA regulations. After review of the Plan is completed, written correspondence to the contractor will advise whether or not it is acceptable or in need of further additions, deletions, revisions or clarifying language. The review of the contractor Plan shall be completed utilizing the criteria established by PHMSA.

**Monitoring Contractor's Compliance .** The contractor may be required to provide information on their employees who will perform covered functions for the operator. This information will include, as a minimum, the name, type of test and test date of the employees who will perform any work or functions covered by Part 199 under that contract. A list of each contractor's covered employees may be distributed to appropriate Company field management. All contractors will be required to submit drug and alcohol testing statistical information on a periodic basis, which may be based on the duration of the contract. Typically, this requirement will be on a semi-annual basis. The Company may require a more frequent schedule for submission of drug and alcohol testing data should they determine a need for such statistics. The Company shall maintain a complete file on each contractor's statistical drug and alcohol testing reports. The Company shall make these reports available when requested by a PHMSA agency-designated representative, or representatives of

those state agencies under which jurisdiction the Company operates. The operator will also submit contractor Management Information System (MIS) reports to PHMSA by March 15<sup>th</sup> each year.

The contractor will cooperate with the operator, or the operator's designee, if additional information is requested to further verify compliance of the regulations.

## 5. Recordkeeping<sup>98 99 100</sup>

**Compliance.** The Company will ensure that all records required by the DOT are maintained. The Company is not required to keep records related to a program requirement that does not apply to Part 40 or 199. The Company or its C/TPA will maintain the records in a locked file system and will be accessed only on a strict "need to know" basis. The Company or its C/TPA will not release an employee's drug and alcohol records to third parties without the employee's specific written consent. A "third party" is any person or organization to whom Parts 40 or 199 do not explicitly authorize or require the transmission of information in the course of the drug and alcohol testing process. "Specific written consent" means a statement signed by the employee that he or she agrees to the release of a particular piece of information to a particular, explicitly identified, person or organization at a particular time.

The Company or its C/TPA will release the employee's information without consent to DOT, PHMSA, or other government agency having regulatory authority over the Company or employee without consent. The Company or its C/TPA will release the employee's information without consent as a part of an accident investigation by the National Transportation Safety Board. The Company or its C/TPA will release the employee's information without consent in certain legal proceedings. These proceedings include a lawsuit, grievance, administrative proceeding (e.g., an unemployment compensation hearing brought by or on behalf of an employee resulting from a positive drug or alcohol test or refusal to test), a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the Company to produce the information. In such a proceeding the information will be released to the decision maker in the proceeding with a binding stipulation that the decision maker to whom it is released will make it available only to parties to the proceeding. After releasing the information, the Company or its C/TPA will notify the employee.

If the Company uses a C/TPA to maintain the records, the Company will ensure that the C/TPA can produce these records at the Company's principal place of business in the time required by the DOT agency for an inspection. The records will be provided within two business days after receipt of the request. Most records will be stored electronically, where permitted by Part 40 and 199. The Company will ensure that the records are easily accessible, legible, and formatted and stored in an organized manner. If electronic records do not meet these criteria for the DOT inspector, the Company will convert them to printed documentation in a rapid and readily auditable manner, at the request of DOT agency personnel.

**Records and Retention Periods .** The Company or its C/TPA will maintain the following records for the noted time periods, as a minimum:

- a) Records kept for five years:
  - (1) Records of alcohol test results indicating an alcohol concentration of 0.02 or greater;
  - (2) Records of the inspection, maintenance, and calibration of EBTs;
  - (3) Records of verified positive drug test results;
  - (4) Documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results);
  - (5) SAP reports;
  - (6) Follow-up tests and schedules for follow-up tests; and,
  - (7) Statistical data related to the Company's testing program, entitled "Management Information System," will be available to a representative of DOT, PHMSA, or a state agency having regulatory authority over the Company upon request.



- b) Records kept for **three** years:
  - (1) Records of information obtained from previous employers under Part 40 concerning drug and alcohol test results of employees;
  - (2) Records that demonstrate the drug-testing collection process; and,
  - (3) Records related to "signs and symptoms" alcohol and drug training for supervisors.
- c) Records kept for **two** years:
  - (1) Records related to the alcohol collection process (i.e., calibration documentation for evidential breath testing devices, documentation of breath alcohol technician training, documents generated in connection with decisions to administer reasonable suspicion alcohol tests, documents generated in connection with decisions on post-accident tests, and documents verifying existence of a medical explanation of the inability of a covered employee to provide adequate breath for testing); and,
- d) Records kept for **one** year:
  - (1) Negative drug test results.
  - (2) Alcohol results less than 0.02.

**Employee Request for Records** . All employees have the right to request and obtain copies of any records pertaining to the employee's use of alcohol and/or drugs, including records of the employee's DOT-mandated drug and/or alcohol tests, and copies of SAP reports. Requests for records must be made in writing to the DER. A laboratory must provide, within 10 business days of receiving a written request from an employee, and made through the MRO, the records relating to the results of the employee's drug test (i.e., laboratory report and data package). Service agents providing records may charge no more than the cost of preparation and reproduction for copies of these records. SAPs must redact follow-up testing information from the report before providing it to the employee.

## 6. Management Information System <sup>101 102 103</sup>

**Compliance.** The Company will prepare and maintain the DOT Management Information System (MIS) report for its drug and alcohol testing program. This report will be submitted to PHMSA in accordance with annual submission requirements. If the Company uses a C/TPA then the C/TPA may prepare and maintain the MIS, reporting the MIS as the Company requires. The DER will certify each report submitted by a C/TPA for accuracy and completeness.

**Contractor Reporting for MIS.** If the Company is an operator, it will verify and identify all contractors who performed covered functions, as defined under Part 199, for this Company in a given calendar year. If required, by either mandated annual or PHMSA written request, the Company will submit an MIS report for each of these contractors on or before March 15<sup>th</sup>.

**VIII. Appendix A - Acknowledgement/Receipt Form**

I acknowledge, by signing this form, that my full compliance with the Anti-Drug and Alcohol Misuse Prevention Plan (the "Plan") and DOT drug and alcohol regulation requirements is a condition of my initial and continued employment with the Company. I understand and agree that I may be discharged or otherwise disciplined for any drug and/or alcohol violation, committed by me, as cited in the Plan and/or in the DOT drug and alcohol regulatory requirements.

I also acknowledge, by signing this form, that a copy of the Plan has been made available to me and that I have read and understand the requirements of the Company and DOT drug and alcohol program. I have also been provided with informational material on the dangers and problems of drug abuse and alcohol misuse.

Signed, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Employee Name (Please Print)**

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

\_\_\_\_\_  
**Company Representative Name (Please Print)**

\_\_\_\_\_  
**Company Representative Signature**

## **IX. Appendix B - Designated Personnel and Service Agents**

### **CONSORTIUM/THIRD PARTY ADMINISTRATOR (C/TPA)**

Name: Escreen

Address: PO Box 25902 Overland Park, KS 66225-5902

Phone Number: 1-800-881-0722

### **DESIGNATED EMPLOYER REPRESENTATIVE (DER)/ALCOHOL & DRUG PROGRAM MANAGER**

Name: Colton Bragg

Address: 9045 N River Rd Suite 300 Indianapolis, IN 46240

Phone Number: 317-575-7814

### **MEDICAL REVIEW OFFICER (MRO)**

Name: Stephen Kracht

Address: PO Box 25903 7500 W 110th St Ste 500 Overland Park, KS 66225

Phone Number: 888-382-2281

### **SUBSTANCE ABUSE & MENTAL HEALTH ADMINISTRATION (SAMHSA/HHS) LABORATORY**

Name: Clinical Reference Lab

Address: 8433 Quivira, Lenexa, KS 66215

Phone Number: 1-800-452-5677

### **COLLECTION SITE(s) - DRUG AND BREATH ALCOHOL**

Name: Concentra Medical Center- Northwest "various sites used"

Address: 5604 W 74th St Indianapolis, IN 46278

Phone Number: 317-290-1551

### **LIST OF APPROVED EVIDENTIAL BREATH TESTING DEVICES (EBTS) UTILIZED:**

EBT Manufacture Name and EBT Model Name:

ALCO - Sensor IV or PBA 3000B

### **SUBSTANCE ABUSE PROFESSIONAL (SAP)**

Name: SRS, Karen Joyce

Address: 8441 Belair Rd #204, Nottingham, MD 21236

Phone Number: 888-720-7277

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Name: MyLibertyAssist

Address:

Phone Number: 866-695-6327

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**X. Appendix C - Covered Positions**

**EMPLOYEE/SUPERVISOR POSITIONS SUBJECT TO ALCOHOL & DRUG TESTING  
(JOB CLASSIFICATIONS/TITLES)**

SUPERVISOR POSITIONS THAT HAVE RECEIVED ALCOHOL AND DRUG TRAINING (60 MINUTES DRUG, 60 MINUTES ALCOHOL)

<u>Title</u>	<u>Employee</u>	<u>Supervisor</u>	<u>Title</u>	<u>Employee</u>	<u>Supervisor</u>
	Check applicable box.			Check applicable box.	
Locate Technician	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Supervisor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
District Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Safety and Training Leader	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Revenue Protection Technician	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Lead Technician	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Regional Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
GPS Technician	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Training Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Field Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Operations Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Regional Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
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## XI. Appendix D - Company Disciplinary Actions and Additional Procedures

### 1. Company Discipline

Under the Anti-Drug and Alcohol Misuse Prevention Plan, the Company is committed to a drug and alcohol free workplace. Violations to this Plan include:

a) The presence in the body, possession, use, distribution, dispensing, and/or unlawful manufacture of prohibited drugs and the misuse of alcohol is not condoned while conducting Company business, or while in work areas or Company vehicles on or off Company premises. No employee will work under the influence of prohibited drugs and alcohol.

b) An employee or applicant who tests positive for drugs, has an alcohol concentration of 0.04 or higher, or refuses to take any drug or alcohol test as directed by the Company.

c) The prohibited use of alcohol with a test result of 0.02 or greater, but less than 0.04.

Employees violating this Plan will be subject to disciplinary actions up to and including termination. Disciplinary action may include, but is not limited to: removal from working in a covered position, suspension, loss of pay, and termination of employment.

### 2. Additional Company Procedures

Reservation of Rights. The Company reserves the right to interpret, modify, or revise this policy statement in whole or in part without notice. Nothing in this policy statement is to be construed as an employment contract nor does this alter an employee's employment at-will status. The employee remains free to resign his/her employment at any time for any or no reason, without notice. Similarly, the Company reserves the right to terminate any employee's employment, for any or no reason, without notice.

Compliance with All Laws. This policy statement will be amended from time to time to comply with changes in Federal and State laws.

The Company reserves the right to revise or amend this policy with or without notice at any time.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK TO ADD ADDITIONAL COMPANY DISCIPLINARY ACTIONS AND PROCEDURES IF NEEDED.

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## **XII. Appendix E – PHMSA Inspection Plan Cross-Reference Endnotes**

**1 A.01.a.** Verify that the operator maintains and follows a written Anti-Drug Plan that conforms to Part 199 and Part 40 and that the plan contains the following [§199.101]: 1) Methods and procedures for compliance with all the requirements of Part 199, including the employee assistance program; 2) The name and address of each laboratory that analyzes the specimens collected for drug testing; 3) The name and address of the operator's Medical Review Officer, and Substance Abuse Professional; and Procedures for notifying employees of the coverage and provisions of the plan.

**2 H.01.a.** Verify that the operator maintains and follows a written Alcohol Misuse Plan that conforms to Part 199 and Part 40 and that the plan contains methods and procedures for compliance with required testing, recordkeeping, reporting, education and training elements [§199.202].

**3 A.02.a.** Verify that "stand-down" is prohibited before the MRO has completed the drug test verification process or that an approved waiver is granted per the requirements of [§40.21] and [§199.7].

**4 H.02.e.** Verify that the educational materials made available to covered employees includes detailed discussion of at least the following [§199.239(b)]: 1) The identity of the person designated by the operator to answer covered employee questions about the materials; 2) The categories of employees who are subject to the provisions of this subpart; 3) Sufficient information about the covered functions performed by those employees to make clear what period of the work day the covered employee is required to be in compliance with this subpart; 4) Specific information concerning covered employee conduct that is prohibited by this subpart; 5) The circumstances under which a covered employee will be tested for alcohol under this subpart; 6) The procedures that will be used to test for the presence of alcohol, protect the covered employee and the integrity of the breath testing process, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee; 7) The requirement that a covered employee submit to alcohol tests administered in accordance with this subpart; 8) An explanation of what constitutes a refusal to submit to an alcohol test and the attendant consequences; 9) The consequences for covered employees found to have violated the prohibitions under this subpart, including the requirement that the employee be removed immediately from covered functions, and the procedures under §199.243; 10) The consequences for covered employees found to have an alcohol concentration of 0.02 or greater but less than 0.04; and 11) Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a coworker's); and including intervening evaluating and resolving problems associated with the misuse of alcohol including intervening when an alcohol problem is suspected, confrontation, referral to any available EAP, and/or referral to management.

**5 B.01.b.** Verify that a service agent is not used to fulfill the function of a DER [§40.15(d)].

**6 N.01.a.** Verify that an employer who is using a service agent concerning whom a PIE is issued stops using the services of the service agent no later than 90 days after the Department has published the decision in the Federal Register or posted it on its web site. The employer may apply to the ODAPC Director for an extension of 30 days if it is demonstrated that a substitute service agent cannot be found within 90 days [§40.409(b)].

**7 B.01.a.** Verify that critical positions meet the applicable qualifications of Part 40 and 199; 1) Medical Review Officer (MRO), (§40.121 and §199.109(b)); 2) Substance Abuse Professionals (SAP), (§40.81) 3); 3) Urine Specimen Collectors (§40.33).

**8 I.01.a.** Verify that Alcohol Misuse Prevention Program positions meet the applicable qualification requirements of Part 40 and Part 199 as follows: 1) Screening Test Technician (§40.213); 2) Breath Alcohol Technician (§40.213); and, 3) Substance Abuse Professional (SAP) (§40.281).

**9 A.01.d.** Verify that DOT tests are completely separate from non-DOT tests in all respects [§40.13].

**10 H.01.d.** Verify that the Alcohol Misuse Prevention Program ensures that the DOT tests are completely separate from non-DOT tests in all respects [§40.13].

**11 A.01.b.** Verify that the Plan identifies covered employees (as defined in §199.3), required to be tested for drugs, are identified [§199.1].

**12 H.01.b.** Verify that the Alcohol Misuse Prevention Program identifies the covered employees (as defined in §199.3) that are required to be tested for the presence of alcohol [§199.1].

**13 C.01.a.** Verify drug testing information [§40.25(b)] is requested from previous DOT-regulated employers for any employee seeking to begin covered functions for the first time (i.e., a new hire or an employee transfer) [§40.25(a)]. Covered employee must not perform their functions after 30 days from the date on which the employee first performed safety-sensitive functions, unless a good faith effort to obtain the information has been made and documented.

**14 J.01.a.** Verify that alcohol testing information [§40.25(b)] is requested from previous DOT-regulated employers for any employee seeking to begin covered functions for the first time (i.e., a new hire or an employee transfer) [§40.25(a)]. In addition, verify that a covered employee must not perform their functions after 30 days from the date on which the employee first performed safety-sensitive functions, unless you have obtained or made and documented a good faith effort to obtain alcohol testing information from previous DOT-regulated employers.

**15 H.02.a.** Verify that the Alcohol Misuse Plan ensures that a covered employee is not permitted to perform covered functions if the employee has engaged in violations of §§199.215 through 199.223 (see below) or an alcohol misuse rule of another DOT agency [§199.233]. 1) Having an alcohol concentration of 0.04 or greater [§40.23(c), §40.285 and §199.215]; 2) Using alcohol while performing covered functions [§199.217, On-duty use]; 3) Using alcohol within 4 hours prior to performing covered functions, or, if an employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report for duty [§199.219, Pre-duty use]; 4) A covered employee, who has actual knowledge of an accident in which his or her performance of

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covered functions has not been discounted by the operator as a contributing factor to the accident, is prohibited from using alcohol for 8 hours following the accident, unless he or she has been given a post-accident test under §199.225(a), or the operator has determined that the employee's performance could not have contributed to the accident [§199.221, Use following an accident]; and, 5) Upon refusal of a covered employee to submit to a post-accident alcohol test required under §199.225(a), a reasonable suspicion alcohol test required under §199.225(b), or a follow-up alcohol test required under §199.225(d) [§40.285 and §199.223, Refusal to submit to a required alcohol test].

**16 H.02.c.** Verify that the Alcohol Misuse Prevention Program assures that a covered employee is prohibited from performing or continuing to perform covered functions when found to have an alcohol concentration of 0.02 or greater but less than 0.04, until: The employee's alcohol concentration measures less than 0.02 in accordance with a test administered under §199.225(e); or The start of the employee's next regularly scheduled duty period, but not less than 8 hours following administration of the test [§40.23(c) and §199.237(a)].

**17 A.02.b.** Verify that a covered employee that violates DOT drug regulations is removed from performing safety-sensitive functions [§40.23 and §199.7]. A verified positive DOT drug test result or a refusal to test (including by adulterating or substituting a urine specimen) constitutes a violation of DOT drug regulations [§40.285(b) and §199.103(a)]. If a covered employee violates a DOT drug regulation, a listing of SAPs that are readily available is provided to the employee [§40.287].

**18 C.01.b.** Verify no new personnel (new hire, contracted, or transferred employees) are used to perform covered functions unless that person receives a negative drug test and/or is covered by the Plan that conforms to Part 199 [§199.105(a)]. Procedures are in place for direct observation when required under §§40.67(a), (b) and (d).

**19 C.02.a.** Verify post-accident drug testing is performed, as soon as possible but no later than 32 hours after an accident (§ 195.50) or incident (§ 191.3), for each employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident [§199.105(b)]. In addition, procedures are in place for direct observation when required under §§40.67(a), (b) and (d).

**20 C.03.a.** Verify the minimum annual percentage rate used for random drug testing of covered employees complies with §199.105(c)(1) through (4).

**21 C.03.b.** Verify the selection of employees for random drug testing is based on a scientifically valid method, such as a random number table or a computer-based random number generator matched with employee identification data [199.105(c)(5)].

**22 C.03.c.** Verify a sufficient number of covered employees will be selected for random testing during each calendar year to equal an annual rate not less than the required minimum annual percentage rate (see Protocol C.03.a.) [199.105(c)(6)]. The total number of covered employees eligible for random testing throughout the year will be calculated by adding the total number of covered employees eligible for testing during each random testing period for the year and dividing that total by the number of random testing periods [199.119(c)].

**23 C.03.d.** Verify random drug tests are unannounced and that the dates for administering the tests are spread reasonably throughout the calendar year [199.105(c)(7)].

**24 C.04.a.** Verify decisions to test are reasonable and articulable, and based on specific contemporaneous physical, behavioral or performance indicators of probable drug use. At least two supervisors, one of whom is trained in detection of the symptoms of drug use, substantiate and concur in the decision to test an employee who is reasonably suspected of drug use [§199.105(d)].

**25 C.05.a.** Verify a covered employee that violates DOT drug regulations does not return to duty for a covered function until the employee: 1) Completes a SAP evaluation, referral, and education/treatment process [§40.285(a), §40.289(b), and §199.105(e)]; 2) After completion of the SAP process above, successfully completes a return-to-duty drug test [§40.305(a) and §199.105(e)]; and 3) All return-to-duty testing will be performed under direct observation [§40.67(b)].

**26 C.06.a.** Verify SAP will establish a written follow-up testing plan for a covered employee that violates DOT drug regulations and seeks to return to the performance of a covered function [§40.307(a)]. All follow-up testing will be performed under direct observation [§40.67(b)].

**27 C.06.b.** Verify follow-up testing is performed on an unannounced basis, at a frequency established by the SAP, for a period of not more than 60 months. At least six tests must be conducted within the first 12 months following the covered employee's return to duty. [§40.307, §40.309, and §199.105(f)].

**28 C.07.a.** Verify procedures are in place for direct observation when required under §§40.67(a), (b) and (d).

**29 B.01.a.** Urine Specimen Collector (§40.33) meet the applicable qualification requirements of Part 40 and Part 199.

**30 O.01.a.** Does the operator ensure that, unless no other collector is available, an immediate supervisor of an employee does not serve as a collection site person [§40.31(c)]?

**31 O.01.b.** Do collectors meet the training requirements of §40.33 and is documentation available showing that currently all requirements are met [§40.33(g)]?

**32 O.01.c.** Does the operator provide error correction training as required by §40.33(f) and does the training occur within 30 days of the date of notification of the error that led to the need for training?

**33 O.02.a.** Has the employer designated a collection site that meets the requirements of §40.41.

**34 O.02.b.** If the collection site uses a facility normally used for other purposes, are procedures in place to ensure before the collection that: (1) access to collection materials and specimens is effectively restricted; and (2) the facility is secured against access

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during the procedure to ensure privacy to the employee and prevent distraction of the collector? Also, are limited-access signs posted [§40.43(c)]?

**35 O.02.c.** Are procedures in place to assure the collector maintains personal control over each specimen and CCF throughout the collection process and to prevent unauthorized personnel from entering any part of the site in which urine specimens are collected or stored [§40.43(d)(5) and §40.43(e)]?

**36 O.02.d.** Is the current Federal Drug Testing Custody and Control Form (CCF) or equivalent being used [§40.45]?

**37 O.02.e.** Is a collection kit used that meets the requirements of Appendix A to Part 40 [§40.49]?

**38 O.03.a.** Do collection site personnel explain the basic collection procedure to the employee, including showing the employee the instructions on the back of the CCF [§40.61(e)]?

**39 O.03.b.** Do collection site personnel provide the donor with an individually wrapped or sealed collection container from the collection kit materials [§40.63(c)]?

**40 O.03.c.** Are precautions taken to ensure that unadulterated specimens are obtained and correctly identified that meet the following requirements: 1) Bluing agents in toilet tank and all water sources secure [§40.43(b)(1) and (2)]; 2) Individual positively identified (photo ID, etc.) [§40.61(c)]; 3) Proper authority contacted if individual fails to arrive at the assigned time [§40.61(a)]; 4) The donor shall remove any unnecessary outer garments. Purses or briefcases shall remain with outer garments [§40.61(f)]; 5) Donor shall wash and dry his/her hands [§40.63(b)]; 6) To the greatest extent possible, the collector must keep an employee's collection container within view of both himself/herself and the employee between the time the employee has urinated and the specimen is sealed [§40.43(d)(2)]; and, 7) Any unusual behavior noted on the CCF [§40.63(e)]

**41 O.03.d.** Are procedures being followed at the collection site after the specimen has been provided in compliance with the requirements of §40.65

**42 O.03.e.** Have provisions been made if the donor is unable to provide at least 45 milliliters of urine [§40.65(a)]?

**43 O.03.f.** Are procedures in place for immediately collecting urine specimens under direct observation for the situations identified in §40.67(c). As of August 31, 2009, verify that all collections for return-to-duty and follow-up testing were performed under DER directed direct observation [§40.67(b)]

**44 O.03.g.** Are same gender collection personnel used if a collection is monitored under direct observation by non-medical personnel [§40.69(g)]

**45 O.03.h.** Is the CCF properly executed by authorized collection site personnel upon receipt and transfer of a urine specimen [§40.73(a)]

**46 D.01.a.** Verify drug testing laboratory used for all testing required by Part 40 and Part 199 is certified by the Department of Health and Human Services (HHS) [§40.81(a) and §199.107(a)].

**47 D.01.c.** Verify laboratory results are reported directly, and only, to the MRO at his or her place of business. Results must not be reported to or through the DER or a service agent (e.g., C/TPA) [§40.97(b)].

**48 D.01.b.** Verify drug testing laboratory only tests for the following five drugs or classes of drugs in a DOT drug test. (The laboratories must not test "DOT specimens" for any other drugs): (a) Marijuana metabolites; (b) Cocaine metabolites; (c) Amphetamines; (d) Opiate metabolites; and (e) Phencyclidine (PCP) [§40.3, §40.85 and §199.3].

**49 D.01.d.** Verify laboratory testing the primary specimen will retain a specimen that was reported with positive, adulterated, substituted, or invalid results for a minimum of one year. The specimen must be kept in secure, long-term, frozen storage in accordance with HHS requirements [§40.99 and §199.111(a)].

**50 D.03.a.** Verify laboratory retains all records pertaining to each employee urine specimen for a minimum of two years and also keeps for two years employer-specific data required in §40.111 [§40.109].

**51 D.03.b.** Verify laboratory transmits an aggregate statistical summary to the Company per Part 40, Appendix B, on a semi-annual basis.

**52 D.02.a.** If the Company or C/TPA, used by the Company, has an aggregate of 2000 or more DOT-covered employees, blind specimens are submitted to the laboratories used. If the Company or C/TPA has an aggregate of fewer than 2000 DOT-covered employees, DOT does not require them to provide blind specimens [§40.103(a)].

**53 E.01.a.** Verify that an MRO is designated or appointed by the Anti-Drug Plan [§199.109(a)].

**54 E.01.b.** Verify that the MRO provides quality assurance reviews of the drug testing process, including ensuring the review of the Custody and Control Form (CCF) on all specimen collections [§40.123(b)].

**55 E.01.c.** Verify that the MRO performs the review functions required by §40.127 for negative drug test results received from a laboratory, prior to verifying the result and releasing it to the Designated Employer Representative (DER).

**56 E.01.d.** Verify that the MRO performs the review functions required by §40.129 for confirmed positive, adulterated, substituted, or invalid drug test results received from a laboratory, prior to verifying the result and releasing it to the DER. In addition, the MRO must determine whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug test results from the laboratory [§40.123(c)].

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- 57 F.02.a.** Verify that the MRO reports all drug test results to the operator [§40.163(a) and §199.109(d)] in accordance with the requirements in §40.163, §40.165 and §40.167. These requirements include: Reporting all drug test results to the DER, except in the circumstances provided for in §40.345, when a C/TPA may act as an intermediary [§40.165(a)]; reporting the results in a confidential manner [§40.167(a)]; and reporting the results within the required time constraints [§40.167(b) and (c)].
- 58 E.01.e.** Verify that when the MRO has verified a drug test as positive for a drug or drug metabolite, or as a refusal to test because of adulteration or substitution, and the MRO must notify the employee of his or her right to have the split specimen tested. The MRO must also notify the employee of the procedures for requesting a test of the split specimen, and Inform the employee that he or she has 72 hours from the time of this notification to him or her to request a test of the split specimen [§40.153].
- 59 E.01.f.** If additional testing is requested by the employee, verify that the split specimen is tested. The split testing laboratory must be certified by HHS. (Note: Correction made to inspection language.) [§199.111(b) and (c)].
- 60 J.01.b.** If the operator chooses to conduct pre-employment alcohol testing, verify that the operator: 1) Conducts a pre-employment alcohol test before the first performance of covered functions by every covered employee (whether a new employee or someone who has transferred to a position involving the performance of covered functions) [§199.209(b)(1)]; 2) Treats all covered employees the same for the purpose of pre-employment alcohol testing (i.e., you must not test some covered employees and not others) [§199.209(b)(2)]; and, 3) Conducts the pre-employment tests after making a contingent offer of employment or transfer, subject to the employee passing the pre-employment alcohol test [§199.209(b)(3)].
- 61 J.02.a.** Verify that post-accident alcohol testing is performed: 1) As soon as practicable following an accident (§195.50) or incident (§191.3) for each surviving covered employee if that employee's performance of a covered function either contributed to the accident or cannot be completely discounted as a contributing factor to the accident [§199.225(a)(1)]; and, 2) Within two hours following the accident (§195.50) or incident (§191.3), otherwise, the operator shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a post-accident test is not administered within eight hours following the accident, the operator shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test [§199.225(a)(2)].
- 62 J.03.a.** Verify that decisions to test are based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations shall be made by a supervisor who is trained in detecting the symptoms of alcohol misuse [§199.225(b)(2)].
- 63 J.03.b.** Verify that a covered employee is directed by the operator to undergo reasonable suspicion testing for alcohol only while the employee is performing covered functions; just before the employee is to perform covered functions; or just after the employee has ceased performing covered functions. [§199.225(b)(3)].
- 64 J.03.c.** Verify that if a reasonable suspicion test is required and is not administered within 2 hours following the determination under §199.225(b)(2), the operator shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test is not administered within 8 hours, the operator shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test [§199.225(b)(4)(i)].
- 65 J.04.a.** Verify that a covered employee that engages in conduct prohibited by §§199.215 through 199.223 does not return to duty for a covered function until the employee: 1) Completes a SAP evaluation, referral, and education/treatment process [§40.285(a), §40.289(b), §199.235, and §199.243(b)]; and, 2) After completion of the SAP process above, undergoes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 [§40.305(a), §199.225(c), and §199.243(c)].
- 66 J.05.a.** Verify that the SAP establishes a written follow-up testing plan for a covered employee that engages in conduct prohibited by §§199.215 through 199.223 and seeks to return to the performance of a covered function [§40.307(a)].
- 67 J.05.b.** Verify that follow-up testing is performed on an unannounced basis, at a frequency established by the SAP, for a period of not more than 60 months. At least six tests must be conducted within the first 12 months following the covered employee's return to duty [§40.307, §40.309, §199.225(d) and §199.243(c)(2)(ii)].
- 68 K.01.a.** Verify that any Evidential Breath Testing Device (EBT) or Alcohol Screening Device (ASD) used for DOT required alcohol testing is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a Conforming Products List (CPL) [§40.229 and §40.231]
- 69 K.01.b.** Verify that external calibration checks are performed at the intervals specified in the manufacturer's instructions for any EBT used for DOT required alcohol confirmation testing [§40.231 and §40.233].
- 70 P.01.a.** Does the operator's plan specify training for BATs and STTs that is in compliance with §40.213 and does the documentation certify that all requirements are met [§40.213(g)]

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- 71 P.01.b.** Does the plan specify that a supervisor shall not serve as the BAT or STT if that supervisor makes the reasonable cause determination [§40.211(c) and §199.225(b)(2)].
- 72 P.02.a.** Does the alcohol testing site comply with the applicable physical and security requirements of §40.221 and §40.223?
- 73 P.02.b.** Does the plan specify that only EBTs and ASDs listed on the NHTSA CPL will be used for DOT alcohol testing [§40.229]? Also, does the plan specify that an EBT must be used for conducting the confirmation tests [§40.231(a)]?
- 74 P.02.c.** Does the operator follow the Quality Assurance Plan (QAP) for the EBT that is used [§40.233(c)(1)]? If this service is contracted out does the operator ensure that the QAP is being followed [§40.233(c)]?
- 75 P.02.d.** Does the plan specify that the operator or its agents shall comply with the QAP and manufacturer's instructions and does the operator follow the QAP for the ASD that is used [§40.235 and §40.235(c)]?
- 76 P.03.a.** Does the plan prescribe that only the DOT-approved Alcohol Testing Form (ATF) shall be utilized [§40.225(a)]?
- 77 P.03.b.** Does the plan specify that the employee shall provide a positive identification through use of photo ID or by employer representative [§40.241(c)]?
- 78 P.03.c.** Does the plan indicate that the BAT or STT shall explain the testing process to the employee [§40.241(e)]?
- 79 P.03.d.** Does the plan contain specific instructions for conducting alcohol screening tests in compliance with §40.241 and §40.243 requirements?
- 80 P.03.e.** Does the plan contain specific instructions for conducting alcohol screening tests using a saliva ASD in compliance with §40.245 requirements?
- 81 P.03.f.** Does the plan specify actions that are taken after receipt of alcohol screening test results that are in compliance with §40.247?
- 82 P.04.a.** Does the plan provide guidance for the actions a new BAT must complete to conduct a confirmation test in compliance with §40.251(b)?
- 83 P.04.b.** Does the plan specify procedures to be followed in conducting a confirmation test that are in compliance with §40.253 and §40.255?
- 84 P.05.a.** Does the plan address the situations for which the employee is considered to have refused to take an alcohol test [§40.261(a)(1) to (7)]?
- 85 P.05.b.** Does the plan specify procedures concerning an employee's inability to provide an adequate amount of saliva for testing and instructions for requiring the employee to attempt again to provide adequate amount of saliva for testing [§40.263]?
- 86 P.05.c.** Does the plan specify procedures concerning an employee's inability to provide an adequate amount of breath for testing in compliance with §40.265?
- 87 P.05.d.** Does the plan specify under what conditions that an alcohol test shall be cancelled [§40.267 and §40.269]?
- 88 P.05.e.** Does the plan specify procedures concerning the potential inability to complete an alcohol test and trying to successfully complete the test [§40.271]?
- 89 B.01.a.** Substance Abuse Professionals (SAP) meet the applicable qualification requirements of Part 40 (§40.81) and Part 199.
- 90 H.02.b.** Verify that the Alcohol Misuse Prevention Program assures that each covered employee who has engaged in conduct prohibited by §§199.215 through 199.223 shall be advised of the resources available to the covered employee in evaluating and resolving problems associated with the misuse of alcohol. This includes the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs [§40.285(b) and §199.243(a)]
- 91 G.01.b.** Verify that education under the EAP includes at least the following elements: display and distribution of informational material; display and distribution of a community service hot-line telephone number for employee assistance; and display and distribution of the employer's policy regarding the use of prohibited drugs [§199.113(b)].
- 92 H.02.d.** Verify that the Alcohol Misuse Prevention Program assures for providing educational materials that explain alcohol misuse requirements and the operator's policies and procedures with respect to meeting those requirements [§199.239(a)]. The operator shall ensure that a copy of these materials is distributed to each covered employee prior to start of alcohol testing under this subpart, and to each person subsequently hired for or transferred to a covered position [§199.239(a)(1)]. Each operator shall provide written notice to representatives of employee organizations of the availability of this information [§199.239(a)(2)].

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**93 G.01.a.** Verify that an EAP is provided for its employees and supervisory personnel who will determine whether an employee must be drug tested based on reasonable cause. Each EAP must include education and training on drug use (see Protocols G.01.b. and G.01.c.) [§199.113(a)].

**94 G.01.c.** Verify that training under the EAP for supervisory personnel who will determine whether an employee must be drug tested based on reasonable cause must include one 60-minute period of training on the specific, contemporaneous physical, behavioral, and performance indicators of probable drug use [§199.113(c)].

**95 I.01.b.** Verify that supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol testing under §199.225(b) receive at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. [§199.241].

**96 A.01.c.** If an employer contracts drug testing, education and training [§199.115], there is a process in place and implemented to ensure compliance with Part 199 and Part 40. The contractor must allow access to property and records by the operator, the Administrator, and if the operator is subject to the jurisdiction of a state agency, a representative of the state agency for the purpose of monitoring the operator's compliance [§199.115(b)].

**97 H.01.c.** If an employer contracts alcohol testing, education and training [§199.245], there is a process in place and implemented to ensure compliance with Part 199 and Part 40. The contractor must allow access to property and records by the operator, the Administrator, any DOT agency with regulatory authority over the operator or covered employee, and, if the operator is subject to the jurisdiction of a state agency, a representative of the state agency for the purposes of monitoring the operator's compliance with the requirements of Part 199 and Part 40 [§199.245(c)].

**98 L.01.a.** Verify that the following records are retained as required by Part 40 and Part 199 and that the records are maintained in a secure location with controlled access [§40.333(c) and §199.227(a)]. 5 years: Records of alcohol test results indicating an alcohol concentration of 0.02 or greater [§40.333(a)(1) and §199.227(b)(1)]; Documentation of refusals to take required alcohol tests [§40.333(a)(1) and §199.227(b)(1)]; SAP reports [§40.333(a)(1) and §199.227(b)(1)]; All follow-up tests and schedules for follow-up tests [§40.333(a)(1)]; MIS annual report data [§199.227(b)(1)]; and, Calibration Documentation [§199.227(b)(1)]. 3 years: Information obtained from previous employers under §40.25 concerning alcohol test results of employees [§40.333(a)(2)]. 2 years: Records of the inspection, maintenance, and calibration of EBTs [§40.333(a)(3)].

**99 M.02.a.** Verify that upon written request from an employee, records of drug and alcohol use, testing results, and rehabilitation are provided to the employee [§199.117(b) and §199.231(b)].

**100 F.01.a.** Verify that records are retained as required by Part 40 and Part 199 and that the records are maintained in a location with controlled access [§40.333(c)]

**101 M.01.a.** Verify if this operator has more than 50 covered employees and submits an annual MIS report in accordance with the form and instruction requirements of §40.26 and Appendix H to Part 40, not later than March 15 of each year for the prior calendar year (January 1 through December 31) [§40.26, §199.119(a) and §199.229(a)]. Beginning with the March 15, 2010 MIS submission date, also verify if this operator identifies all contractors who performed covered functions, as defined under § 199.3, for this operator in a given calendar year; and, if required by either mandated annual or PHMSA written request, is or has submitted an MIS report for each of these contractors?

**102 M.01.b.** Verify if this operator has 50 or less covered employees and has either a compilation of data or statistical information regarding drug and alcohol testing which, upon written request, could have been used to submit a MIS report in accordance with the form and instruction requirements of §40.26 and Appendix H to Part 40, not later than March 15 of each year for the prior calendar year (January 1 through December 31) [§40.26, §199.119(a) and §199.229(a)]. Beginning with the March 15, 2010 MIS submission date, verify that this operator identifies all contractors who performed covered functions, as defined under § 199.3, for this operator and received a compilation of data or statistical information from these contractors which, upon written request, could be used for submitting an MIS report for each of these contractors.

**103 M.01.c.** If a service agent (e.g., Consortium/Third Party Administrator) prepares the MIS report on behalf of an operator, verify that each report is certified by the operator's anti-drug manager/alcohol misuse prevention manager or designated representative for accuracy and completeness [§199.119(f) and §199.229(d)].

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## Post Accident or Reasonable Cause/Suspicion Supervisor Written Record

- CDL (FMCSA)  
 Pipeline (PHMSA)

Employee's Name \_\_\_\_\_ Dept. \_\_\_\_\_ Date \_\_\_\_\_

Employee SSN \_\_\_\_\_ Job Title \_\_\_\_\_ Time \_\_\_\_\_

1. **EBT Breath Alcohol testing not completed within two (2) hours of the Accident or the Reasonable Cause/Suspicion situation because:** *(Examples – received notification too late, Employee removed from the scene for medical treatment, EBT device not available, injuries precluded testing, Breath Alcohol Technician not available)*

\_\_\_\_\_

2. **EBT Breath Alcohol testing not completed within eight (8) hours because:** *(Examples – received notification too late, Employee removed from the scene for medical treatment, EBT (device not available, injuries precluded testing, Breath Alcohol Technician not available)*

\_\_\_\_\_

3. **Urine Drug Testing not completed within 32 hours of the Accident or Reasonable Cause/Suspicion situation because:**

\_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Second Supervisor's Signature (if applicable) \_\_\_\_\_

**\*\*\* IMPORTANT \*\*\***

The above report is required in Post-Accident or Reasonable Cause/Suspicion testing when the **test(s) times were not met.**

The written report of Post-Accident or Reasonable Cause/Suspicion testing must be completed and signed by the supervisor within 48 hours of the incident and subsequently faxed or e-mailed to the Company Designated Employer Representative (DER).

**REASONABLE CAUSE/SUSPICION OBSERVATION CHECKLIST**

(STRICTLY CONFIDENTIAL)

EMPLOYEE: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

SUPERVISOR #1, NAME AND TELEPHONE: \_\_\_\_\_

SUPERVISOR #2, NAME AND TELEPHONE: \_\_\_\_\_

This checklist is intended to assist a supervisor in referring a person for drug and/or alcohol testing. Has the employee manifested any of the following behaviors? Indicate (X) if observation and/or documentation exists.

**A. QUALITY AND QUANTITY OF WORK**

- | YES | NO  |   |
|-----|-----|---|
| ___ | ___ | 1. Clear refusal to do assigned tasks                           |
| ___ | ___ | 2. Significant increase in errors                               |
| ___ | ___ | 3. Repeated errors in spite of increased guidance               |
| ___ | ___ | 4. Reduced quantity of work                                     |
| ___ | ___ | 5. Inconsistent, "up and down" quantity/quality of work         |
| ___ | ___ | 6. Behavior that disrupts workflow                              |
| ___ | ___ | 7. Procrastination on significant decisions or task             |
| ___ | ___ | 8. More than usual supervision necessary                        |
| ___ | ___ | 9. Frequent, unsupported explanations for poor work performance |
| ___ | ___ | 10. Noticeable change in written or verbal communication        |
| ___ | ___ | 11. Other (please specify) _____                                |

**B. INTERPERSONAL WORK RELATIONSHIPS**

- | YES | NO  |  |
|-----|-----|--|
| ___ | ___ | 1. Significant change in relations with co-workers, supervisors              |
| ___ | ___ | 2. Frequent or intense arguments   |
| ___ | ___ | 3. Verbal/Physical abusiveness   |
| ___ | ___ | 4. Persistently withdrawn or less involved with people                       |
| ___ | ___ | 5. Intentional avoidance of supervisor                                       |
| ___ | ___ | 6. Expressions of frustration or discontent                                  |
| ___ | ___ | 7. Change in frequency or nature of complaints                               |
| ___ | ___ | 8. Complaints by co-workers or subordinates                                  |
| ___ | ___ | 9. Cynical, "distrustful of human nature" comments                           |
| ___ | ___ | 10. Unusual sensitivity to advice or critique of work                        |
| ___ | ___ | 11. Unpredictable response to supervision                                    |
| ___ | ___ | 12. Passive-aggressive attitude or behavior, doing things "behind your back" |

**C. GENERAL JOB PERFORMANCE**

- | YES | NO  |  |
|-----|-----|--|
| ___ | ___ | 1. Excessive unauthorized absences-number in last 12 months                          |
| ___ | ___ | 2. Excessive authorized absences-number in last 12 months                            |
| ___ | ___ | 3. Excessive use of sick leave in last 12 months                                     |
| ___ | ___ | 4. Frequent Monday/Friday absence or other pattern                                   |
| ___ | ___ | 5. Frequent unexplained disappearances   |
| ___ | ___ | 6. Excessive "extension" of breaks or lunch  |
| ___ | ___ | 7. Frequently leaves work early-number of days per week or month                     |
| ___ | ___ | 8. Increased concern about (actual incidents) safety offenses involving the employee |
| ___ | ___ | 9. Experiences or causes job accidents   |
| ___ | ___ | 10. Major change in duties or responsibilities                                       |
| ___ | ___ | 11. Interferes with or ignores established procedures                                |
| ___ | ___ | 12. Inability to follow through on job performance recommendation                    |

## REASONABLE CAUSE/SUSPICION OBSERVATION CHECKLIST

(STRICTLY CONFIDENTIAL)

### D. PERSONAL MATTERS

YES	NO	
___	___	1. Changes in or unusual personal appearance (dress, hygiene)
___	___	2. Changes in or unusual speech (incoherent, stuttering, loud)
___	___	3. Changes in or unusual physical mannerisms (gesture, posture)
___	___	4. Changes in or unusual facial expressions
___	___	5. Changes in or unusual level of activity-much reduced/increased
___	___	6. Changes in or unusual topics of conversation
___	___	7. Engages in detailed discussions about death, suicide, harming others
___	___	8. Increasingly irritable or tearful
___	___	9. Persistently boisterous or rambunctious
___	___	10. Unpredictable or out-of-context displays of emotion
___	___	11. Unusual fears or lacks appropriate caution
___	___	12. Engages in detailed discussion about obtaining/using drugs/alcohol
___	___	13. Has personal relationship problems (spouse, girl/boyfriend, children, in-laws)
___	___	14. Has received professional assistance for emotional or physical problems
___	___	15. Makes unfounded accusations toward others, i.e., has feelings of persecution
___	___	16. Secretive or furtive
___	___	17. Memory problems (difficulty recalling instructions, data, past behaviors)
___	___	18. Frequent colds, flu, excessive fatigue, or other illnesses
___	___	19. Makes unreliable or false statements
___	___	20. Unrealistic self-appraisal or grandiose statements
___	___	21. Temper tantrums or angry outbursts
___	___	22. Demanding, rigid, inflexible
___	___	23. Major change in physical health
___	___	24. Concerns about sexual behavior or sexual harassment

### E. PHYSICAL INDICATORS

YES	NO	
___	___	1. Smell of alcohol on breath of person?
___	___	2. Speech:
		Slurred? _____
		Confused? _____
		Fragmented? _____
		Slow? _____
		Unusually soft? _____
		Unusually loud? _____
___	___	3. Disorientation: Is employee confused about;
		Where he or she is? _____
		What day it is? _____
		What time it is? _____
___	___	4. Apparent inability to focus on work?
___	___	5. Unusual or unexplained resistance to authority or refusal to follow reasonable directions?
___	___	6. Lack of motor coordination
___	___	7. Mood:
		Belligerent? _____
		Moody? _____
		Ecstatic? _____
		More nervous than usual? _____
		Giddy? _____
		Talkative? _____
		Drowsy? _____
___	___	8. Skin color:
		Pale? _____
		Flushed? _____
___	___	9. Excessive perspiration?
___	___	10. Excessive trips to the restroom?
___	___	11. Bloodshot eyes?
___	___	12. Dilated pupils?
___	___	13. Pinpoint pupils?
___	___	14. Traces of alcohol in containers?

**REASONABLE CAUSE/SUSPICION OBSERVATION CHECKLIST**

(STRICTLY CONFIDENTIAL)

**E. PHYSICAL INDICATORS (con't)**

<b>YES</b>	<b>NO</b>	
___	___	15. Confession by employee that he/she was drinking alcohol or ingesting drugs?
___	___	16. Confirmation by other employees?
___	___	17. Presence of substances with the appearance of drugs?
___	___	18. Presence of drug paraphernalia?
___	___	19. Smell of marijuana?
___	___	20. Congregation of employees in remote areas of the company's facilities or in areas not usually frequented by employees?
___	___	21. Weariness, fatigue, or exhaustion?
___	___	22. Deteriorating physical appearance?
___	___	23. Yawning excessively?
___	___	24. Blank stare or expression?
___	___	25. Sudden and/or unpredictable change in energy level?
___	___	26. Unusually energetic?
___	___	27. Shaking or trembling of hands?
___	___	28. Sunglasses worn at inappropriate times?
___	___	29. Changes in appearance after lunch break?
___	___	30. Breathing or swallowing difficulties?
___	___	31. Unusual sneezing / nasal congestion?
___	___	32. Needle marks on arms?
___	___	33. Prolonged lunch hours?
___	___	34. Tardiness?

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Other information/observations (Please be specific, attach additional sheet as needed).

Additional Comments:

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\_\_\_\_\_  
SUPERVISOR #1 (print name)

\_\_\_\_\_  
SUPERVISOR #2 (print name)

\_\_\_\_\_  
SUPERVISOR #1 (Signature)      DATE

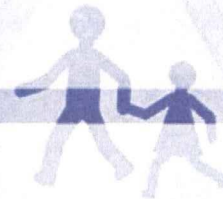
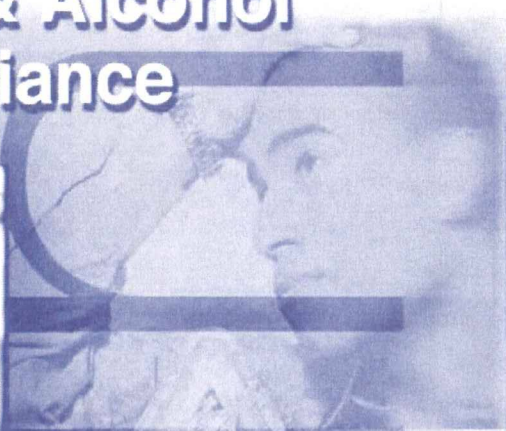
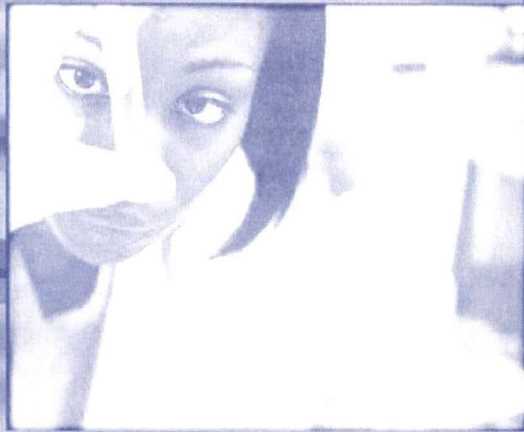
\_\_\_\_\_  
SUPERVISOR #2 (Signature)      DATE





U.S. Department of Transportation  
Office of the Secretary

## Office of Drug & Alcohol Policy & Compliance



## What Employees Need To Know About DOT Drug & Alcohol Testing



  
**Disclaimer**

This publication was produced by the U.S. Department of Transportation (DOT) to assist safety-sensitive employees subject to workplace drug & alcohol testing in understanding the requirements of 49 CFR Part 40 and certain DOT agency regulations. Nothing in this publication is intended to supplement, alter or serve as an official interpretation of 49 CFR Part 40 or DOT agency regulations. This publication is for educational purposes only.

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For questions, please contact DOT's Office of Drug & Alcohol Policy & Compliance at 202-366-DRUG (3784) or visit our website at [www.dot.gov/ost/dapc](http://www.dot.gov/ost/dapc).

**Originating Office**

U.S. Department of Transportation  
Office of the Secretary  
Office of Drug & Alcohol Policy & Compliance  
1200 New Jersey Avenue, SE  
Room W62-300  
Washington, DC 20590

202.366.DRUG (3784)  
202.366.3897 fax  
[odapcwebmail@dot.gov](mailto:odapcwebmail@dot.gov)  
[www.dot.gov/ost/dapc](http://www.dot.gov/ost/dapc)



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# **What Employees Need To Know About DOT Drug & Alcohol Testing**

Office of Drug & Alcohol Policy & Compliance (ODAPC)  
Office of the Secretary (OST)  
U.S. Department of Transportation (DOT)

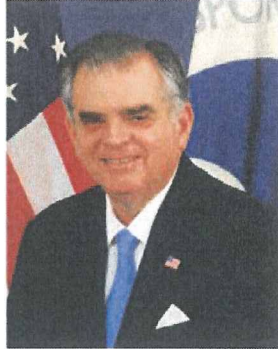
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**U.S. Department of Transportation  
Office of the Secretary**



**“Why is this program so important?”**



Safety is our no. 1 priority at the U.S. Department of Transportation. And a cornerstone of our safety policy is ensuring that transportation providers across all modes – on roads, rails, water, or in the air, over land and underground – employ operators who are 100 percent drug- and alcohol-free. We want – and we insist upon – safety-conscious employees at all times and under all circumstances.

Fortunately, the transportation industry over time has worked hard to reduce the number of accidents and crashes directly related to drug and alcohol use. Nevertheless, human risk factors remain – and some transportation workers do use illicit drugs, or abuse alcohol, despite serious efforts to deter them.

We must never stop trying to improve our safety record where substance abuse is concerned. We can start by making sure that employees are properly educated on the personal and professional consequences of drug use and alcohol misuse. Supervisors must be appropriately trained to identify signs and symptoms of drug and alcohol use.

Employers must also have strong drug and alcohol testing programs. And employees must be removed from safety-sensitive duties immediately after they violate drug and alcohol testing rules. It is very important that employees are not returned to safety-sensitive duty until they are referred for evaluation and have successfully complied with treatment recommendations.

I know you will support these important measures, so that we can assure the traveling public that our transportation system is the safest it can possibly be.

A handwritten signature in blue ink, appearing to read "Ray LaHood".

**Ray LaHood**  
**Secretary of Transportation**  
U.S. Department of Transportation  
July 2009

*Office of Drug and Alcohol Policy and Compliance*

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## What Employees Need To Know About DOT Alcohol & Drug Testing

Just entering the transportation industry? Performing tasks defined by the US Department of Transportation (DOT) as *safety-sensitive*, such as working on pipelines, driving a truck, operating a ferry or a train, or repairing an airplane? Then, you are subject to DOT workplace drug & alcohol testing. Here are the basics you need to know about DOT's program.

### Who is subject to DOT testing?

Anyone designated in DOT regulations as a *safety-sensitive* employee is subject to DOT drug & alcohol testing. What follows is an overview of what jobs are defined as *safety-sensitive* functions subject to testing.

<b>Aviation</b> FAA	Flight crews, flight attendants, flight instructors, air traffic controllers at facilities not operated by the FAA or under contract to the U.S. military, aircraft dispatchers, aircraft maintenance or preventative maintenance personnel, ground security coordinators and aviation screeners. Direct or contract employees of 14 CFR Part 121 or 135 certificate holders, Section 91.147 operators and air traffic control facilities not operated by the FAA or under contract to the US Military. See FAA regulations at 14 CFR Part 120.
<b>Commercial Motor Carriers</b> FMCSA	Commercial Drivers License (CDL) holders who operate Commercial Motor Vehicles, 26,001 lbs. gvwr. or greater, or operate a vehicle that carries 16 passengers or more including the driver, or required to display a DOT placard in the transportation of hazardous material. <sup>1</sup> See FMCSA regulation at 49 CFR Part 382.
<b>Maritime</b> USCG <sup>2</sup>	Crewmembers operating a commercial vessel. See USCG regulations at 46 CFR Parts 4 & 16.
<b>Pipeline</b> PHMSA	Operations, maintenance and emergency response. See PHMSA regulations at 49 CFR Part 199.
<b>Railroad</b> FRA	Hours of Service Act personnel, engine & train, signal service or train dispatchers. See FRA regulations at 49 CFR Part 219.
<b>Transit</b> FTA	Vehicle operators, controllers, mechanics and armed security. See FTA regulations at 49 CFR Part 655.

Links to these regulations can be found on-line at [www.dot.gov/ost/dapc](http://www.dot.gov/ost/dapc).

**Remember:** The tasks you actually perform qualify you as a *safety-sensitive* employee, not your job title. Also, some employees, like managers and supervisors, may be qualified for these jobs but not currently performing them. Do they have to be tested as well? In most cases, yes...if that employee may be asked at a moment's notice or in an emergency to perform a *safety-sensitive* job. Be sure to check industry specific regulations for further clarification.

<sup>1</sup> In some instances, states allow waivers from this qualification, such as operators of fire trucks and some farm equipment. Check with your state department of motor vehicles for more information.

<sup>2</sup> An agency of the U.S. Department of Homeland Security.

### ***Why are safety-sensitive employees tested?***

The short answer is for the safety of the traveling public, co-workers and yourself. The longer answer is that the United States Congress recognized the need for a drug and alcohol free transportation industry, and in 1991 passed the Omnibus Transportation Employee Testing Act, requiring DOT Agencies to implement drug & alcohol testing of safety-sensitive transportation employees.<sup>3</sup>

Within DOT, the Office of the Secretary's Office of Drug & Alcohol Policy & Compliance (ODAPC) publishes rules on *how* to conduct those tests, *what* procedures to use when testing and *how* to return an employee to safety-sensitive duties. Encompassed in 49 Code of Federal Regulations (CFR) Part 40, ODAPC publishes and provides authoritative interpretations of these rules.

DOT agencies and the U.S. Coast Guard write industry specific regulations, spelling out *who* is subject to testing, *when* and in *what* situations. Industry employers implement the regulations that apply to them.

The benefit to all employees affected by DOT regulations is that each agency's regulations must adhere to DOT's testing procedures found at 49 CFR Part 40, commonly know as "Part 40." For example, you may work in the rail industry and later work in the motor carrier industry, but the procedures for collecting, testing and reporting of your tests will be the same under Part 40.

### ***What information must employers provide when I first begin performing DOT safety-sensitive functions?***

Depending on the DOT agency over-seeing your industry, your employer may be required to provide you with educational materials and a company policy that explain the requirements of DOT's drug & alcohol testing regulations and the procedures to help you comply. If you have not received this information, be sure to ask your employer about it.

### ***What conduct is prohibited by the regulations?***

As a safety-sensitive employee...

- You must not use or possess alcohol or any illicit drug while assigned to perform safety-sensitive functions or actually performing safety-sensitive functions.
- You must not report for service, or remain on duty if you...
  - Are under the influence or impaired by alcohol;
  - Have a blood alcohol concentration .04 or greater; (with a blood alcohol concentration of .02 to .039, some regulations do not permit you to continue working until your next regularly scheduled duty period);
  - Have used any illicit drug.
- You must not use alcohol within four hours (8 hours for flight crew members and flight attendants) of reporting for service or after receiving notice to report.

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<sup>3</sup>The Omnibus Act's testing requirements do not apply to PHMSA.



- You must not report for duty or remain on duty when using any controlled substance unless used pursuant to the instructions of an authorized medical practitioner.
- You must not refuse to submit to any test for alcohol or controlled substances.
- You must not refuse to submit to any test by adulterating or substituting your specimen.

Keep these in mind when preparing to report to work.

### **What drugs does DOT test for?**

DOT drug tests are conducted only using urine specimens. The urine specimens are analyzed for the following drugs/metabolites:

- Marijuana metabolites /THC
- Cocaine metabolites
- Amphetamines  
(including methamphetamine, MDMA)
- Opiates  
(including codeine, heroin (6-AM), morphine)
- Phencyclidine (PCP)

<b>Specimens Collected for Drug &amp; Alcohol Testing*</b>	
Drugs:	Alcohol:
Urine	Breath & Saliva

\* The FRA requires blood specimens as part of their Post-Accident testing.

To learn more about the effects of these and other drugs visit the following sites:

- *Drugs and Human Performance Fact Sheet*. National Highway Traffic Safety Administration (NHTSA) [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov).
- *Driving While You Are Taking Medications*. National Highway Traffic Safety Administration (NHTSA) [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov).
- *Common Drugs of Abuse*. National Institute for Drug Abuse (NIDA) [www.nida.nih.gov](http://www.nida.nih.gov).
- *Substance Abuse*. Substance Abuse and Mental Health Administration (SAMHSA) [www.workplace.samhsa.gov](http://www.workplace.samhsa.gov).
- *Drug Facts*. Office of National Drug Policy Control (ONDCP) [www.whitehousedrugpolicy.gov](http://www.whitehousedrugpolicy.gov).
- *Prevention On-line*. National Clearinghouse for Alcohol and Drug Information (NCADI) [www.health.org](http://www.health.org).

### **Can I use prescribed medications & over-the-counter (OTC) drugs and perform safety-sensitive functions?**

Prescription medicine and OTC drugs may be allowed.<sup>4</sup> However, you must meet the following minimum standards:

- The medicine is prescribed to you by a licensed physician, such as your personal doctor.

<sup>4</sup> The FRA requires that if you are being treated by more than one medical practitioner, you must show that at least one of the treating medical practitioners has been informed of all prescribed and authorized medications and has determined that the use of the medications is consistent with the safe performance of your duties.

- The treating/prescribing physician has made a good faith judgment that the use of the substance at the prescribed or authorized dosage level is consistent with the safe performance of your duties.

**Best Practice:** To assist your doctor in prescribing the best possible treatment, consider providing your physician with a detailed description of your job. A title alone may not be sufficient. Many employers give employees a written, detailed description of their job functions to provide their doctors at the time of the exam.

- The substance is used at the dosage prescribed or authorized.<sup>5</sup>
- If you are being treated by more than one physician, you must show that at least one of the treating doctors has been informed of all prescribed and authorized medications and has determined that the use of the medications is consistent with the safe performance of your duties.
- Taking the prescription medication and performing your DOT safety-sensitive functions is not prohibited by agency drug and alcohol regulations. However, other DOT agency regulations may have prohibitive provisions, such as medical certifications.

**Remember:** Some agencies have regulations prohibiting use of specific prescription drugs, e.g. methadone, etc.... If you are using prescription or over-the-counter medication, check first with a physician, but do not forget to consult your industry-specific regulations before deciding to perform safety-sensitive tasks. Also be sure to refer to your company's policy regarding prescription drugs.

### ***When will I be tested?***

Safety-sensitive employees are subject to drug or alcohol testing in the following situations:

- Pre-employment.
- Reasonable Suspicion/Cause.
- Random.
- Return-to-duty.
- Follow-up.
- Post-Accident.

### **Pre-Employment**

As a new hire, you are required to submit to a drug test. Employers may, but are not required to, conduct alcohol testing.<sup>6</sup> Only after your employer receives a negative drug test result (and negative alcohol test result - if administered) may you begin performing safety-sensitive functions. This also applies if you are a current employee transferring from a non-safety-sensitive function into a safety-sensitive position (even if it is the same employer).

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<sup>5</sup> While a minority of states allow medical use of marijuana, federal laws and policy do not recognize any legitimate medical use of marijuana. Even if marijuana is legally prescribed in a state, DOT regulations treat its use as the same as the use of any other illicit drug.

<sup>6</sup> Not every DOT agency requires a pre-employment alcohol test.

### **Reasonable Suspicion/Cause**

You are required to submit to any test (whether drug, alcohol or both) that a supervisor requests based on reasonable suspicion. Reasonable suspicion means that one or more trained supervisors reasonably believes or suspects that you are under the influence of drugs or alcohol. They cannot require testing based on a hunch or guess alone; their suspicion must be based on observations concerning your appearance, behavior, speech and smell that are usually associated with drug or alcohol use.

### **Random**

You are subject to unannounced random drug & alcohol testing. Alcohol testing is administered just prior to, during or just after performing safety-sensitive functions. Depending on the industry specific regulations, you may only be subject to random drug testing.<sup>7</sup>

No manager, supervisor, official or agent may select you for testing just because they want to. Under DOT regulations, employers must use a truly random selection process. Each employee must have an equal chance to be selected and tested.

Just prior to the testing event, you will be notified of your selection and provided enough time to stop performing your safety sensitive function and report to the testing location. Failure to show for a test or interfering with the testing process can be considered a refusal.

### **Post-Accident**

If you are involved in an event (accident, crash, etc.) meeting certain criteria of the DOT agency, a post-accident test will be required. You will then have to take a drug test and an alcohol test.<sup>8</sup> You are required to remain available for this testing and are not permitted to refuse testing.

**Remember:** Safety-sensitive employees are obligated by law to submit to and cooperate in drug & alcohol testing mandated by DOT regulations.

### **Return to Duty**

If you have violated the prohibited drug & alcohol rules, you are required to take a drug and/or alcohol test before returning to safety-sensitive functions for any DOT regulated employer. You are subject to unannounced follow-up testing at least 6 times in the first 12 months following your return to active safety-sensitive service. Return-to-duty tests must be conducted under direct observation.

### **Follow-up**

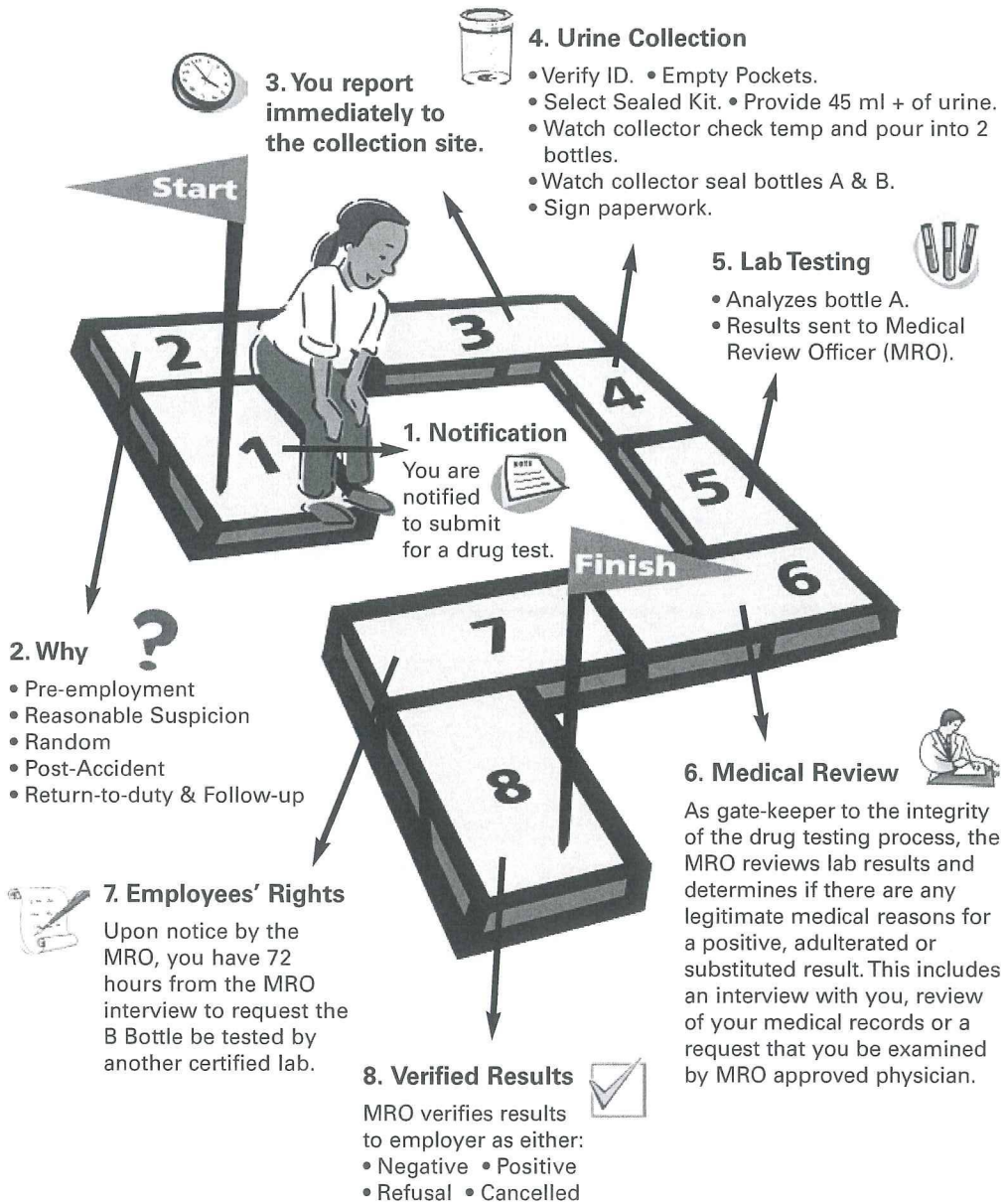
The amount of follow-up testing you receive is determined by a Substance Abuse Professional (SAP) and may continue for up to 5 years. This means the SAP will determine how many times you will be tested (at least 6 times in the first year), for how long, and for what substance (i.e. drugs, alcohol, or both). Your employer is responsible for ensuring that follow-up testing is conducted and completed. Follow-up testing is in addition to all other DOT required testing. All follow-up tests will be observed.

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<sup>7</sup> USCG & PHMSA do not perform random alcohol tests.

<sup>8</sup> In post-accident testing, the FRA requires a blood specimen for drug testing.

## Overview of DOT Drug Testing



## ***How is a urine drug test administered?***

Regardless of the DOT agency requiring the drug test, the drug testing process always consists of three components:

- The Collection. (49 CFR Part 40, Subparts C, D, E)
- Testing at the Laboratory. (49 CFR Part 40, Subpart F)
- Review by the Medical Review Officer. (49 CFR Part 40, Subpart G)

What follows is a summary of the procedures for each step. For a more detailed account, please visit 49 CFR Part 40, which can be found in its entirety at [www.dot.gov/ost/dapc](http://www.dot.gov/ost/dapc).

### **The Collection**

During the collection process, a urine specimen collector will:

- Verify your identity using a current valid photo ID, such as driver's license, passport, employer issued picture ID, etc.
- Create a secure collection site by:
  - Restricting access to the site to only those being tested.
  - Securing all water sources and placing blue dye in any standing water.
  - Removing or securing all cleaning products/fluids at the collection site.
- Afford you privacy to provide a urine specimen.
  - Exceptions to the rule generally surround issues of attempted adulteration or substitution of a specimen or any situation where general questions of validity arise, like an unusual temperature.
- Ask you to remove any unnecessary garments and empty your pockets (you may retain your wallet).
- Instruct you to wash and dry your hands.
- Select or have you select a sealed collection kit and open it in your presence.
- Request you to provide a specimen (a minimum of 45 mL) of your urine into a collection container.
- Check the temperature and color of the urine.
- In your presence, pour the urine into two separate bottles (A or primary and B or split), seal them with tamper-evident tape, and then ask you to sign the seals after they have been placed on the bottles.

**Remember:** Neither you nor the collector should let the specimen out of your sight until it has been poured into two separate bottles and sealed.

- Ask you to provide your name, date of birth, and daytime and evening phone numbers on the Medical Review Officer Copy (Copy #2) of the Federal Drug Testing Custody and Control Form (CCF).
  - This is so the Medical Review Officer (MRO) can contact you directly if there are any questions about your test.
- Complete necessary documentation on the Laboratory Copy (Copy #1) of the CCF to demonstrate the chain of custody (i.e. handling) of the specimen.
- Give you the Employee Copy (Copy # 5) of the CCF and may suggest you list any prescription and over-the-counter medications you may be taking on the back of your copy of the CCF (this may serve as a reminder for you in the event the MRO calls you to discuss your test results).
- Package and ship both sealed bottles and completed CCF to a U.S. Health and Human Services (HHS) certified testing laboratory as quickly as possible.

If you are unable to provide 45 mL of urine on the first attempt, the time will be noted, and you will be:

- Required to remain in the testing area under the supervision of the collection site personnel, their supervisor, or a representative from your company,
  - Leaving the testing area without authorization may be considered a refusal to test
- Urged to drink up to 40 oz. of fluid, distributed reasonably over a period of up to three hours,
- Asked to provide a new specimen (into a new collection container).
- If you do not provide a sufficient specimen within three hours, you must obtain a medical evaluation<sup>9</sup> within five days to determine if there is an acceptable medical reason for not being able to provide a specimen. If it is determined that there is no legitimate physiological or pre-existing psychological reason for not providing a urine specimen, it will be considered a refusal to test.

**How do you know if you are taking a federal or a private company drug test?**

All DOT drug tests are completed using the *Federal Drug Testing Custody and Control Form*. Those words appear at the top of each form.

**Testing at the Laboratory**

At the laboratory, the staff will:

- Determine if flaws exist. If flaws exist, the specimen is rejected for testing.
- Open only the A bottle and conduct a screening test. Specimens that screen positive will be analyzed again using a completely different testing methodology.
  - If the specimen tests negative in either test, the result will be reported as a negative.
  - Only if the specimen tests positive under both methods will the specimen be reported to the medical review officer as a positive test.
- Report the findings of the analysis of the A bottle to the Medical Review Officer (MRO).
- Store the A and B bottles for any reported positive, adulterated, or substituted result for at least 12 months.

**Remember:** The Lab will conduct specimen validity tests (SVTs) to determine if the specimen was adulterated or substituted. Tests found to be adulterated or substituted are also reported to the MRO and may be considered a refusal to test.

**Review by the Medical Review Officer (MRO)**

Upon receipt of the test result from the laboratory, the MRO will:

- Review paperwork for accuracy.

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<sup>9</sup> The physical exam is scheduled after the designated employer representative consults with the medical review officer. The physician chosen to complete the evaluation must have expertise in the medical issues raised and be acceptable to the Medical Review Officer.

- Report a negative result to the Designated Employer Representative (DER).
- If the result is positive, conduct an interview with you to determine if there is a legitimate medical reason for the result. If a legitimate medical reason is established, the MRO will report the result to the DER as negative. If not, the MRO will report the result to the DER as positive.
- If the result is an adulterated or substituted test, conduct an interview with you to determine if there is a legitimate medical reason for the result. If a legitimate medical reason is established, the MRO will report the result to the DER as cancelled. If not, the MRO will report the result to the DER as a refusal.
- Report a non-negative test result to the DER if:
  - You refused to discuss the results with the MRO;
  - You did not provide the MRO with acceptable medical documentation to explain the non-negative test result.
- Inform you that you have 72 hours from the time of the verified result to request to have your B "split" bottle sent to another certified lab for analysis for the same substance or condition that was found in the A "primary" bottle.

### ***What are Medical Review Officers (MRO)?***

Under DOT regulations, MROs are licensed physicians with knowledge and clinical experience in substance abuse disorders. They must also complete qualification training courses and fulfill obligations for continuing education courses. They serve as independent, impartial gatekeepers to the accuracy and integrity of the DOT drug testing program. All laboratory results are sent to an MRO for verification before a company is informed of the result. As a safeguard to quality and accuracy, the MRO reviews each test and rules out any other legitimate medical explanation before verifying the results as positive, adulterated or substituted.

### ***How is an alcohol test administered?***

The DOT performs alcohol testing in a manner to ensure the validity of the testing as well as provide confidentiality of the employee's testing information.

### **How do you know if you are taking a federal or a private company alcohol test?**

All DOT alcohol tests are documented with a form with the words *Department of Transportation* at the top.

At the start of the test, a Screening Test Technician (STT) or a Breath Alcohol Technician (BAT), *using only a DOT-approved device*, will:

- Establish a private testing area to prevent unauthorized people from hearing or seeing your test result.
- Require you to sign Step #2 of the Alcohol Testing Form (ATF).
- Perform a screening test and show you the test result. If the screening test result is an alcohol concentration of less than 0.02, no further testing is authorized, and there is no DOT action to be taken. The technician will document the result on the ATF, provide you a copy and provide your employer a copy.

If the screening test result is 0.02 or greater, you will be required to take a confirmation test, which can only be administered by BAT using an Evidential Breath Testing (EBT) device. The BAT will:

- Wait at least 15 minutes, but not more than 30 minutes, before conducting

the confirmation test. During that time, you are not be allowed to eat, drink, smoke, belch, put anything in you mouth or leave the testing area.

**Remember:** Leaving the testing area without authorization may be considered a refusal to test.

- Perform an "air blank" (which must read 0.00) on the EBT device to ensure that there is no residual alcohol in the EBT or in the air around it.
- Perform a confirmation test using a new mouthpiece.
- Display the test result to you on the EBT and on the printout from the EBT.
- Document the confirmation test result on the ATF, provide you a copy and provide your employer a copy.
- Report any result of 0.02 or greater immediately to the employer.

If after several attempts you are unable to provide an adequate amount of breath, the testing will be stopped. You will be instructed to take a medical evaluation to determine if there is an acceptable medical reason for not providing a sample. If it is determined that there is no legitimate physiological or psychological reason, the test will be treated as a refusal to test.

**Confirmation test results are the final outcome of the test.**

<b>Result</b>	<b>Action</b>
Less than 0.02	No action required under 49 CFR Part 40.
0.02 - 0.039	Varies among DOT agencies. For example, FMCSA requires that you not resume safety-sensitive functions for 24 hours [382.505], while the FRA requires 8 hours [219.101(a)(4)]. The FTA & PHMSA require only that you test below 0.02 or cannot work until the next scheduled duty period but not less than 8 hours from the time of the test [655.35 & 199.237 respectively]. And, the FAA requires only that you test below 0.02, if the employer wants to put you back to work within 8 hours [14 CFR Part 120, Subpart F, 120.217(g)]. Also, be sure to check other agency specific regulations for their restrictions.
0.04 or greater	Immediate removal from safety-sensitive functions. You may not resume safety-sensitive functions until you successfully complete the return-to-duty process.

***Should I refuse a test if I believe I was unfairly selected for testing?***

**Rule of Thumb:** Comply then make a timely complaint.

If you are instructed to submit to a DOT drug or alcohol test and you don't agree with the reason or rationale for the test, take the test anyway. Don't interfere with the testing process or refuse the test.

After the test, express your concerns to your employer through a letter to your company's dispute resolution office, by following an agreed upon labor grievance or other company procedures. You can also express your concerns to



the appropriate DOT agency drug & alcohol program office. (See contact numbers listed in the Appendix.) Whomever you decide to contact, please contact them as soon as possible after the test.

### ***What is considered a refusal to test?***

DOT regulations prohibit you from refusing a test. The following are some examples of conduct that the regulations define as *refusing* a test (See 49 CFR Part 40 Subpart I & Subpart N):

- Failure to appear for any test after being directed to do so by your employer.
- Failure to remain at the testing site until the testing process is complete.
- Failure to provide a urine or breath sample for any test required by federal regulations.
- Failure to permit the observation or monitoring of you providing a urine sample (Please note tests conducted under direct observation or monitoring occur in limited situations. The majority of specimens are provided in private).
- Failure to provide a sufficient urine or breath sample when directed, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure.
- Failure to take a second test when directed to do so.
- Failure to cooperate with any part of the testing process.
- Failure to undergo a medical evaluation as part of "shy bladder" or "shy lung" procedures.
- Failure to sign Step #2 of the ATF.
- Providing a specimen that is verified as adulterated or substituted.
- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- Failure to follow the observer's instructions [during a direct observation collection] to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Admit to the collector or MRO that you adulterated or substituted the specimen.

### ***What happens if I test positive, refuse a test, or violate an agency specific drug & alcohol rule?***

If you test positive, refuse a test, or violate DOT drug & alcohol rules:

- A supervisor or company official will immediately remove you from DOT-regulated safety-sensitive functions.
- You will not be permitted to return to performing DOT regulated safety-sensitive duties until you have:
  - Undergone an evaluation by a Substance Abuse Professional (SAP);
  - Successfully completed any education, counseling or treatment prescribed by the SAP prior to returning to service; and
  - Provided a negative test result for drugs and/or a test result of less than 0.02 for alcohol. (Return to duty testing).

- Upon return to a safety-sensitive job, you will be subject to unannounced testing for drugs and/or alcohol no less than 6 times during the first 12 months of active service with the possibility of unannounced testing for up to 60 months (as prescribed by the SAP). These tests (including the return-to-duty test) will be directly observed.

### ***What are SAPs?***

Under DOT regulations, SAPs are *Substance Abuse Professionals*. They play a critical role in the work place testing program by professionally evaluating employees who have violated DOT drug & alcohol rules. SAPs recommend appropriate education, treatment, follow-up tests, and aftercare. They are the gate-keepers to the re-entry program by determining when a safety-sensitive employee can be returned to duty.

SAPs are required to have a certain background and credentials, which include clinical experience in diagnosis and treatment of substance abuse-related disorders. They must also complete qualification training and fulfill obligations for continuing education courses. While SAPs do make recommendations to the employer about an employee's readiness to perform safety-sensitive duties, SAPs are neither an advocate for the employee or the employer, and they make return-to-duty recommendations according to their professional and ethical standards as well as DOT's regulations.

**Remember:** Even if a SAP believes that you are ready to return to work, an employer is under no obligation to return you to work. Under the regulations, hiring and reinstatement decisions are left to the employer. Also, under FAA regulations, SAPs cannot return a pilot to duty without the prior approval of the FAA's Federal Air Surgeon.

### ***How do I find a SAP?***

If you violate a DOT drug or alcohol rule, your employer is required to provide you with a list of SAPs' names, addresses, and phone numbers that are available to you and acceptable to them.<sup>10</sup> This is true even if your employer terminates your employment.

### ***Will I lose my job if I violate drug & alcohol regulations?***

DOT regulations do not address employment actions such as hiring, firing or granting leaves of absence. All employment decisions are the responsibility of the employers. Under Federal regulations, the main requirement for employers is to immediately remove employees from performing DOT safety-sensitive jobs. Be aware that a positive or refused DOT drug or alcohol test may trigger additional consequences based on company policy or employment agreement.

While you may not lose your job, you may lose your certification or license to perform that job. Be sure to check industry specific regulations. For example, someone operating a commercial motor vehicle may not lose their state-issued CDL, but they will lose their ability to perform any DOT regulated safety-sensitive tasks.

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<sup>10</sup> Employers cannot charge employees for the SAP list.

### ***Will my results be confidential?***

Your test results are confidential. An employer or service agent (e.g. testing laboratory, MRO or SAP) is not permitted to disclose your test results to outside parties without your written consent. But, your test information may be released (without your consent) in certain situations, such as: legal proceedings, grievances, or administrative proceedings brought by you or on your behalf, which resulted from a positive or refusal. When the information is released, the employer must notify you in writing of any information they released.

### ***Will the results follow me to different employers?***

Yes, your drug & alcohol testing history will follow you to your new employer, if that employer is regulated by a DOT agency. Employers are required by law to provide records of your drug & alcohol testing history to your new employer. This is to ensure that you have completed the return-to-duty process and are being tested according to your follow-up testing plan.

### ***What should I do if I have a drug or alcohol abuse problem?***

Seek help. Jobs performed by safety-sensitive transportation employees keep America's people and economy moving. Your work is a vital part of everyday life. Yet, by abusing drugs or alcohol, you risk your own life, your co-workers lives and the lives of the public.

Most every community in the country has resources available to confidentially assist you through the evaluation and treatment of your problem. If you would like to find a treatment facility close to you, check with your local yellow pages, local health department or visit the U.S. Department of Health and Human Services treatment facility locator at <http://findtreatment.samhsa.gov/>. This site provides contact information for substance abuse treatment programs by state, city and U.S. Territory.

Also, many work-place programs are in place to assist employees and family members with substance abuse, mental health and other problems that affect their job performance. While they may vary by industry, here is an overview of programs that may be available to you:

#### **Employee Assistance Programs (EAPs)**

While not required by DOT agency regulations, EAPs may be available to employees as a matter of company policy. EAPs are generally provided by employers or unions.

**Note:** Many employees believe they only need to contact an EAP counselor if they have a positive drug and/or alcohol test. Not true!

EAP programs vary considerably in design and scope. Some focus only on substance abuse problems; others undertake a broad brush approach to a range of employee and family problems. Some include prevention, health and wellness activities. Some are linked to the employee health benefit structures. These programs offer nearly full privacy and confidentiality, unless someone's life is in danger.

Do you know what programs are available at your job? Be sure to ask your employer!

### **Voluntary Referral Programs**

Often sponsored by employers or unions, referral programs provide an opportunity to self-report to your employer a substance abuse problem *before* you violate testing rules. This gives you an opportunity for evaluation and treatment, while at times guaranteeing your job. Be sure to check your company to see if there is a voluntary referral program.

**Remember:** Self-reporting just after being notified of a test does not release you from your responsibility of taking the test, and it also does not qualify as a voluntary referral.

### **Peer Reporting Programs**

Generally sponsored by employers or unions, you are encouraged or required to identify co-workers with substance abuse problems. The safety of everyone depends on it. Using peers to convince troubled friends and co-workers with a problem is one of the strengths of the program, often guaranteeing the co-worker struggling with substance abuse issues the same benefits as if he had self-reported.

### **Education and Training Programs (required by all Agencies)**

Topics may include the effects of drugs & alcohol use, company testing policies, DOT testing regulations and the consequences of a positive test. Materials may also contain information on how employees can get in touch with their Employee Assistance Programs and community service hot-lines.

In addition, supervisors sometimes receive additional training in the identification and documentation of signs and symptoms of employee's drug and/or alcohol use that trigger a reasonable suspicion drug or alcohol test.

### ***Did you know?***

Did you know that 6 out of 10 people suffering from substance abuse problems also suffer from mental conditions like depression?<sup>11</sup> Research has long documented that people suffering from depression try to self-medicate themselves through alcohol and other drugs. Typically, many of these individuals fail to remain clean and sober after rehabilitation because their underlying medical problem is not addressed and the cycle of self-medication begins again.

**Remember:** If you have substance abuse issues, there is a 60% chance that you are also suffering from an underlying mental condition like depression.

Increase your chances of rehabilitation. Be sure to ask your doctor or other mental health professionals about depression as it relates to substance abuse issues.

---

<sup>11</sup> *The Dual Challenge of Substance Abuse and Mental Disorders*, NIDA Director Nora D. Volkow, M.D., NIDA Notes, Vol. 18, No. 5.

### ***But, I have more questions?***

ODAPC is available to help answer anyone's questions regarding DOT drug & alcohol testing regulations. Please contact us at 202-366-DRUG (3784) or visit our website at [www.dot.gov/ost/dapc](http://www.dot.gov/ost/dapc) for frequently asked questions, official interpretations of the regulations and regulatory guidelines.

If you have questions regarding DOT agency regulations on a specific industry, contact the agencies drug & alcohol abatement offices listed in the Appendix.

## **Appendix**

### **Drug & Alcohol Program Manager Contact Information**

#### **U.S. Department of Transportation**

- FAA Aviation (202) 267-8442 [www.faa.gov](http://www.faa.gov)
- FMCSA Motor Carrier (202) 366-2096 [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)
- FTA Public Transportation (617) 494-2395 [www.fta.dot.gov](http://www.fta.dot.gov)
- FRA Railroads (202) 493-6313 [www.fra.dot.gov](http://www.fra.dot.gov)
- PHMSA Pipeline (202) 550-0629 [www.phmsa.dot.gov](http://www.phmsa.dot.gov)

#### **U.S. Department of Homeland Security**

- USCG Maritime (202) 372-1033 <http://marineinvestigations.us>

## NOTES

U.S. Department of Transportation  
Office of the Secretary

Office of Drug & Alcohol Policy & Compliance  
1200 New Jersey Avenue, SE  
Room W62-300  
Washington, DC 20590

202.366.DRUG (3784)  
202.366.3897 fax  
odapcwebmail@dot.gov  
[www.dot.gov/ost/dapc](http://www.dot.gov/ost/dapc)



U.S. Department  
of Transportation

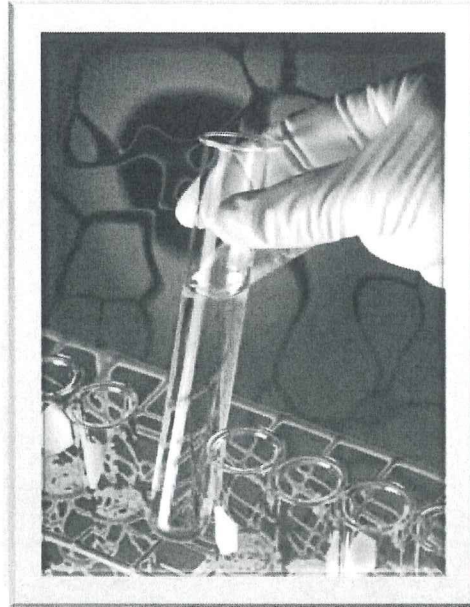
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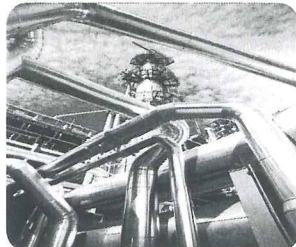
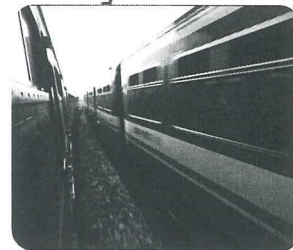
# U.S. Department of Transportation Office of the Secretary



*Office of Drug and Alcohol Policy and Compliance*



## What Employers Need To Know About DOT Drug and Alcohol Testing *[Guidance and Best Practices]*



U.S. Department of Transportation  
Office of the Secretary



*Office of Drug and Alcohol Policy and Compliance*

# What Employers Need To Know About DOT Drug and Alcohol Testing *[Guidance and Best Practices]*

If you employ safety-sensitive workers who must have Department of Transportation (DOT) drug and alcohol tests, or you manage a DOT drug or alcohol testing program, this publication can help you understand how to run an excellent program that meets DOT requirements.

This is not a legal document that adds to or makes any official interpretations of DOT rules. This publication is for educational purposes only. This booklet is a companion to our earlier publication for employees, *What Employees Need to Know About DOT Drug & Alcohol Testing.*

For questions about the rules, please contact the Office of Drug and Alcohol Policy and Compliance at 202.366.3784 or e-mail us from our website at <http://www.dot.gov/ost/dapc/question.html> . You can find contact information about DOT Agency and United States Coast Guard drug and alcohol program managers on our website at: <http://www.dot.gov/ost/dapc/oamanagers.html> .



# What Employers Need To Know About DOT Drug and Alcohol Testing *[Guidance and Best Practices]*

U.S. Department of Transportation  
Office of the Secretary  
Office of Drug and Alcohol Policy and Compliance

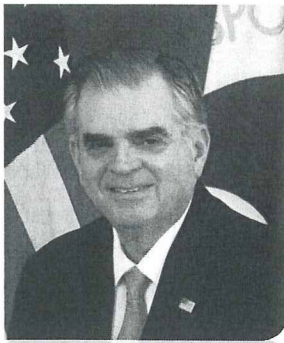
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## Introduction: “Why is this program so important?”



Safety is our no. 1 priority at the U.S. Department of Transportation. And a cornerstone of our safety policy is ensuring that transportation providers across all modes – on roads, rails, water, or in the air, over land and underground – employ operators who are 100 percent drug- and alcohol-free. We want – and we insist upon – safety-conscious employees at all times and under all circumstances.

Fortunately, the transportation industry over time has worked hard to reduce the number of accidents and crashes directly related to drug and alcohol use. Nevertheless, human risk factors remain – and some transportation workers do use illicit drugs, or abuse alcohol, despite serious efforts to deter them.

We must never stop trying to improve our safety record where substance abuse is concerned. We can start by making sure that employees are properly educated on the personal and professional consequences of drug use and alcohol misuse. Supervisors must be appropriately trained to identify signs and symptoms of drug and alcohol use.

Employers must also have strong drug and alcohol testing programs. And employees must be removed from safety-sensitive duties immediately after they violate drug and alcohol testing rules. It is very important that employees are not returned to safety-sensitive duty until they are referred for evaluation and have successfully complied with treatment recommendations.

I know you will support these important measures, so that we can assure the traveling public that our transportation system is the safest it can possibly be.

A handwritten signature in black ink, appearing to read 'Ray LaHood', written over a white background.

**Ray LaHood**  
**Secretary of Transportation**  
U.S. Department of Transportation  
July 2009

# DOT Guidance and Best Practices Overview



**Section I.** DOT Program Implementation and Regulations

**Section II.** Identifying Employees Needing To Be Tested

**Section III.** Program Polices and Assigning Responsibilities

**Section IV.** Selecting Service Agents and Their Roles

- *Collectors*
- *Breath Alcohol Technicians*
- *Screening Test Technicians*
- *Laboratories*
- *Medical Review Officers*
- *Substance Abuse Professionals*
- *Consortia/Third Party Administrators*

**Section V.** Employee and Supervisor Education and Training

**Section VI.** Drug and Alcohol Testing Requirements

**Section VII.** Employer Actions When Employees Violate the Rules

**Section VIII.** Record Keeping and Data Collection Requirements

**Section IX.** Program Compliance and Inspections / Audits

## Section I. DOT Program Implementation and Regulations

*As an employer, do I have to do DOT testing?*

Yes, if you or your employees are subject to the DOT drug and alcohol testing regulations. The DOT Agencies and U.S. Coast Guard (USCG) have regulations that require certain employers to comply with drug and alcohol testing rules. To see if your company is covered, you can go to a feature on our website called, "Am I Covered?" at: [http://www.dot.gov/ost/dapc/odapc/v3\\_slide0001.htm](http://www.dot.gov/ost/dapc/odapc/v3_slide0001.htm). The following chart sets out the general types of employers our rules cover:

	<b>DOT Agency</b>	<b>Regulation</b>	<b>Industry</b>
<b>FMCSA</b>	Federal Motor Carrier Safety Administration	49 CFR Part 382	Motor Carrier
<b>FAA</b>	Federal Aviation Administration	14 CFR Part 120	Air Carriers or operators and certain contract air traffic control towers
<b>FRA</b>	Federal Railroad Administration	49 CFR Part 219	Rail
<b>FTA</b>	Federal Transit Administration	49 CFR Part 655	Public Transportation
<b>PHMSA</b>	Pipeline and Hazardous Materials Safety Administration	49 CFR Part 199	Operators of pipeline facilities and contractors performing covered functions for the operator
<b>USCG</b>	US Coast Guard [Department of Homeland Security]	46 CFR Parts 4 & 16	Maritime



You can find these regulations at: <http://www.dot.gov/ost/dapc/oamanagers.html>.

## *What is 49 CFR Part 40 and how is it different from the DOT Agency and USCG regulations?*

49 CFR Part 40, or “Part 40” as we call it, is a DOT-wide regulation that states *how* to conduct testing and *how* to return employees to safety-sensitive duties after they violate a DOT drug and alcohol regulation. Part 40 applies to all DOT-required testing, regardless of what DOT agency-specific rule applies to an employer. For example, whether you are an airline covered by FAA rules or a trucking company covered by FMCSA rules, Part 40 procedures for collecting and testing specimens and reporting of test results apply to you.

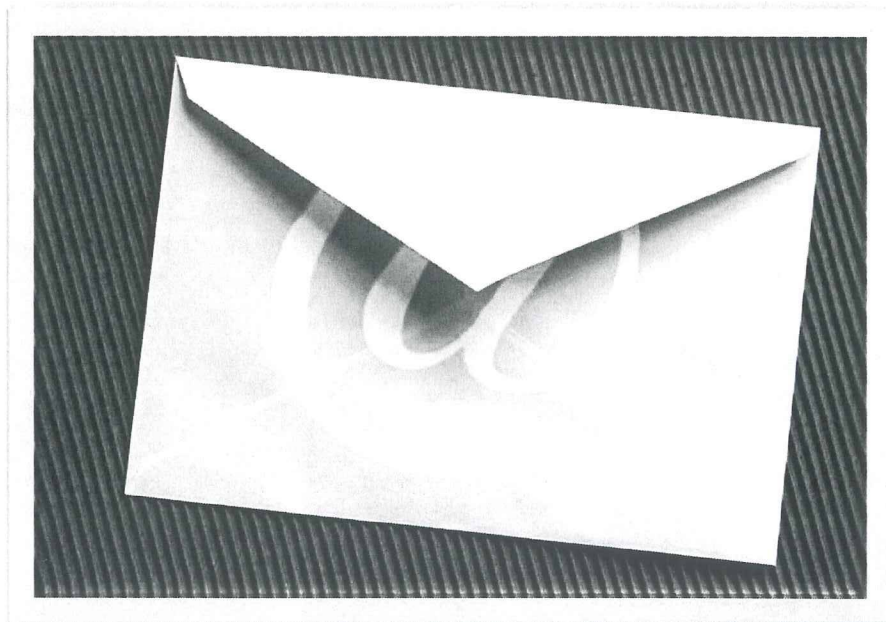
Each DOT Agency-specific regulation spells out *who* is subject to testing, *when* and in *what* situations for a particular transportation industry.

## *Where can I get a copy of Part 40?*

You can obtain a copy of Part 40 by contacting our office at 202.366.3784 or from our website at: [http://www.dot.gov/ost/dapc/NEW\\_DOCS/Part40.doc](http://www.dot.gov/ost/dapc/NEW_DOCS/Part40.doc).

## *Is there a website that gives me easy access to all the DOT’s program requirements?*

Yes. Most things you and others who help you with your program need to know about the drug and alcohol testing requirements are available on our website at: <http://www.dot.gov/ost/dapc>. There is also an “Employer Page” at: <http://www.dot.gov/ost/dapc/employer.html>.



## Section II. Identifying Employees Needing To Be Tested

### *Who are safety-sensitive employees and why are they tested?*

Pilots, truck drivers, subway operators, ship captains, pipeline controllers, airline mechanics, locomotive engineers, and bus drivers are just some of the transportation workers that we depend upon to be as clear-headed and as alert as possible at all times. As a safety agency, the DOT can demand nothing less. Use of illegal drugs and misuse of alcohol are not compatible with performing these vital functions. The history of our program began with some fatal accidents that illegal drug use or alcohol misuse helped to cause. Congress passed a law – the Omnibus Transportation Employees Testing Act of 1991 – that requires DOT Agencies to test safety-sensitive transportation workers.

This table lists the types of safety-sensitive duties subject to DOT drug and alcohol testing:

<b>Transportation Industry</b>	<b>Safety-Sensitive Duties</b>
<b>Commercial Motor Carriers (FMCSA)</b>	Commercial Drivers License (CDL) holders who operate a Commercial Motor Vehicle.
<b>Aviation (FAA)</b>	Flight crew, flight attendants, flight instructors; air traffic controllers at facilities not operated by the FAA or under contract to the U.S. military; aircraft dispatchers; aircraft maintenance or preventative maintenance personnel; ground security coordinators and aviation screeners.
<b>Railroad (FRA)</b>	Persons who perform duties subject to the Hours of Service laws; such as, locomotive engineers, trainmen, conductors, switchmen, locomotive hostlers/helpers, utility employees, signalmen, operators and train dispatchers.
<b>Public Transportation (FTA)</b>	Operators of revenue service vehicles, CDL-holding operators of non-revenue service vehicles, vehicle controllers, revenue service vehicle mechanics, firearm-carrying security personnel.
<b>Pipeline (PHMSA)</b>	Persons who perform operations, maintenance, or emergency response function on a pipeline or LNG facility regulated under part 192, 193, or 195.
<b>Maritime (USCG) [Follows Part 40 for drug testing, <u>not</u> alcohol testing.]</b>	Crewmembers operating a commercial vessel.



## Section III. Program Policies and Assigning Responsibilities

### *Do I need to have written policies that explain my program?*

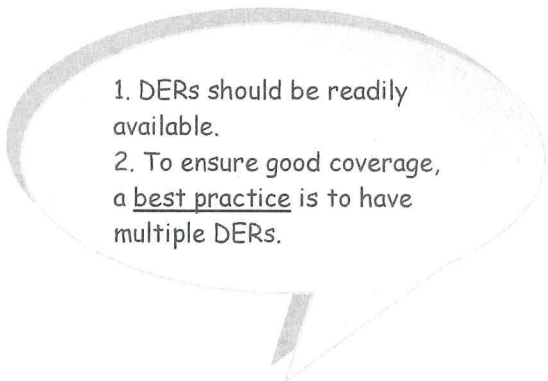
Yes. The DOT Agencies and USCG require employers covered under their regulations to have policies in place that fully explain their drug and alcohol program. Not only must you have policies, but you must also make them available to employees covered under your DOT program.



You can find DOT Agency and USCG policy requirements at [Appendix A](#).

### *What is a DER and what does a DER do?*

The Designated Employer Representative (DER) is your key employee for many drug and alcohol program functions. The DER must be a company employee. DERs cannot be contractors or service agents. The only exception is when C/TPAs function as DERs for owner-operator truck drivers.

- 
1. DERs should be readily available.
  2. To ensure good coverage, a best practice is to have multiple DERs.

The DER gets test results from the Medical Review Officer (MRO) and Breath Alcohol Technician (BAT) and takes immediate action to remove employees from their safety-sensitive duties when they violate drug and alcohol testing rules, such as test positive or refuse a test. A company may have more than one DER to ensure adequate coverage on all shifts and at all locations, with perhaps a drug and alcohol program manager to coordinate the entire program and assure consistency among DERs. As an employer, you must give your service agents the DER contact information in case they need to speak directly with the DER without delay.

The DER should have knowledge of and authority to make decisions about the testing process and answer questions about it. Again, the primary job of the DER is to ensure the appropriate and timely removal of an employee from safety-sensitive duties.

### *What are my options in administering my DOT drug and alcohol testing program?*

There are three general ways in which you can run your DOT drug and alcohol testing program:

**Option 1:** Administer the program internally. You would have on your own staff urine specimen collectors and Screening Test Technicians (STTs) / BATs, MROs, and Substance Abuse Professionals (SAPs) and support staff to run the program. The testing laboratory would be the only part of your program outside your own organization.

**Option 2:** Outsource some of the program functions to service agents. For example, you could have your own MRO and SAP but contract with urine specimen collectors and STTs / BATs to perform the collections, while keeping a support staff to run the program.

**Option 3:** Outsource all of the program's functions to a vendor, called a "consortium" or a "third-party administrator" (C/TPA), with only a DER and the DER's support staff, if any, remaining in-house.



**NOTE:** As an owner-operator in the motor carrier industry, FMCSA regulations require you to belong to a C/TPA to ensure your compliance with random testing.

### *Can I have my own company testing program in addition to my DOT testing program?*

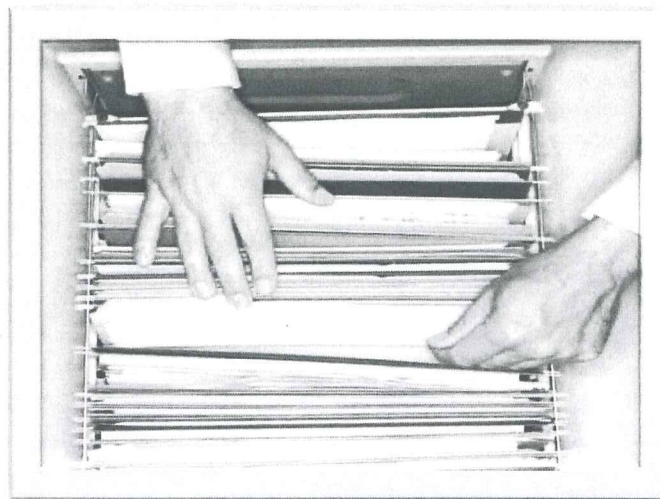
You may have your own "company authority" testing program. Under a non-DOT program, you could test for other drugs of your choosing. Therefore, you would not be prohibited by DOT from testing for additional

drugs under your own authority – under your non-DOT company policy testing. Nor would DOT prohibit you from using non-urine specimens under your non-DOT program.

1. In your drug and alcohol testing policy, you must be very clear about which requirements are under **DOT authority** and which are under your **company authority**.
2. You must also keep DOT test records **separated** from your company-authority test records.

However, you would need to follow Part 40 and the appropriate DOT Agency and USCG regulations and totally separate your DOT testing from your non-DOT company policy testing. For example, if you conduct DOT and non-DOT tests of an employee following an accident, you must ensure that the DOT urine collection for drugs and DOT test for alcohol are accomplished first. Then you would let the employee know the DOT portion was completed and that you will now be conducting a company policy test. In addition, you must

not use the Federal Drug Testing Custody and Control Form (CCF) or the DOT Alcohol Testing Form (ATF) for your non-DOT testing. You would use non-Federal and non-DOT forms.



## Section IV. Selecting Service Agents and Their Roles

### *What is a service agent and how can a service agent assist me?*

A service agent is any person outside your company that you use to help you implement the DOT regulations. These might include a urine collector, a BAT, an STT, a laboratory, an MRO, a SAP, or a C/TPA in charge of coordinating your testing services.

You can use a service agent to administer part or all of your DOT drug and alcohol testing program. If you use a service agent, you should take a “hands-on” approach, and you should not assume the service agent will do everything right.



Are your service agents qualified? When was the last time you checked their training records and the quality of work they do?

### *Should I enter into a contract with a service agent?*

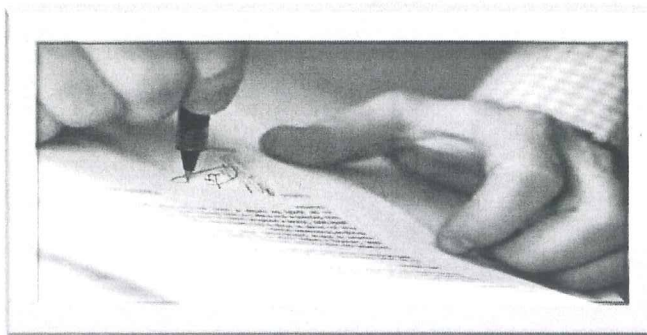
1. A **best practice** is to stay in touch with your service agents to make sure they are keeping you in compliance.

2. Another **best practice** is for you to audit the work of your service agents from time to time.

It is up to you whether or not to use a service agent. If you use service agents, the rules do not require a written contract, but having a written contract makes good business sense. A contract should include how and where services will be provided, prices, and who will do what and when. To protect yourself, you should include a provision in the contract that allows you to replace the service agent if the service agent isn't providing services that comply with DOT rules.

Be a smart buyer. You should ask questions to make sure the service agent is providing the kind of service you want and need. For example, if a C/TPA is providing a network of collection sites, will the C/TPA verify the qualifications of the collectors and evaluate

the integrity of the collection sites? Will it act as an intermediary in resolving collection site issues? Will the C/TPA use a scientifically valid way of making selections for random testing? How often will the C/TPA perform random selections? How quickly does the C/TPA's MRO provide results after a test?





*Who are the service agents and what are their responsibilities in DOT's testing program?*

This chart lists most of the types of service agents that work in the DOT drug and alcohol testing program and their responsibilities:

<b>Type of Service Agent</b>	<b>Responsibilities</b>	<b>Where can I find their qualifications?</b>
<b>Urine Collector</b>	Collect urine specimens using Part 40 procedures, ship the specimens to Department of Health and Human Services (HHS) certified laboratories for analysis, and distribute copies of the CCF to the laboratory, MRO, employer, and employee in a timely and confidential manner. The collector is required to maintain collection site security and integrity (see <a href="#">Appendix B</a> and <a href="#">video</a> .)	49 CFR Part 40 Section 40.33
<b>Laboratory</b>	Receive, analyze, and report laboratory confirmed results <u>only</u> to MROs. The laboratory <u>must</u> be certified by the HHS.	49 CFR Part 40 Section 40.81
<b>Medical Review Officer (MRO)</b>	Receive laboratory confirmed urine drug test results; determine whether there is a legitimate medical explanation for a laboratory-confirmed positive, adulterated, or substituted result; and review and report a verified result to the employer in a timely and confidential manner.	49 CFR Part 40 Section 40.121
<b>Screening Test Technician (STT)</b>	Conduct an alcohol screening test (i.e., the first test given to an employee). It can be either a breath or saliva test. The STT documents the test result on an ATF and transmits the results to the employer in a timely and confidential manner.	49 CFR Part 40 Section 40.213
<b>Breath Alcohol Technician (BAT)</b>	Conduct alcohol screening and confirmation tests (i.e., the second test given to an employee whose screening test result is .02 or above) by collecting and analyzing breath specimens using an approved screening device and an evidential breath testing (EBT) device, document the results of the test on a DOT ATF, and transmit the results to the employer in a timely and confidential manner.	49 CFR Part 40 Section 40.213

Type of Service Agent	Responsibility	Where can I find their qualifications?
<b>Substance Abuse Professional (SAP)</b>	Evaluate employees who have violated DOT drug and alcohol regulations and make recommendations concerning education, treatment, follow-up testing, and aftercare. The SAP determines if the employee demonstrates successful compliance with the recommended education and treatment.	49 CFR Part 40 Section 40.281
<b>Consortium / Third Party Administrator (C/TPA)</b>	A service agent who coordinates a variety of drug and alcohol testing services for employers. These services can include random selections; preparation of annual Management Information System (MIS) reports; and coordinating urine collections, laboratory testing, MRO services, alcohol testing, and SAP evaluations. A C/TPA must ensure the services it provides comply with DOT regulations and that its service agents are qualified.	49 CFR Part 40 Subpart Q



For important pointers for selecting service agents, see [Appendix C](#).



## Section V. Employee and Supervisor Education and Training

### *What educational materials do I need to give to my employees?*

You must provide employees who perform DOT safety-sensitive functions materials that explain the DOT requirements. You must document that they received the materials. At the very least, you should include:

- ◆ The name and contact information of persons assigned to answer questions about the program.
- ◆ The duties of the employees who are subject to the program.
- ◆ Employee conduct that is prohibited by the regulations.
- ◆ The requirement that employees must be tested for drugs and alcohol.
- ◆ When and under what circumstances employees will be tested.
- ◆ The testing procedures that will be used.
- ◆ An explanation of what constitutes a refusal to test.
- ◆ An explanation of the consequences of refusing a test.
- ◆ The consequences of violating the DOT rules.
- ◆ Information on the effects of drugs and alcohol on a person's health, work, and personal life.
- ◆ The signs and symptoms of drug use and alcohol misuse.
- ◆ The name and contact information of an individual or organization that can provide counseling and access to treatment programs.

There are also training requirements for supervisors and other officials about reasonable suspicion and reasonable cause testing:

Type of Training	Duration	Documentation of training required?	Recurring training required?
<b>Indicators of Probable Drug Use</b>	1 Hour	Yes	Recommended as Best Practice
<b>Indicators of Probable Alcohol Use</b>	1 Hour	Yes	Recommended as Best Practice



Employers must follow other requirements that DOT Agencies and USCG rules have for employee and supervisor education and training.



FRA also requires supervisors to have at least 1 hour of post-accident training.

## Section VI. Drug and Alcohol Testing Requirements

### *What specimens are collected for DOT drug and alcohol tests?*

DOT drug tests are conducted only using urine specimens. DOT alcohol screening tests are conducted using either breath or saliva. DOT alcohol confirmation tests must be conducted using Evidential Breath Testing Devices (EBTs) that only analyze breath.



In addition to urine testing for drugs, the FRA also requires blood specimens for its Post-Accident testing.



The USCG permits collection of blood specimens for its Serious Marine Incident (SMI) testing.

### *Where must I have DOT urine specimens analyzed?*

DOT urine specimens can only be tested at drug testing laboratories certified by the HHS. There are no “point of contact” or “instant” tests permitted by the DOT. All specimens must be urine.

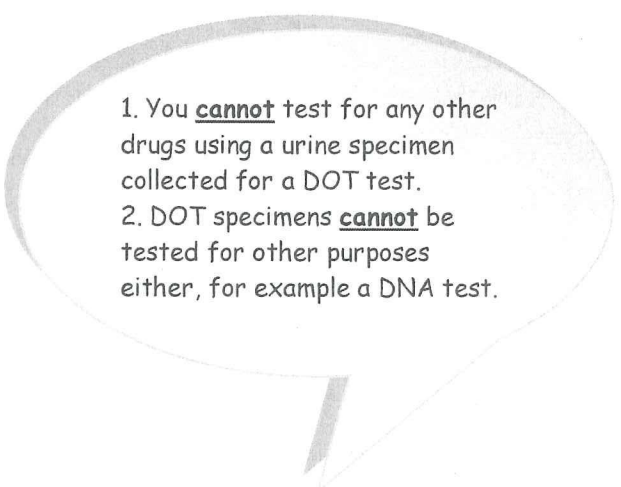


You can find the current HHS laboratory listing at:  
[http://workplace.samhsa.gov/DrugTesting/Level\\_1\\_Pages/CertifiedLabs.html](http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/CertifiedLabs.html)

### *For what drugs does DOT require me to test?*

DOT urine specimens are analyzed for the following drugs or drug metabolites:

- ◆ Marijuana metabolites / THC
- ◆ Cocaine metabolites
- ◆ Phencyclidine (PCP)
- ◆ Amphetamines, Methamphetamine, and Methylenedioxymethamphetamine (MDMA)
- ◆ Opiate metabolites [Codeine, Morphine, and Heroin]



1. You **cannot** test for any other drugs using a urine specimen collected for a DOT test.
2. DOT specimens **cannot** be tested for other purposes either, for example a DNA test.

## What types of DOT tests must I conduct?

You must give employees the following kinds of tests, when called for by DOT Agency and USCG rules:

- ◆ Pre-employment
- ◆ Random
- ◆ Reasonable Suspicion / Reasonable Cause
- ◆ Post-Accident
- ◆ Return-to-Duty
- ◆ Follow-up

Here are explanations about each type of test:

### **PRE-EMPLOYMENT**

**Drug Tests:** You are required to: (1) Conduct a pre-employment drug test; and (2) Receive from the MRO a negative test result on the pre-employment drug test for a person prior to hiring or prior to using that person in a safety-sensitive position for the first time. This requirement also applies when a current employee is transferring from a non-safety sensitive position to a safety-sensitive job for the first time.

**Alcohol Tests:** Unless you are regulated by the USCG, you may conduct pre-employment alcohol testing under DOT authority, but only if two conditions are met: (1) The pre-employment alcohol testing must be accomplished for all applicants [and transfers], not just some; and (2) The testing must be conducted as a post-offer requirement – meaning you must inform the applicant that he or she has the job if he or she passes a DOT alcohol test.



The FAA has specific "prior-to-hire" and "transfer into safety-sensitive function" requirements. They also require employers to receive MRO written confirmation of negative pre-employment drug test results. Check FAA regulations for details.



The FRA has a one-time pre-employment drug test requirement for each employee subject to the "Hours of Service" laws. Check FRA regulations for details.



The FTA requires employees who have been removed from the random testing pool and out of work for 90 or more days to have pre-employment tests upon return.

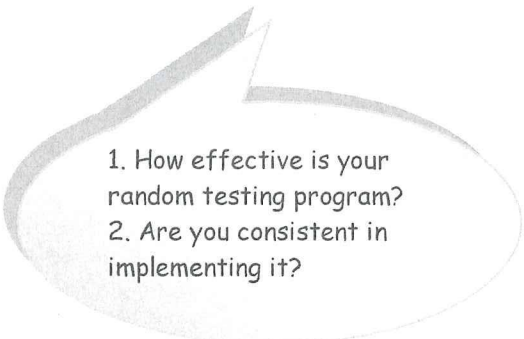


The USCG requires employees who have not been subject to random drug testing for at least 60 days of the last 185 days to be pre-employment tested.



## **RANDOM**

Random tests are the key part of your program since they deter employees from using drugs and misusing alcohol. Unless you are regulated by FRA, you don't need to submit a random testing plan to DOT. However, it is a good idea for you to have a written plan to help you to objectively and consistently apply your program.

- 
1. How effective is your random testing program?
  2. Are you consistent in implementing it?

Each DOT Agency sets the random rates for drug and alcohol testing in the industry it regulates. These testing rates are minimums. You can choose to set higher random testing rates for your company.

So if a DOT Agency requires a drug testing rate of 50% and an alcohol testing rate of 10%, then an employer with 100 safety-sensitive employees would have to ensure that 50 or more random drug tests and 10 or more random alcohol tests were conducted during the calendar year.

This doesn't mean that you necessarily will give random drug tests to 50 different employees or random alcohol tests to 10 different employees. Some might be picked and tested more than once, and others not at all. It's just that each time there is a random selection, all employees have an equal chance to be selected and tested.

That's the deterrent factor!

What makes random testing so effective is the element of surprise. While employees know they will be tested, they are never quite sure of when. Random selections and testing should be performed at least quarterly. Some employers are selecting and testing more frequently. We think that is a good idea.

Employers and C/TPAs subject to more than one DOT Agency drug and alcohol testing rule may combine covered DOT safety-sensitive employees into a single random pool (for example, train engineers and truck drivers). However, companies doing so must test at or above the highest minimum annual random testing rates established by the DOT Agencies involved. So, if you have FMCSA regulated- and FRA regulated-employees in the same pool, and FMCSA has a 50% testing rate and FRA has a 25% rate, you must test the whole pool at the 50% minimum rate.

It is important to note that PHMSA and USCG do not authorize random alcohol testing for employees in the pipeline and maritime industries. So, if employees perform only pipeline or maritime duties, they cannot be in any DOT-regulated random alcohol testing pool.



You can find the current DOT Agency and USCG random testing rates at:  
<http://www.dot.gov/ost/dapc/rates.html>.



Check out "Best Practices for DOT Random Drug and Alcohol Testing" at:  
[http://www.dot.gov/ost/dapc/testingpubs/random\\_testing\\_brochure.pdf](http://www.dot.gov/ost/dapc/testingpubs/random_testing_brochure.pdf).

**REASONABLE SUSPICION / REASONABLE CAUSE**

You are required to conduct a test for drugs or alcohol [or both] if a trained supervisor or trained company official believes or suspects an employee is under the influence of drugs or alcohol [or both]. The supervisor or company official must have been trained to recognize the signs and symptoms of drug and alcohol use. Testing cannot be required based solely on a guess or hunch or complaint from another person or phone call tip. The suspicion must be based on specific observations by the supervisor or company official concerning the employee’s current appearance, behavior, speech, and smell that are usually associated with drug or alcohol use.



The reasonable suspicion / reasonable cause observations of the supervisor or company official must be documented.



The FRA requires two supervisors - at least one of whom is trained and on site - to make the testing determination. FAA does not require the determination to be face-to-face.

**POST-ACCIDENT**

You are required by the DOT Agencies and USCG to conduct drug and alcohol tests following qualifying accidents. The following table summarizes post-accident time-frames and specimens that must be collected:

<b>DOT Agency</b>	<b>Specimen Type</b>	<b>Time Frame for Collection</b>
<b>FMCSA, FAA, FTA, PHMSA, USCG</b>	Urine for <u>drug</u> testing.	Up to 32 hours from time of event.
<b>FMCSA, FAA, FTA, PHMSA</b>	Saliva or breath for <u>alcohol screening</u> ; breath for <u>alcohol confirmation</u> testing.	Within 2 hours, but cannot exceed 8 hours from time of event.
<b>FRA</b>	Urine for <u>drug</u> testing. Blood for <u>drug</u> and <u>alcohol</u> testing.	Up to 4 hours from time of event, but may exceed time frame to collect specimen – in every case, a blood and urine specimen must be collected.
<b>USCG</b>	Breath, Saliva, or Blood for <u>alcohol</u> testing.	Within 2 hours of the event. Up to 8 hours may be allowed if there are safety concerns to be addressed.

The supervisor at the scene of the accident/event should know the testing criteria and make a good faith effort decision to test or not test based on the information available at the time. The supervisor may consult with others, but the supervisor is the person who has to make the decision. If the testing cannot happen within the required time, the supervisor must document the reasons. Any employee required to be tested but needs medical assistance, must get the needed medical assistance first.



You can find the DOT Agency and USCG post-accident testing criteria at Appendix D.



Railroads must provide FRA the results of any breath alcohol tests that were accomplished.



FRA also requires collection of identified tissue and blood specimens from all employees who die as a result of the qualifying event.



FAA does not require a supervisor to be on-scene.

### **RETURN-TO-DUTY AND FOLLOW-UP**

When an employee tests positive or refuses a test or violates other provisions of DOT Agency and USCG testing regulations, that employee cannot work again in DOT safety-sensitive positions until successfully completing the SAP return-to-duty requirements in Part 40.

After successfully completing the SAP requirements, the employee may be eligible to return to work. But, before an employer can return the person to work in a safety-sensitive job, a SAP must determine that the employee successfully complied with the recommended treatment and education. The employee must then have a **return-to-duty test** and the test result must be **negative**.

The SAP will also develop the employee's **follow-up testing plan** – outlining for the employer the number and frequency of follow-up testing that will take place.

You are then responsible for ensuring that the employee is tested according to the SAP's follow-up plan. These tests can be for drugs or alcohol or both.

The SAP must direct at least 6 follow-up tests in the first 12 months after the person returns safety-sensitive duties. However, the SAP can direct more tests and may extend them for up to five years.

1. Don't forget, these tests are the **employer's responsibility** to conduct.
2. Follow-up tests must be **unannounced**.
3. You **cannot** let the employee know anything about your SAP's plan for follow-up testing.
4. You **cannot** substitute other tests (such as random testing) for follow-up testing.
5. Return-to-duty and follow-up drug testing **must** be under **direct observation**.



Under FRA regulations, locomotive engineers are subject to both drug and alcohol follow-up tests in the first 12 months.

## How do I notify employees they have been selected for testing?

Every employee should be discreetly notified that they have to go for a test. Testing must be conducted in strict confidence with only a limited number of company officials having knowledge of the selection. You should have procedures in place to ensure that each employee receives no advanced notice of selection.

*Why?* Because it helps maintain the element of surprise!

But, be sure to allow enough time before notification for supervisors to schedule for administration of the test and to ensure that collection sites are open for testing.

## After I notify the employees of their selection, how long do I give them to get to the collection site?

When an employee is notified, he or she must proceed immediately to the collection site. Contrary to the *urban legends* circulating among some employees, *immediately* does not mean two hours. *Immediately* means that after notification, all the employee's actions must lead to an immediate specimen collection.

*Why?* For the integrity of the testing process!

Have best practice procedures in place to make sure the employee reports directly to the collection site without a chance to prepare to cheat on the test:

1. If possible, accompany employees to collection sites.
2. Do not allow employees to go unescorted to their lockers, personal vehicles, or work stations after notification.
3. When possible, arrange to have collectors and BATs come to the work site to collect specimens - without alerting employees to their presence.
4. If collections are off site and unescorted, establish an expected time of arrival.

Many employers develop testing policies that clearly state what activities are acceptable after notification. For instance, which safety-sensitive duties DOT Agency regulations may permit them to complete when selected for a random test. For example, if an employee is notified of a random test while working "~~off site~~" or "~~on the road~~," your policies should spell-out exactly what the employee must do before resuming safety-sensitive functions. That way there is no misunderstanding among employees about what is expected.



Make it clear to your employees that there are consequences for failing to appear for any test within a reasonable time.



For pre-employment and return-to-duty testing, ensure that the applicant or employee knows the specific date, time, and location of the test.

### *What forms are required for DOT testing and who issues them?*

The *Federal Drug Testing Custody and Control Form* must be used for DOT drug tests and the *Department of Transportation Alcohol Testing Form* must be used for DOT alcohol tests. There are various vendors that supply these forms to employers, collectors, and STTs and BATs. Laboratories and C/TPAs usually provide forms to collection sites and manufacturers of alcohol testing devices usually provide forms to STTs and BATs – of course, there is a cost associated with printing the forms.



You can find CCFs and ATFs at: <http://www.dot.gov/ost/dapc/documents.html>



The FRA requires the use of a specific form for its Post-Accident testing. You can find it at: <http://www.fra.dot.gov/downloads/safety/F618074.PDF>



The USCG allows the use of a specific form - CG-719P - to report periodic test results. You can find it at: <http://www.uscg.mil/STCW/index.htm>

### *What is split specimen testing and who pays for it?*

At the collection site, a collector will pour an employee's urine into two separate bottles – Bottle A [Primary] and Bottle B [Split]. The collector sends both to the laboratory where Bottle A gets tested. If the MRO reports the employee's test result as positive or as a refusal to test because it was adulterated or substituted, the MRO will offer the employee an opportunity to have the Bottle B – the Split – tested at another laboratory. The split test is an independent way to determine if the primary test results were accurate.

1. Payment arrangements for the split specimen should be worked out in advance.
2. The decision of who pays is left to the employer and employees.
3. But, ultimately it is the **employer's responsibility** to ensure the split test takes place **without delay**.

The employee has 72 hours to request the split test. Upon getting the request, the MRO must immediately have the primary laboratory send the split to another HHS-certified laboratory for testing. Congress gave the employee the right to have the split tested, so if the employee asks to have the split tested, the test must happen no matter who pays for it. No one can insist on payment before the test occurs, either. However, it is between you and the employee who ultimately will pay. It is your responsibility to get the test accomplished without delay and regardless of who pays.

Some employers make a decision to pay for the split testing. Others have agreements to share the cost with the employee. We know of other employers who agree to pay if the split specimen fails to reconfirm the primary specimen's results; and the employee pays if the split result turns out to be same as the primary result. Payment can be also taken from the employee's paycheck – even if it's the last paycheck with you. But under no circumstances can you hold up a split from being tested while waiting for payment.

## What are "blind specimens" and am I required to submit them?

DOT requires you to send quality control specimens – or blind specimens – to the laboratory or laboratories you use as one way of making sure that testing is accurate. Some blind specimens will have known amounts of drugs or contaminants in them, and some will contain no drugs or contaminants. To ensure that laboratories cannot tell a blind specimen from any other, blinds have to be sealed, identified, and packaged just like the real thing. Your MRO will compare the known results with the laboratory results.

You can submit the blind specimens yourself or you can have a service agent – such as a C/TPA – do it for you. Figuring out if you have to submit blinds and how many to send and when, can be a little difficult. That is why the DOT does not make employers with less than 2000 safety-sensitive employees send them in. C/TPAs serving less than 2000 total covered employees don't have to send any in, either.

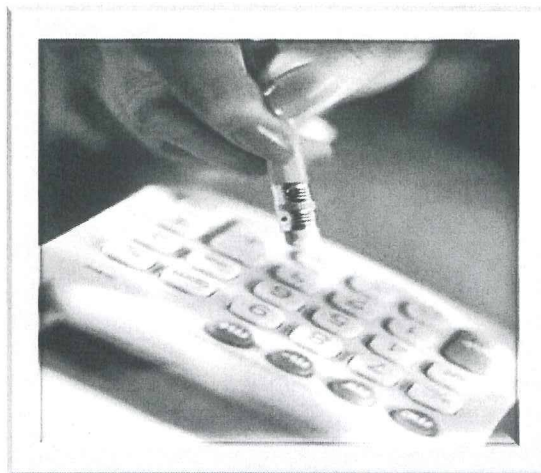
For the rest of you – employers with, and C/TPAs serving, more than 2000 covered employees – here are some of the ground-rules for sending in blind specimens:

- ◆ Don't send them to laboratories that test less than 100 specimens annually for you.
- ◆ The number of blinds should equal 1% of the total specimens you send to the laboratory.
- ◆ The number of blinds you need to send to any laboratory is capped at 50 per quarter.
- ◆ 75% of your blinds must be certified as negative.
- ◆ 15% must be positive for one or more drugs for which DOT required you to test.
- ◆ 10% must be adulterated and / or substituted.
- ◆ They must be submitted throughout the calendar year.
- ◆ CCFs accompanying blinds to the laboratory must be filled-out like any other CCF.



You can find makers of blind specimens on the HHS website:

<http://workplace.samhsa.gov/DrugTesting/pdf/BlindSampleSuppliers081409.pdf>



## Section VII. Employer Actions When Employees Violate the Rules

*What must I do when an employee tests positive, or refuses a test, or has some other violation of DOT Agency or USCG regulations?*

You must immediately remove the employee from safety-sensitive functions and give the employee a list of qualified SAPs. This list must have SAPs who are suitable to you and readily available to the employee. Instead of a list of SAPs, you may provide the name and phone number of a SAP network that will offer qualified SAPs to the employee when they contact the employee or the employee calls them.



Double-check to make sure your SAP meets all the DOT's Part 40 qualification requirements. These include checking for credentials, training, and examination.



NOTE: When an applicant fails or refuses a pre-employment DOT test, you cannot let the applicant perform safety-sensitive duties for you, and you must provide a SAP listing to the applicant.



You cannot charge an applicant or an employee for the SAP list, and you may have your TPA or another service agent provide the list.

*Can I fire an employee who tests positive or refuses a test?*

That's your decision, subject to your policies and applicable legal or collective bargaining requirements. DOT rules don't decide this for you. The same goes for other personnel decisions – like other disciplinary action, hiring, suspensions, or leaves of absence. What our rules require is that **no one who violates a rule can perform safety-sensitive functions again until successfully completing the SAP return-to-duty process.**

*Other than giving the SAP listing, am I required to provide SAP and treatment services to employees?*

No. The DOT does not require you to provide SAP evaluation services or any of the SAP's recommended education or treatment for an employee who has violated a DOT drug and alcohol regulation.

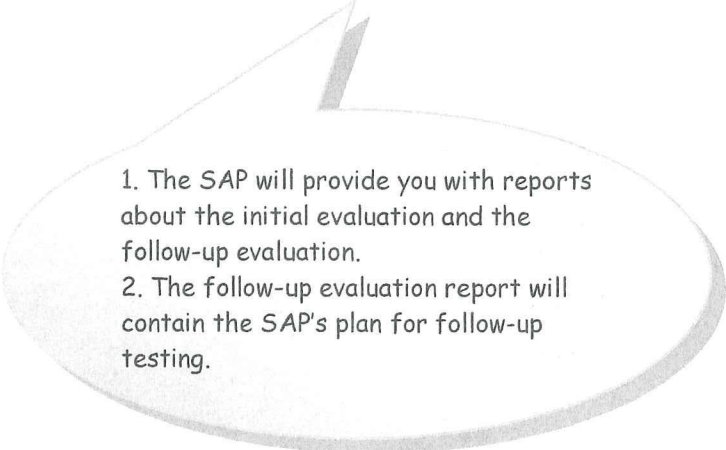
However, if you offer that employee an opportunity to return to a DOT safety-sensitive duty following a violation, you must, before the employee again performs that duty, ensure that the employee received a SAP evaluation and the employee successfully complied with the SAP's evaluation recommendations.

*What is involved in an employee's SAP return-to-duty process?*

The SAP makes a face-to-face clinical assessment and evaluation to figure out what assistance is needed by the employee to resolve problems with drug use and alcohol misuse. Next, the SAP refers the employee to an appropriate program for education or treatment, or both. Following that, the SAP conducts another face-to-face evaluation – the follow-up evaluation – to determine if the employee actively participated in the program and

has demonstrated successful compliance with the initial assessment and evaluation recommendations. For this review, the SAP must have conferred with the education and treatment program and should have any reports and materials they provided for review.

You should receive from the SAP an initial evaluation letter outlining the treatment and education recommendations. Your second letter from the SAP should include the SAP's clinical characterization of the employee's level of participation in treatment and education and a statement about whether or not the employee demonstrated successful compliance with the program. If the employee successfully complied with the SAP's recommendations, this letter should also contain any plans for aftercare treatment and a follow-up testing plan.

- 
1. The SAP will provide you with reports about the initial evaluation and the follow-up evaluation.
  2. The follow-up evaluation report will contain the SAP's plan for follow-up testing.



You can find the DOT's SAP Guidelines at:

[http://www.dot.gov/ost/dapc/testingpubs/SAP Guide Aug09.doc](http://www.dot.gov/ost/dapc/testingpubs/SAP%20Guide%20Aug09.doc).

### *Can I confer with a SAP about the employee's testing without having the employee's permission?*

Yes you can! The DOT authorizes you and the SAP to confer about the employee's DOT testing— no employee permission needed. This also includes the SAP getting information from you even if you fired the employee. The information the SAP obtains from the employer may help determine the best course of treatment or education, or both for the employee.

### *Do I need to verify an employee's prior drug and alcohol testing history?*

Yes! Before you hire or transfer someone into a safety-sensitive position, you must check the person's DOT drug and alcohol testing history. You need to check with any DOT-regulated company that employed the person during the past two years – unless you are regulated by FMCSA, FAA, or FRA. FMCSA requires a three-year records check for drivers; FAA requires a five-year records check for pilots; and FRA requires a five-year records check for locomotive engineers.

You must get the person's written consent to seek the information from other employers. The person must list all previous and current employers within the last two, three, or five years, as appropriate. If the person doesn't do so, or refuses to sign the consent form, you cannot allow the person to perform safety-sensitive functions.

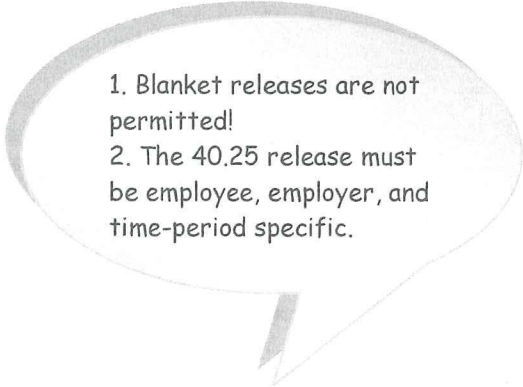
Keep in mind that the consent must be a specific release authorizing the new employer to receive testing information from a specific former or current employer about a specific employee. It cannot be a "blanket" release: For example, it cannot have multiple employers on one release form; it must be employee-specific; it must be employer-specific; and it must be time-period specific.





Also, the consent cannot be part of another DOT requirement such as a motor vehicle check, credit history, or criminal background check. The consent needs to be an original signed form for each identified DOT regulated employer needing to provide testing information.

If possible, you must obtain and review the testing history before the employee first performs safety-sensitive functions for you. If this is not feasible, you must obtain and review the information as soon as possible. However, you must not permit the employee to perform safety-sensitive functions after 30 days from the date on which the employee first performed safety-sensitive functions unless you have obtained, or made and documented a good faith effort to obtain, the information from previous employers.



If the information you receive shows that the person violated DOT rules, you must make sure that the employee has successfully completed the DOT return-to-duty process before permitting the person to perform safety-sensitive duties.



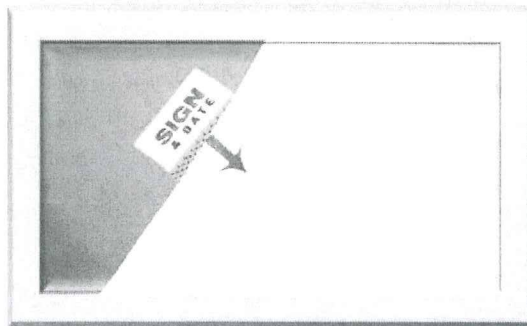
The requirements for these releases are in Part 40, at Section 40.25. For a sample employee 40.25 consent form, see Appendix E.

*Can I use a service agent to help obtain or provide an employee's prior drug and alcohol testing history?*

Yes. You may use a service agent to help with this information. If you use a service agent to obtain the information on your behalf, the service agent must also be identified on the release form along with your employer identifying information. If you use a service agent to provide the information to a gaining employer, the service agent cannot withhold the information pending payment.



Service agents maintaining testing information for DOT regulated employers cannot disclose employee test information to other parties unless the employee provides a specific written consent to do so, unless DOT says otherwise in Part 40 [at 40.331].



## What exactly is a refusal to test and who determines it?

The DOT regulations outline refusals to test for drugs and alcohol. Some refusals are determined by MROs and BATs and STTs. For others, the determination is your responsibility. All have clear instructions from DOT. You must base your decisions on these DOT instructions and NOT on personal opinions about whether the employee is a long-time reliable worker; has ever tested positive or refused a test; was correctly selected for the test; or claims to have misunderstood the collector's instructions to remain at a collection site, among others.

Here's a list of Part 40 refusals and the DOT regulation instructions for handling them:

Event	Decision Maker	DOT Instructions
<b>Fail to appear at a urine collection site when directed to report</b>	<b>Employer / DER *</b> [after review of the collector documentation]	If the employee did not get to the site or spent too much time getting there, it is a refusal.
<b>Fail to remain at the urine collection site</b>	<b>Employer / DER *</b> [after review of the collector documentation]	If the collector reports that the employee left the collection site before the testing process was complete, it is a refusal.
<b>Fail to provide a urine specimen</b>	<b>Employer / DER *</b> [after review of the collector documentation]	If the collector reports that the employee left the collection site before providing a required specimen, it is a refusal.
<b>Fail to permit a monitored or observed urine collection</b>	<b>Employer / DER *</b> [after review of the collector documentation]	If the employer ordered an observed collection or if the collector required the collection to be monitored or observed, it is a refusal if the employee does not permit it to occur.
<b>Fail to provide a sufficient amount of urine</b>	<b>MRO</b>	If the MRO finds that there was no medical reason for the employee to provide an insufficient amount of urine, it is a refusal.
<b>Fail or decline to take an additional drug test the employer or collector has directed</b>	<b>Employer / DER *</b> [after review of the collector documentation]	If the employer or collector directs the employee to take an additional test, as required or permitted by the DOT, and the employee does not, it is a refusal.

Event	Decision Maker	DOT Instructions
<p><b>Fail to undergo a medical examination or evaluation the MRO or employer has directed</b></p>	<p><b>MRO</b></p>	<p>If the employee does not go in for a medical evaluation or does not permit it to occur, it is a refusal.</p>
<p><b>Fail to cooperate with any part of the urine collection process</b></p>	<p><b>Employer / DER *</b> [after review of the collector documentation]</p>	<p>Some examples of failure to cooperate are when the employee:</p> <ol style="list-style-type: none"> <li>1. Refuses to empty pockets when directed;</li> <li>2. Behaves in a confrontational manner that disrupts the collection process;</li> <li>3. Refuses to remove hat, coat, gloves, coveralls when directed; or</li> <li>4. Fails to wash hands when directed.</li> </ol>
<p><b>For an observed collection, fail to follow the instructions to raise and lower clothing and turn around</b></p>	<p><b>Employer / DER *</b> [after review of the collector documentation]</p>	<p>If the employee does not follow these instructions so that the observer can check for prosthetic or other devices that could be used to interfere with the collection process, it is a refusal.</p>
<p><b>Possess or wear a prosthetic or other device that could be used to interfere with the collection process</b></p>	<p><b>Employer / DER *</b> [after review of the collector documentation]</p>	<p>If the employee is found to have or wear a prosthetic or other device designed to carry clean urine or a urine substitute, it is a refusal.</p>
<p><b>Admit to the collector to having adulterated or substituted the specimen</b></p>	<p><b>Employer / DER *</b> [after review of the collector documentation]</p>	<p>If the employee, during the collection process, admits to having tampered with his or her specimen, it is a refusal</p>
<p><b>Adulterate or substitute a urine specimen</b></p>	<p><b>MRO</b></p>	<p>If the laboratory reports a confirmed adulterated or substituted specimen to the MRO and the MRO determines there is no medical reason for the result, it is a refusal.</p>

Event	Decision Maker	DOT Instructions
<b>Admit to the MRO to having adulterated or substituted the specimen</b>	<b>MRO</b>	If the employee, during a medical review, admits to having tampered with his or her specimen, it is a refusal.
<b>Fail to appear for an alcohol test when directed to report</b>	<b>Employer / DER *</b> [after review of the STT or BAT documentation]	If the employee did not get to the alcohol test site or spent too much time getting there, it is a refusal.
<b>Fail to remain at the alcohol test site</b>	<b>Employer / DER *</b> [after review of the STT or BAT documentation]	If the STT or BAT reports that the employee left the collection site before the testing process was complete, it is a refusal.
<b>Fail to provide an adequate amount of saliva or breath</b>	<b>Employer / DER *</b> [after review of the STT or BAT documentation]	If the STT or BAT reports that the employee left the alcohol testing site before providing a required amount of saliva or breath, it is a refusal.
<b>Fail to provide a sufficient breath specimen</b>	<b>Evaluating Physician</b>	If the evaluating physician finds that there was no medical reason for the employee to provide an insufficient amount of breath, it is a refusal.
<b>Fail to undergo a medical examination or evaluation as the employer has directed as part of the insufficient breath procedures</b>	<b>Employer / DER</b>	If the employee does not go in for a medical evaluation or does not permit it to occur, it is a refusal.

Event	Decision Maker	DOT Instructions
<p align="center"><b>Fail to sign the certification statement at Step 2 of the ATF</b></p>	<p align="center"><b>Employer / DER *</b> [after review of the STT or BAT documentation]</p>	<p>If the employee does not agree to have a test accomplished by signing Step 2 of the ATF, it is a refusal.</p>
<p align="center"><b>Fail to cooperate with any part of the alcohol testing process</b></p>	<p align="center"><b>Employer / DER *</b> [after review of the STT or BAT documentation]</p>	<p>One example of failing to cooperate is when the employee behaves in a confrontational manner that disrupts the alcohol testing process.</p>

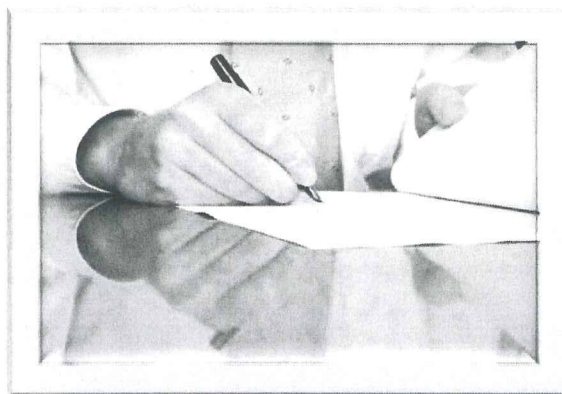
**\*IMPORTANT NOTE:** When a collector for a drug test, or an STT or BAT for an alcohol test, reports a refusal event to the DER, the **EMPLOYEE MUST IMMEDIATELY BE REMOVED FROM SAFETY-SENSITIVE DUTIES**, and after that you [or the DER] must verify if the employee actually refused the test based upon the documentation provided and DOT's instructions. When you [or the DER] determine that there is a refusal, do not return the employee to safety-sensitive duties until the SAP return-to-duty process is successfully completed.

In extremely rare cases for which you [or the DER] determine there is not a refusal, you [or the DER] must document your decision and your solid reasoning for it. You must maintain this documentation for a DOT Agency or USCG representative in the event of an inquiry or inspection.

Remember, your decision could be overturned by the DOT, a DOT Agency, or the USCG. So, as a safeguard to ensure that you make the correct determination, you ought to consult with your MRO on collection site refusals – the MRO is, after all, the “Gatekeeper” for the drug testing process.



**NOTE:** An MRO's refusal determination is final and not subject to your review. Also, an evaluating physician's refusal determination for an employee's insufficient breath is final and not subject to your review.



## Section VIII. Record Keeping and Data Collection Requirements

### *What drug and alcohol records do I need to keep?*

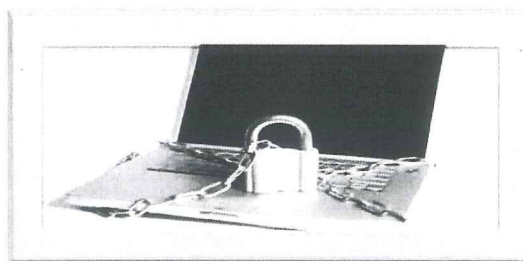
You have to maintain comprehensive records related to your program. That way, you can fully account for your program when you are inspected or audited by DOT Agencies or USCG. In addition, you will have the records that you might have to produce for court cases and arbitration hearings. Your service agents can maintain these documents for you. DOT published the “Employer Record Keeping Requirements for Drug and Alcohol Testing Information,” and it is available on our website. The document goes into far more detail than we can give you here.



You can find the employer records keeping document on our website at:  
[http://www.dot.gov/ost/dapc/testingpubs/Recordkeeping Requirements.pdf](http://www.dot.gov/ost/dapc/testingpubs/Recordkeeping%20Requirements.pdf)

The minimum record keeping requirements are highlighted in this chart:

Schedule	Type of Records
<p><b>Five Years</b></p>	<p>Records of alcohol test results indicating an alcohol concentration of 0.02 or greater;</p> <p>Records of verified positive drug test results;</p> <p>Documentation of refusals to take required alcohol and drug tests (including substituted or adulterated drug test results);</p> <p>Annual MIS Report;</p> <p>SAP reports; and</p> <p>All follow-up tests and schedules for follow-up tests.</p> <p>[<b>Aviation employers</b> must keep commercial pilot positive, negative, and refusal records for 5 years because of the Pilot Record Improvement Act <u>and</u> must keep employee dispute records.]</p> <p>[<b>Pipeline operators</b> and motor carrier companies must maintain EBT calibration records for 5 years.]</p>



Schedule	Type of Records
<b>Three Years</b>	<p>Information obtained from previous employers under §40.25 concerning drug and alcohol test results of employees.</p> <p>[<b>Pipeline operators</b> must keep supervisor and employee <u>drug</u> training records; and records related to the drug collection process.]</p>
<b>Two Years</b>	<p>Records of the inspection, maintenance, and calibration of EBTs; and</p> <p>Records related to the alcohol and drug collection process. These include, documents related to random selections, reasonable suspicion determinations, and post accident determinations; medical evaluations for insufficient amounts of urine and breath; and supervisor and employee education and training records.</p> <p>[<b>Motor carriers</b> must keep supervisor, employee, BAT, and STT education and training records for two years <u>after</u> the person ceases those specific functions.]</p> <p>[<b>Railroads</b> must keep records of negative and cancelled drug test results and alcohol test results with a concentration of less than 0.02 because of FRA regulations <u>and</u> must keep employee dispute records.]</p> <p>[<b>Pipeline operators</b> must keep supervisor and employer <u>alcohol</u> training records.]</p>
<b>One Year</b>	<p>Records of negative and cancelled drug test results and alcohol test results with a concentration of less than 0.02.</p> <p>[<b>Railroads</b> must keep these records for two years.]</p>

*Where and how should I keep my drug and alcohol testing records?*

You should keep testing records in locations with controlled access (for example, in locked cabinets and in rooms requiring access by sign in, lock and key or security code). Only employees with an official “need to know” should have access to these records and be allowed in these areas. You can keep the records at your place of business or a service agent may keep them for you.

If you store your records electronically, you must make sure they are easily accessible, legible, formatted, and stored in an organized and reviewable manner. If electronic records do not meet these criteria, at the request of DOT agency or USCG representatives, you must convert them to printed documentation in a rapid and readily auditable manner.



You must make them available at your principal place of business when they are requested by the DOT, a DOT Agency, or USCG. For example, if you are a motor carrier and an FMCSA investigator requests your records, you must provide them within two business days.



For most DOT Agencies and USCG, you must keep original copies of CCFs and ATFs even if you store them electronically.



If your records are maintained by a service agent who goes out of business, you must request that they send the records to another service agent of your choosing or to you - and they must do so.

### *What are the requirements for sending annual data reports to DOT?*

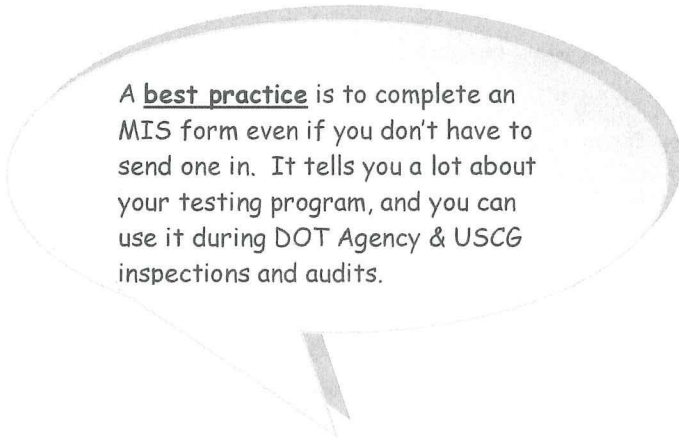
You might have to send data reports, but it will depend upon on which regulations you are to follow. The following chart contains the DOT Agency and USCG specific instructions on submitting the Management Information System drug and alcohol statistical testing data:

<b>DOT Agency</b>	<b>MIS Submission Requirements</b>
<b>FMCSA</b>	Employers must submit upon request from FMCSA. [49 CFR Part 382.403]
<b>FAA</b>	Each part 121 certificate holder and each employer with 50 or more safety-sensitive employees must submit each calendar year; and  Employers with 49 or fewer safety-sensitive employees must submit upon request from FAA. [14 CFR Part 120.119] [14 CFR Part 120.219(b)]
<b>FRA</b>	Employers with 400,000 or more annual employee hours must submit each calendar year. [49 CFR Part 219.800]



DOT Agency	MIS Submission Requirements
FTA	Employers must submit upon request from FTA. [49 CFR Part 655.72]
PHMSA	Employers with more than 50 covered employees must submit each calendar year; and  Employers with 50 or fewer covered employees must submit upon request from PHMSA. [49 CFR Part 199.119 &.229]
USCG	Employers must submit each calendar year; and  C/TPAs may report on behalf of their member clients as an aggregate report. [46 CFR Part 16.500]

The DOT Agencies and USCG would like you to submit the MIS data via the Internet, if you can. That way you don't have to submit a hard copy. Plus, the Internet entry helps you get the math correct.



You may use a service agent to help you complete and submit the MIS form, but you must ensure its accuracy.

If you have to submit an MIS report to the DOT Agency or USCG, you must have it in by March 15<sup>th</sup>. *For example: If you were required to submit your company's 2007 drug and alcohol MIS testing data, you would have until March 15, 2008 to get it in.*



You can find the MIS form, instructions, and Internet links for submitting it at: <http://www.dot.gov/ost/dapc/mis.html>.



If you are covered under the FTA rules, you must complete and maintain MIS reports every year even if you don't have to send it in.

*What should I do with the semi-annual statistical summaries I receive from my laboratory or my C/TPA?*

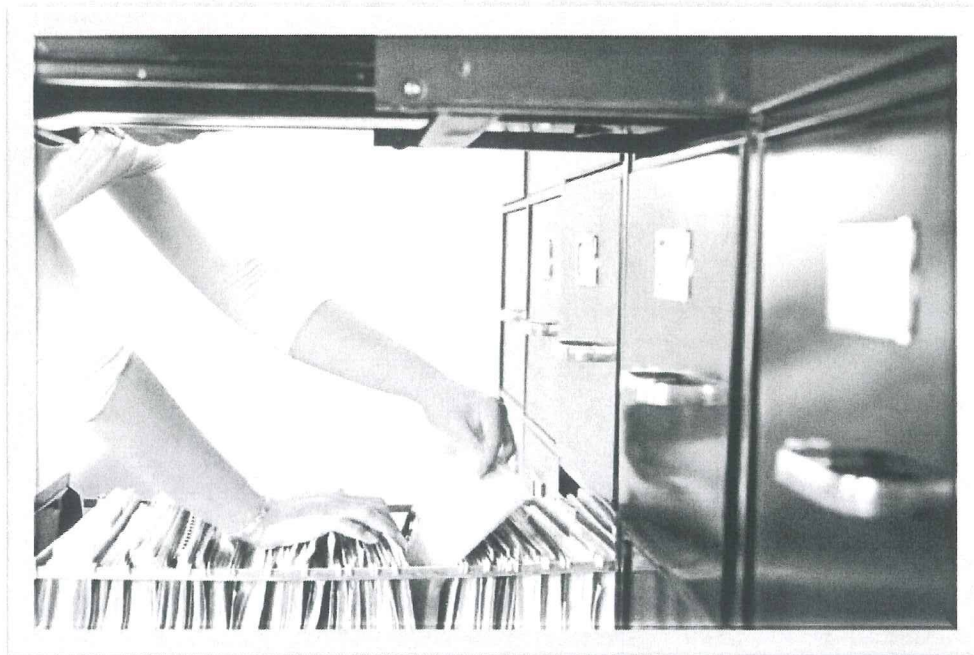
You should expect to get reports directly from laboratories twice a year about the testing they do for you. If you are served by a C/TPA, your summary may be going to them first. If so, you need to make sure the C/TPA forwards it on to you. The laboratory should not be sending C/TPAs a “lump summary” for all the employers served by the C/TPA, but should be sending employer-specific reports. This is the report you should receive. Note that if you conduct fewer than five tests during the report period, you will not receive a summary.

These laboratory reports are valuable to you. They will provide you with a window into your drug testing program. You can compare them to your own statistical reporting, billing records from collectors and MROs, and CCFs and results reports you receive. Let these laboratory reports work for you.

This chart shows some examples:

<b>Example</b>	<b>Action</b>
<b>Your laboratory report shows 480 random tests but your random selection records show that you made 500 selections.</b>	Find the reason for the discrepancy and correct any problems to ensure you are in compliance with the required random testing rate.
<b>Your laboratory report shows that you had 100 tests but you payment records indicate that your collector billed you for 110 tests.</b>	Check with your collection site to see if they billed you correctly.
<b>Your laboratory report shows one test positive for PCP, but your MRO did not report a verified PCP positive test result for any employee.</b>	<ol style="list-style-type: none"> <li>1. Check with your MRO to make sure the PCP test was not “downgraded” to negative – that would have been a mistake.</li> <li>2. Check with the MRO to see if the PCP test result was cancelled by the MRO because of a “fatal flaw” or because a “correctable flaw” was not corrected.</li> </ol>

Example	Action
<p><b>Your laboratory report shows 25 cancelled tests because of "fatal flaws" but you were not made aware of any.</b></p>	<ol style="list-style-type: none"> <li>1. Check with the MRO to find out the reasons for the cancellations.</li> <li>2. If they are due to collector errors, you must ensure that the collector had "error correction training."</li> <li>3. Consider changing collection services.</li> </ol>
<p><b>Your laboratory report shows 10 negative specimens that were also dilute.</b></p> <ol style="list-style-type: none"> <li><b>1. Your policy is to have employees with negative dilute results return to collection sites for another collection; and</b></li> <li><b>2. For low level negative dilutes, the DOT requires immediate recollection under direct observation.</b></li> </ol> <p><b>But neither of these recollections occurred.</b></p>	<ol style="list-style-type: none"> <li>1. Reiterate with your DER and your MRO what your policy is for negative dilute specimens.</li> <li>2. Because <u>DOT requires</u> employees with specific low level negative-dilutes to be recollected under direct observation, check with the MRO to see if any results were in the this range. If the results were in this range <u>and</u> the employees were not recollected under direct observation, you must order the recollections immediately.</li> </ol>



## Section IX. Program Compliance and Inspections / Audits

### *Who must make sure my program meets DOT requirements?*

Keep in mind that no matter how you decide to manage your DOT required drug and alcohol program, as the employer, you are responsible for compliance. If you use a service agent – for example, a collector, BAT, MRO, or SAP – and the service agent fails to comply with DOT rules, DOT can take action against you. Yes, you can be fined or you can lose your Federal funding. You must be in compliance with Part 40 as well as the appropriate DOT Agency or USCG regulation.

### *What can happen to service agents who don't comply with DOT rules?*

If you think a service agent providing services to you isn't complying with DOT rules, you can fire that service agent and find someone else who does comply. DOT rules also allow DOT to prohibit a service agent that makes very serious errors from working for DOT employers. This is known as the "Public Interest Exclusion," or "PIE," process. And in some cases, the service agent can be fined for non-compliance.

### *How do I report a service agent who is not complying with Part 40?*

Report the service agent to the program manager of the DOT agency that regulates you and provide vital information. For example, if you wish to report a collection site for non-compliance, be prepared to provide the name and phone number of the collector, the name and location of the collection site, and what you think they did wrong.



For a list of DOT Agency and USCG program managers, see Appendix F or check out this website: <http://www.dot.gov/ost/dapc/oamanagers.html>

### *What can I expect during a DOT Agency or USCG audit, inspection, investigation, or compliance review?*

The purpose of an audit, inspection, investigation or compliance review is to verify that you are complying with Part 40 and appropriate DOT Agency and USCG regulations, and applicable Federal laws. DOT program evaluators also determine whether your key personnel and service agents understand the program and implement your program correctly. In order to identify your program's strengths and weaknesses, program evaluators will determine:

- ◆ If your program is in compliance with the appropriate DOT testing regulations;
- ◆ Whether or not you are appropriately following your DOT company policies;
- ◆ How correctly your service agents and program personnel carry-out their responsibilities;
- ◆ Whether or not your employees and supervisors receive appropriate education and training;
- ◆ Whether employees were removed from performance of duty following violations; and
- ◆ Whether or not you and your service agents have maintained adequate documentation.



Check out Appendix G. It highlights most - but not all - the records the DOT Agencies and USCG will likely request and review.

### *But, I have more questions?*

ODAPC is available to help answer anyone's questions regarding Part 40. You can visit our website at: <http://www.dot.gov/ost/dapc> to "Ask ODAPC" a question or to view frequently asked questions, official interpretations of the regulations, and regulatory guidelines. Also, a very comprehensive "Employer Page" is on our website at: <http://www.dot.gov/ost/dapc/employer.html>.

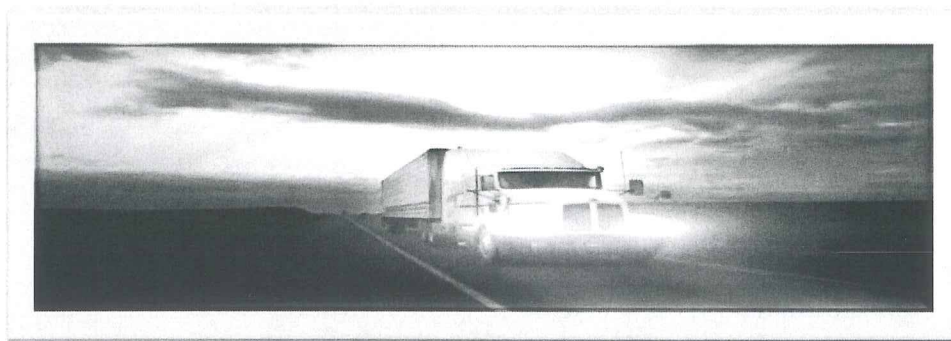
You can find more specific information about the DOT Agency and USCG requirements at: <http://www.dot.gov/ost/dapc/testingpubs/Program Facts.doc>; and their manager contact information is at Appendix F and at: <http://www.dot.gov/ost/dapc/oamanagers.html>.



## Appendix A – Company DOT Testing Policy Requirements

The DOT Agencies and USCG require employers to have written policies for their DOT testing programs. At a minimum, these policies must contain specific information required by the appropriate DOT Agency or USCG. Your policies must clearly delineate between the items and actions which are required by DOT and which are required by the company or employer. Here is a listing of DOT Agency and USCG requirements and where you can find them in the regulations.

DOT Agency	Policy Requirements
<p><b>FMCSA</b></p>	<p><b>49 CFR Part 382.601(b)</b> – A company’s DOT policy must contain the following:</p> <ol style="list-style-type: none"> <li>1. The identity of the person designated by the employer to answer driver questions about the materials.</li> <li>2. The categories of drivers who are subject to the provisions of this part.</li> <li>3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the work day the driver is required to be in compliance.</li> <li>4. Specific information concerning driver conduct that is prohibited by Part 382.</li> <li>5. The circumstances under which a driver will be tested for alcohol and/or controlled substances under this part, including post-accident testing under §382.303(d).</li> <li>6. The procedures that will be used to test for the presence of alcohol and controlled substances, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver, including post-accident information, procedures and instructions required by §382.303(d).</li> <li>7. The requirement that a driver submit to alcohol and controlled substances tests administered in accordance with Part 382.</li> <li>8. An explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences.</li> <li>9. The consequences for drivers found to have violated subpart B of this part, including the requirement that the driver be removed immediately from safety-sensitive functions, and the procedures under Part 40, Subpart O.</li> <li>10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04.</li> <li>11. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and or referral to management.</li> </ol> <p><b>This FMCSA website has suggestions and a checklist for motor carrier policy development:</b>  <a href="http://www.fmcsa.dot.gov/safety-security/safety-initiatives/drugs/chap03.htm">http://www.fmcsa.dot.gov/safety-security/safety-initiatives/drugs/chap03.htm</a></p>



DOT Agency	Policy Requirements
<p style="text-align: center;"><b>FAA</b></p>	<p><b>14 CFR Part 120</b> – Employers must have a policy on drug use in the workplace and an alcohol misuse policy.</p> <p><b>120.115(b)(2)</b>  <b>Policy on Drug Use in the Workplace</b>  The employer's policy on drug use in the workplace shall include information regarding the consequences under the rule of:</p> <ol style="list-style-type: none"> <li>1. Using drugs while performing safety-sensitive functions.</li> <li>2. Receiving a verified positive drug test result.</li> <li>3. Refusing to submit to a drug test required under the rule.</li> </ol> <p><b>120.223(a)</b>  <b>Alcohol Misuse Policy</b>  The employer's policy on alcohol misuse must include a detailed discussion of at least the following:</p> <ol style="list-style-type: none"> <li>1. The identity of the person designated by the employer to answer employee questions about the materials.</li> <li>2. The categories of employees who are subject to the provisions of these alcohol testing requirements.</li> <li>3. Sufficient information about the safety-sensitive functions performed by those employees to make clear what period of the work day the covered employee is required to be in compliance with these alcohol testing requirements.</li> <li>4. Specific information concerning employee conduct that is prohibited by this chapter.</li> <li>5. The circumstances under which a covered employee will be tested for alcohol under this subpart.</li> <li>6. The procedures that will be used to test for the presence of alcohol, protect the employee and the integrity of the breath testing process, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.</li> <li>7. The requirement that a covered employee submit to alcohol tests administered in accordance with this subpart.</li> <li>8. An explanation of what constitutes a refusal to submit to an alcohol test and the attendant consequences.</li> <li>9. The consequences for covered employees found to have violated the prohibitions in this chapter, including the requirement that the employee be removed immediately from performing safety-sensitive functions, and the process in 49 CFR Part 40, subpart O.</li> <li>10. The consequences for covered employees found to have an alcohol concentration of 0.02 or greater but less than 0.04.</li> <li>11. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and available methods of evaluating and resolving problems associated with the misuse of alcohol; and intervening when an alcohol problem is suspected, including confrontation, referral to any available employee assistance program, and/or referral to management.</li> </ol> <p><b>Optional provisions.</b> The materials supplied to covered employees may also include information on additional employer policies with respect to the use or possession of alcohol, including any consequences for an employee found to have a specified alcohol level, that are based on the employer's authority independent of this subpart. Any such additional policies or consequences must be clearly and obviously described as being based on independent authority.</p>



DOT Agency	Policy Requirements
<p><b>FRA [1 of 5 sections] 219.23</b></p>	<p><b>219.23 Railroad policies.</b> Whenever a breath or body fluid test is required of an employee under this part, the railroad must provide clear and unequivocal written notice to the employee that the test is being required under FRA regulations. Use of the mandated DOT form for drug or alcohol testing satisfies these requirements.</p> <p>Whenever a breath or body fluid test is required of an employee under 219, the railroad must provide clear, unequivocal written notice of the basis or bases upon which the test is required (e.g., reasonable suspicion, violation of a specified operating/safety rule enumerated in subpart D of this part, random selection, follow-up, etc.). Completion of the DOT alcohol or drug testing form indicating the basis of the test (prior to providing a copy to the employee) satisfies this requirement. Use of the DOT form for non-Federal tests is prohibited.</p> <p>Use of approved forms for mandatory post-accident toxicological testing under subpart C of 219 provides the notifications required under this section with respect to such tests. Use of those forms for any other test is prohibited.</p> <p>Each railroad must provide educational materials that explain the requirements of 219, and the railroad's policies and procedures with respect to meeting those requirements.</p> <ol style="list-style-type: none"> <li>1. The railroad must ensure that a copy of these materials is distributed to each covered employee prior to the start of alcohol testing under the railroad's alcohol misuse prevention program and to each person subsequently hired for or transferred to a covered position</li> <li>2. Each railroad must provide written notice to representatives of employee organizations of the availability of this information.</li> </ol> <p><b>Required content.</b> The materials to be made available to employees must include detailed discussion of at least the following:</p> <ol style="list-style-type: none"> <li>1. The identity of the person designated by the railroad to answer employee questions about the materials.</li> <li>2. The classes or crafts of employees who are subject to the provisions of this part.</li> <li>3. Sufficient information about the safety-sensitive functions performed by those employees to make clear that the period of the work day the covered employee is required to be in compliance with this part is that period when the employee is on duty and is required to perform or is available to perform covered service.</li> <li>4. Specific information concerning employee conduct that is prohibited under subpart B of this part.</li> <li>5. In the case of a railroad utilizing the accident/incident and rule violation reasonable cause testing authority provided by this part, prior notice (which may be combined with the notice required by §§219.601(d)(1) and 219.607(d)(1)), to covered employees of the circumstances under which they will be subject to testing.</li> <li>6. The circumstances under which a covered employee will be tested under this part.</li> <li>7. The procedures that will be used to test for the presence of alcohol and controlled substances, protect the employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.</li> <li>8. The requirement that a covered employee submit to alcohol and drug tests administered in accordance with this part.</li> <li>9. An explanation of what constitutes a refusal to submit to an alcohol or drug test and the attendant consequences.</li> <li>10. The consequences for covered employees found to have violated Subpart B of this part, including the requirement that the employee be removed immediately from covered service, and the procedures under §219.104.</li> <li>11. The consequences for covered employees found to have an alcohol concentration of .02 or greater but less than .04.</li> <li>12. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a coworker's); and available methods of evaluating and resolving problems associated with the misuse of alcohol, including utilization of the procedures set forth in subpart E of this part and the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.</li> </ol> <p><b>Optional provisions.</b> The materials supplied to employees may also include information on additional railroad policies with respect to the use or possession of alcohol and drugs, including any consequences for an employee found to have a specific alcohol concentration, that are based on the railroad's authority independent of this part. Any such additional policies or consequences must be clearly and obviously described as being based on independent authority.</p>

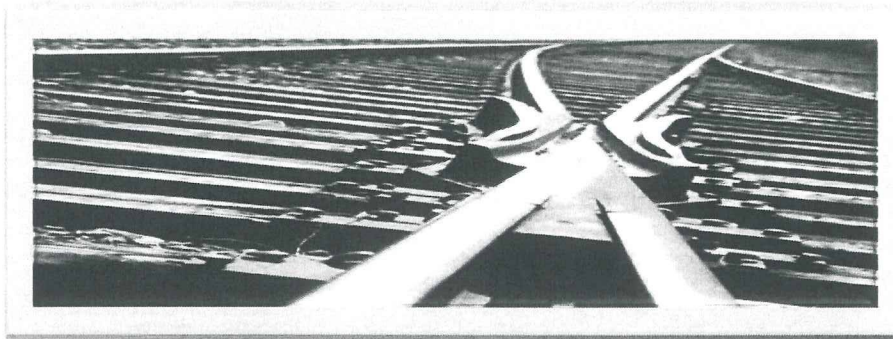


DOT Agency	Policy Requirements
<p>FRA [2 of 5 sections] 219.401</p>	<p><b>219.401 Requirement for policies.</b> Each railroad must adopt, publish and implement:</p> <ol style="list-style-type: none"> <li>1. A policy designed to encourage and facilitate the identification of those covered employees who abuse alcohol or drugs as a part of a treatable condition and to ensure that such employees are provided the opportunity to obtain counseling or treatment before those problems manifest themselves in detected violations of 219 hereafter (<del>—</del>voluntary referral policy"); and</li> <li>2. A policy designed to foster employee participation in preventing violations of this subpart and encourage co-worker participation in the direct enforcement of 219 hereafter, (<del>—</del>co-worker report policy").</li> </ol> <p>A railroad may comply by adopting, publishing and implementing policies meeting the specific requirements of §§219.403 and 219.405 or by complying with §219.407.</p> <p>If a railroad complies with 219 by adopting, publishing and implementing policies consistent with §§219.403 and 219.405, the railroad must make such policies, and publications announcing such policies, available for inspection and copying by FRA.</p> <p>Nothing in this section may be construed to—</p> <ol style="list-style-type: none"> <li>1. Require payment of compensation for any period an employee is out of service under a voluntary referral or co-worker report policy;</li> <li>2. Require a railroad to adhere to a voluntary referral or co-worker report policy in a case where the referral or report is made for the purpose, or with the effect, of anticipating the imminent and probable detection of a rule violation by a supervising employee; or</li> <li>3. Limit the discretion of a railroad to dismiss or otherwise discipline an employee for specific rule violations or criminal offenses, except as specifically provided by this subpart.</li> </ol>

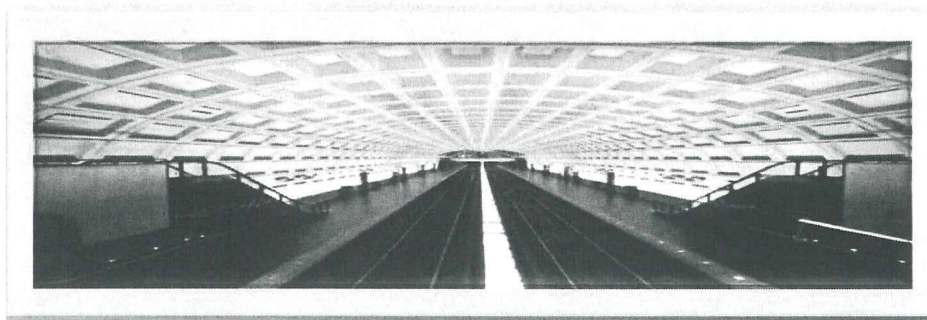
DOT Agency	Policy Requirements
<p>FRA [3 of 5 sections] 219.403</p>	<p><b>219.403 Voluntary referral policy.</b>  This section prescribes minimum standards for voluntary referral policies. Nothing in this section restricts a railroad from adopting, publishing and implementing a voluntary referral policy that affords more favorable conditions to employees troubled by alcohol or drug abuse problems, consistent with the railroad's responsibility to prevent violations of §§219.101 and 219.102.</p> <p>A voluntary referral policy must include the following provisions:</p> <ol style="list-style-type: none"> <li>1. A covered employee who is affected by an alcohol or drug use problem may maintain an employment relationship with the railroad if, before the employee is charged with conduct deemed by the railroad sufficient to warrant dismissal, the employee seeks assistance through the railroad for the employee's alcohol or drug use problem or is referred for such assistance by another employee or by a representative of the employee's collective bargaining unit. The railroad must specify whether, and under what circumstances, its policy provides for the acceptance of referrals from other sources, including (at the option of the railroad) supervisory employees.</li> <li>2. Except as may be provided under the optional provisions (below), the railroad treats the referral and subsequent handling, including counseling and treatment, as confidential.</li> <li>3. The railroad will, to the extent necessary for treatment and rehabilitation, grant the employee a leave of absence from the railroad for the period necessary to complete primary treatment and establish control over the employee's alcohol or drug problem. The policy must allow a leave of absence of not less than 45 days, if necessary for the purpose of meeting initial treatment needs.</li> <li>4. Except as may be provided under the optional provisions (below), the employee will be returned to service on the recommendation of the substance abuse professional. Approval to return to service may not be unreasonably withheld.</li> <li>5. With respect to a certified locomotive engineer or a candidate for certification, the railroad must meet the requirements of §240.119(e).</li> </ol> <p><b>Optional provisions.</b>  A voluntary referral policy may include any of the following provisions, at the option of the railroad:</p> <ol style="list-style-type: none"> <li>1. The policy may provide that the rule of confidentiality is waived if— <ol style="list-style-type: none"> <li>a. The employee at any time refuses to cooperate in a recommended course of counseling or treatment; and/or</li> <li>b. The employee is later determined, after investigation, to have been involved in an alcohol or drug-related disciplinary offense growing out of subsequent conduct.</li> </ol> </li> <li>2. The policy may require successful completion of a return-to-service medical examination as a further condition on reinstatement in covered service.</li> <li>3. The policy may provide that it does not apply to an employee who has previously been assisted by the railroad under a policy or program substantially consistent with this section or who has previously elected to waive investigation under §219.405 (co-worker report policy).</li> <li>4. The policy may provide that, in order to invoke its benefits, the employee must report to the contact designated by the railroad either: <ol style="list-style-type: none"> <li>a. During non-duty hours (i.e., at a time when the employee is off duty); or</li> <li>b. While unimpaired and otherwise in compliance with the railroad's alcohol and drug rules consistent with this subpart.</li> </ol> </li> </ol>

DOT Agency	Policy Requirements
<p>FRA [4 of 5 sections] 219.405</p>	<p><b>219.405 Co-worker report policy.</b> This section prescribes minimum standards for co-worker report policies. Nothing in this section restricts a railroad from adopting, publishing and implementing a policy that affords more favorable conditions to employees troubled by alcohol or drug abuse problems, consistent with the railroad's responsibility to prevent violations of §§219.101 and 219.102.</p> <p><u><b>Employment relationship.</b></u> A co-worker report policy must provide that a covered employee may maintain an employment relationship with the railroad following an alleged first offense under this part or the railroad's alcohol and drug rules, subject to the conditions and procedures contained in this section.</p> <p><u><b>General conditions and procedures.</b></u></p> <ol style="list-style-type: none"> <li>1. The alleged violation must come to the attention of the railroad as a result of a report by a co-worker that the employee was apparently unsafe to work with or was, or appeared to be, in violation of 219 or the railroad's alcohol and drug rules.</li> <li>2. If the railroad representative determines that the employee is in violation, the railroad may immediately remove the employee from service in accordance with its existing policies and procedures.</li> <li>3. The employee must elect to waive investigation on the rule charge and must contact the substance abuse professional within a reasonable period specified by the policy.</li> <li>4. The substance abuse professional must schedule necessary interviews with the employee and complete an evaluation within 10 calendar days of the date on which the employee contacts the professional with a request for evaluation under the policy, unless it becomes necessary to refer the employee for further evaluation. In each case, all necessary evaluations must be completed within 20 days of the date on which the employee contacts the professional.</li> </ol> <p><u><b>When treatment is required.</b></u> If the substance abuse professional determines that the employee is affected by psychological or chemical dependence on alcohol or a drug or by another identifiable and treatable mental or physical disorder involving the abuse of alcohol or drugs as a primary manifestation, the following conditions and procedures apply:</p> <ol style="list-style-type: none"> <li>1. The railroad must, to the extent necessary for treatment and rehabilitation, grant the employee a leave of absence from the railroad for the period necessary to complete primary treatment and establish control over the employee's alcohol or drug problem. The policy must allow a leave of absence of not less than 45 days, if necessary for the purpose of meeting initial treatment needs.</li> <li>2. The employee must agree to undertake and successfully complete a course of treatment deemed acceptable by the substance abuse professional.</li> <li>3. The railroad must promptly return the employee to service, on recommendation of the substance abuse professional, when the employee has established control over the substance abuse problem. Return to service may also be conditioned on successful completion of a return-to-service medical examination. Approval to return to service may not be unreasonably withheld.</li> <li>4. Following return to service, the employee, as a further condition on withholding of discipline, may, as necessary, be required to participate in a reasonable program of follow-up treatment for a period not to exceed 60 months from the date the employee was originally withdrawn from service.</li> </ol> <p><u><b>When treatment is not required.</b></u> If the substance abuse professional determines that the employee is not affected by an identifiable and treatable mental or physical disorder—</p> <ol style="list-style-type: none"> <li>1. The railroad must return the employee to service within 5 days after completion of the evaluation.</li> <li>2. During or following the out-of-service period, the railroad may require the employee to participate in a program of education and training concerning the effects of alcohol and drugs on occupational or transportation safety.</li> </ol> <p><u><b>Follow-up tests.</b></u> A railroad may conduct return-to-service and/or follow-up tests (as described in §219.104) of an employee who waives investigation and is determined to be ready to return to service under this section.</p>

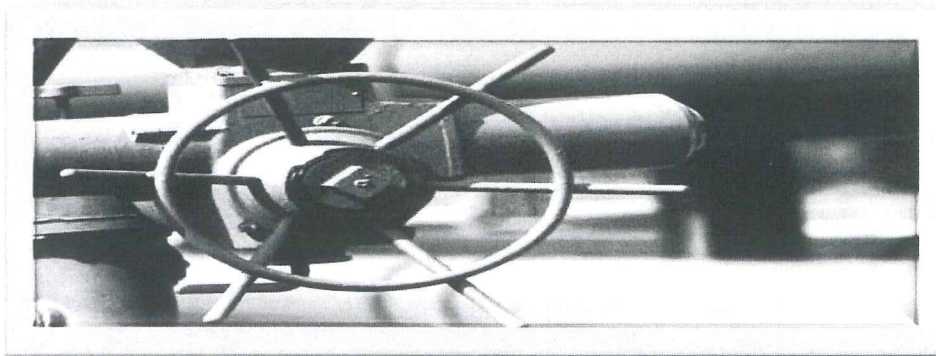
DOT Agency	Policy Requirements
<p><b>FRA [5 of 5 sections]</b> <b>219.407</b></p>	<p><b>219.407 Alternate policies.</b> In lieu of a policy under §219.403 (voluntary referral) or §219.405 (co-worker report), or both, a railroad may adopt, publish and implement, with respect to a particular class or craft of covered employees, an alternate policy or policies having as their purpose the prevention of alcohol or drug use in railroad operations, if such policy or policies have the written concurrence of the recognized representatives of such employees.</p> <p>The concurrence of recognized employee representatives in an alternate policy may be evidenced by a collective bargaining agreement or any other document describing the class or craft of employees to which the alternate policy applies. The agreement or other document must make express reference to this part and to the intention of the railroad and employee representatives that the alternate policy applies in lieu of the policy required by §219.403, §219.405, or both.</p> <p>The railroad must file the agreement or other document described in paragraph b with the Associate Administrator for Safety, FRA. If the alternate policy is amended or revoked, the railroad must file a notice of such amendment or revocation at least 30 days prior to the effective date of such action.</p> <p>This section does not excuse a railroad from adopting, publishing and implementing the policies required by §§219.403 and 219.405 with respect to any group of covered employees not within the coverage of an appropriate alternate policy.</p>



DOT Agency	Policy Requirements
FTA	<p>49 CFR Part 655.15 – The local governing board of the employer or operator shall adopt an anti-drug and alcohol misuse policy statement which are made available to employees and contain the following:</p> <ol style="list-style-type: none"> <li>1. The identity of the person, office, branch and/or position designated by the employer to answer employee questions about the employer's anti-drug use and alcohol misuse programs.</li> <li>2. The categories of employees who are subject to the provisions of Part 655.</li> <li>3. Specific information concerning the behavior and conduct prohibited by Part 655.</li> <li>4. The specific circumstances under which a covered employee will be tested for prohibited drugs or alcohol misuse under Part 655.</li> <li>5. The procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.</li> <li>6. The requirement that a covered employee submit to drug and alcohol testing administered in accordance with Part 655.</li> <li>7. A description of the kind of behavior that constitutes a refusal to take a drug or alcohol test, and a statement that such a refusal constitutes a violation of the employer's policy.</li> <li>8. The consequences for a covered employee who has a verified positive drug or a confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR Part 40.</li> <li>9. The consequences, as set forth in §655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04.</li> <li>10. The re-collection requirements, if any, for dilute specimens.</li> </ol> <p>This FTA website shows model transit policies:  <a href="http://transit-safety.volpe.dot.gov/publications/safety/BestPractices/BestPractices_Policies.pdf">http://transit-safety.volpe.dot.gov/publications/safety/BestPractices/BestPractices_Policies.pdf</a></p>



DOT Agency	Policy Requirements
<p><b>PHMSA</b></p>	<p><b>49 CFR Part 199 – Operators must have an anti-drug plan and an alcohol misuse policy which are made available to employees and contain the following:</b></p> <p><b>199.101 Anti-Drug Plan</b></p> <ol style="list-style-type: none"> <li>1. Methods and procedures for compliance with all the requirements of Part 199, including the employee assistance program.</li> <li>2. The name and address of each laboratory that analyzes the specimens collected for drug testing.</li> <li>3. The name and address of the operator's Medical Review Officer, and Substance Abuse Professional.</li> <li>4. Procedures for notifying employees of the coverage and provisions of the plan.</li> </ol> <p><b>199.239 Misuse of Alcohol Policy</b></p> <ol style="list-style-type: none"> <li>1. The identity of the person designated by the operator to answer covered employee questions about the materials.</li> <li>2. The categories of employees who are subject to the alcohol testing provisions of Part 199.</li> <li>3. Sufficient information about the covered functions performed by those employees to make clear what period of the work day the covered employee is required to be in compliance with the alcohol testing provisions of Part 199.</li> <li>4. Specific information concerning covered employee conduct that is prohibited by this subpart.</li> <li>5. The circumstances under which a covered employee will be tested for alcohol under the alcohol testing provisions of Part 199.</li> <li>6. The procedures that will be used to test for the presence of alcohol, protect the covered employee and the integrity of the breath testing process, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.</li> <li>7. The requirement that a covered employee submit to alcohol tests administered in accordance with the alcohol testing provisions of Part 199.</li> <li>8. An explanation of what constitutes a refusal to submit to an alcohol test and the attendant consequences.</li> <li>9. The consequences for covered employees found to have violated the prohibitions under this subpart, including the requirement that the employee be removed immediately from covered functions, and the procedures under §199.243.</li> <li>10. The consequences for covered employees found to have an alcohol concentration of 0.02 or greater but less than 0.04.</li> <li>11. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a coworker's); and including intervening evaluating and resolving problems associated with the misuse of alcohol including intervening when an alcohol problem is suspected, confrontation, referral to any available EAP, and/or referral to management.</li> </ol>



<b>DOT Agency</b>	<b>Policy Requirements</b>
<b>USCG</b>	<p><b>46 CFR Part 16 – EAP Education Program</b>  16.401(a) – The employer must display and distribute the employer’s policy regarding drug and alcohol use in the workplace.</p> <p><b>Marine Employers Drug Testing Guidance:</b>  Each marine employer is recommended to have a written drug and alcohol testing policy. This policy details a company's position regarding their expectations of their crewmembers with regard to drug and alcohol testing and actions to be taken as a result of drug testing results.</p> <p><b>A. At a minimum, a policy should cover the following topics:</b></p> <ol style="list-style-type: none"> <li>1. That all company personnel, full-time, part-time, year round, seasonal, or contracted, that meet the definition of a crewmember, are subject to U.S. Coast Guard Drug and Alcohol Testing, in accordance with 46 CFR Parts 4 and 16.</li> <li>2. That any crewmember who tests positive or has a drug test violation, will be immediately removed from their safety-sensitive duties.</li> <li>3. Dismissal policy. Nothing in the regulations requires the marine employer to fire a crewmember that tests positive or refuses to test, only that they be removed from their safety-sensitive duties. It is up to each individual employer to decide if a positive test or refusal will result in termination. If so, it needs to be stated in the company policy. It is recommended that phrases that are subjective or open to different interpretations be removed from the policy.</li> <li>4. A referral to a SAP that is used by a marine employer for all drug test violations. The referral shall include the name and contact information for the SAP.</li> <li>5. Policy regarding alcohol use and possession and the consequences for being found aboard a commercial vessel with a blood alcohol concentration greater than or equal to 0.040%.</li> </ol> <p><b>B. Many marine employers incorporate their position regarding the possession of drug paraphernalia, illegal drugs, and use of prescription drugs or over the counter medications in their policy. Additionally, any other employment actions the company plans to take should be spelled out in the policy.</b></p> <p><b>C. It is recommended that each crewmember sign a form stating that they have read and understood the company's drug and alcohol testing policy. This signed acknowledgement should remain on file for as long as the company employs the individual.</b></p> <p><b>Note:</b> It is highly recommended that marine employers have a written policy. The size of the marine employer has no bearing on the recommendation for a written policy.</p> <p><b>This website offers Guidance to Marine Employers:</b>  <a href="http://www.dot.gov/ost/dapc/testingpubs/Marine_Employers_Drug_Testing_Guide_2005.pdf">http://www.dot.gov/ost/dapc/testingpubs/Marine_Employers_Drug_Testing_Guide_2005.pdf</a></p>



## **Appendix B – Collection Site Security and Integrity**

### **DOT's 10 Steps to Collection Site Security and Integrity**

Office of Drug and Alcohol Policy and Compliance

U.S. Department of Transportation



1. Pay careful attention to employees throughout the collection process.
2. Ensure that there is no unauthorized access into the collection areas and that undetected access (e.g., through a door not in view) is not possible.
3. Make sure that employees show proper picture ID.
4. Make sure employees empty pockets; remove outer garments (e.g., coveralls, jacket, coat, hat); leave briefcases, purses, and bags behind; and wash their hands.
5. Maintain personal control of the specimen and CCF at all times during the collection.
6. Secure any water sources or otherwise make them unavailable to employees (e.g., turn off water inlet, tape handles to prevent opening faucets, secure tank lids).
7. Ensure that the water in the toilet and tank (if applicable) has bluing (coloring) agent in it. Tape or otherwise secure shut any movable toilet tank top, or put bluing in the tank.
8. Ensure that no soap, disinfectants, cleaning agents, or other possible adulterants are present.
9. Inspect the site to ensure that no foreign or unauthorized substances are present.
10. Secure areas and items (e.g., ledges, trash receptacles, paper towel holders, under-sink areas, ceiling tiles) that appear suitable for concealing contaminants.



## **Appendix C – Selecting Service Agents**

When selecting service agents, you have to weigh some very important factors.

- ◆ Can the service agent ensure their compliance with DOT regulations and guidelines?
- ◆ Do they have employer references about the quality of their work?
- ◆ Do they provide services during the times and on days you need them?
- ◆ Do their personnel qualifications and training meet DOT requirements?
- ◆ Have their services been shown to pass DOT inspections and audits?
- ◆ Are they cost competitive?
- ◆ If you need full services – for example, you want random selections, collections, alcohol testing, laboratory testing, and MRO work – do they offer a total package plan? On the other hand, if you need only one service – for example, you need only collections – do they offer single services?

The following is a list of the most common service agents and some starting points to help you select them:

### **URINE SPECIMEN COLLECTORS, BATs, AND STTs**

There are a number of things to look for when selecting collectors, BATs, and STTs.

1. Ensure they offer the services you want. For example, do they offer both urine collections and alcohol testing? Will they come onto your worksite if you want them to?
2. Make sure they are open for business at the times you need them to be. Are they open during the times your employees are on duty and may need to have tests? Will remain open if their closing time coincides with an employee presenting an insufficient amount of urine.
3. Make sure they show you training documentation for their personnel.
4. Have them explain their procedures for notifying you or the DER of test results – especially refusals, positive alcohol tests, and problems with employees.
5. Check-out their collection sites for being secure and having site integrity [See [Appendix B](#) and [video](#)].
6. Determine if their facilities are conveniently located, offer parking, and are professional looking.
7. Find out if they have the correct CCFs, ATFs, collection kits, and alcohol test equipment.
8. Ask if they have a fax machine and intend to use it immediately after each DOT collection and alcohol test to appropriately distribute the paperwork.
9. Have them explain their procedures for collecting specimens under direct observation and whether they have same gender observers readily available.
10. Ask if they have DOT's collection guidelines, Part 40, and the DOT poster for collection site security and integrity on the premises.
11. See if they have references from other employers and records of DOT inspections and audits.

A best practice is to visit collection facilities from time to time when your employees are there for tests to see for yourself how the process is going. You may discover that the site does not ensure the integrity of the process or you may find if out they do. You should also talk with your MRO to see how often tests are cancelled because of collector errors. If collection companies are not doing a good job for you, look elsewhere for the service. Don't risk being out of compliance with DOT regulations.

## **DHHS-CERTIFIED DRUG TESTING LABORATORIES**

All DOT drug testing must be done at laboratories certified by the Department of Health and Human Services. So it is your job to contact a laboratory to arrange testing. The HHS publishes monthly a listing of certified laboratories.

You can find them at this webpage:

[http://workplace.samhsa.gov/DrugTesting/Level\\_1\\_Pages/CertifiedLabs.html](http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/CertifiedLabs.html)

If you are working with a C/TPA, it is very likely that the C/TPA will arrange laboratory services for you and will come up with a cost for you. Whether you select the laboratory yourself or have your C/TPA do it, you will find that laboratories offer a variety of price packages. The pricing packages are generally considered bundled pricing or unbundled pricing.

**Bundled** pricing means one price is offered per specimen no matter what. Here it gets a little complicated. There are screening tests, confirmation tests [if screening tests are positive], and tests to see if specimens are adulterated or substituted. There are also tests to see if methamphetamine positive results are because of legitimate reasons. So for bundled pricing, all these tests could be rolled up into a “one-price-fits-all” arrangement.

**Unbundled** pricing means that you pay as you go with a specimen. This “a la carte” pricing will cost you for each test the laboratory has to run. That’s the nature of unbundled pricing.

So, you will want to comparison shop. You will also want to find out if the laboratory will routinely provide CCFs and collection kits to your collection sites. A laboratory’s hours of operation could be important to you – some operate 24 hours a day, seven days a week. You will also want to check to see if they are responsive on critical reporting and discussion issues – your MRO may be the best source for this information.

## **MEDICAL REVIEW OFFICER (MRO)**

The MRO is the “gatekeeper” for your drug testing program. So, choose yours wisely. You will want an MRO who has been certified by one of the major MRO certification organizations. This means the MRO met the credential requirements, was trained in MRO practices, and passed a difficult certification examination.

Two MRO certification organizations make lists of their certified MROs available on the Internet: Medical Review Officers Certification Counsel (MROCC) at: <http://www.mrocc.com/index.htm> and the American Association of Medical Review Officers (AAMRO) at: <http://www.aamro.com/>.

Other resources could be the American Society of Addiction Medicine (ASAM) at: <http://www.asam.org/> and the American College of Occupational and Environmental Medicine (ACOEM) at <http://www.acoem.org/>. If you are working with a C/TPA, it is very likely that the C/TPA will arrange MRO services for you and will come up with a cost for you. If an MRO is part of a C/TPA, you must make certain the laboratory results go directly to the MRO and not to the C/TPA.

An MRO’s hours of operation and whether they have other MROs ready to stand in during vacations and illness could be important to you. Also important is how often they provide direct supervision to their administrative staff who perform important work on negative results or who may facilitate contacting employees for medical reviews of non-negative results. You may also want to find out what training the MRO’s staff has received. The MRO and staff do not have to be at the same location, but this may be

important to you. If you have Spanish speaking employees, you might think a bilingual MRO, or a bilingual person on the MRO's staff, would be a vital requirement.

So, you will want to comparison shop. And don't forget that like laboratories, sometimes MROs bundle their services and will charge you one price per result – no matter if it is negative or positive or a refusal. Others may offer unbundled pricing – for instance, you may be charged more for review of positive results than for review of negatives because the process is much more complicated.

### **SUBSTANCE ABUSE PROFESSIONAL (SAP)**

You have to find qualified SAPs in order to provide a list of them to employees who violate drug and alcohol rules. Many of the same pointers we gave you for selecting your laboratory and MRO will be useful in selecting a SAP. One important factor to keep in mind is the SAP must be acceptable to you and will need to be readily accessible to your employees because their evaluation sessions must be in-person, face-to-face.

To help you find qualified SAPs, we have the SAP training organizations and national counseling associations on our website at: [http://www.dot.gov/ost/dapc/testingpubs/SAPExamSources\\_200708\\_alpha.doc](http://www.dot.gov/ost/dapc/testingpubs/SAPExamSources_200708_alpha.doc) . They are excellent sources for finding qualified SAPs. Simple Internet searches are also useful for finding the larger SAP networks such as: American Substance Abuse Professionals, Inc., National Substance Abuse Professionals Network, and SAP Referral Services. If you are working with a C/TPA, it is very likely that the C/TPA will arrange SAP services for you.

*Note:* If you are covered under FAA or USCG regulations, make sure your SAP is knowledgeable about their special return-to-work requirements.

### **CONSORTIUM/THIRD PARTY ADMINISTRATOR (C/TPA)**

When you turn to a C/TPA to operate your program for you, they are being entrusted with your program's compliance. You will want to ensure that they select the best possible collection sites, laboratories, MROs, and SAPs for you. You will also want to ensure that they know how to do the types of duties laid out in the appropriate DOT Agency or USCG regulations. You may also want to find out how much they know about your industry and your company needs.

*Remember:* If the C/TPA is not in compliance with the regulations, neither are you! Not only that, you will be held accountable for their non-compliance!

So if you have them do your random selections and they don't do them correctly, you have a serious problem. And, if you have them do your urine collections and the collection site does not have measures in place to ensure the integrity of the collection, you have a serious problem.

Figuratively speaking, C/TPAs stand in the shoes of the employer. Therefore, you must ensure they know what they are doing and that the services they offer not only fit your needs but follow Part 40 and the appropriate DOT Agency regulations. Tell them, "No short cuts, please!" You may also want your contract with them to read that they pay for any fines levied on you by a DOT Agency or USCG for their mistakes.

There are several items to look for when selecting a C/TPA to assist you in administering your program. For example:

1. Are they known to systematically review and evaluate the work of their service agents, such as collection sites and collectors?

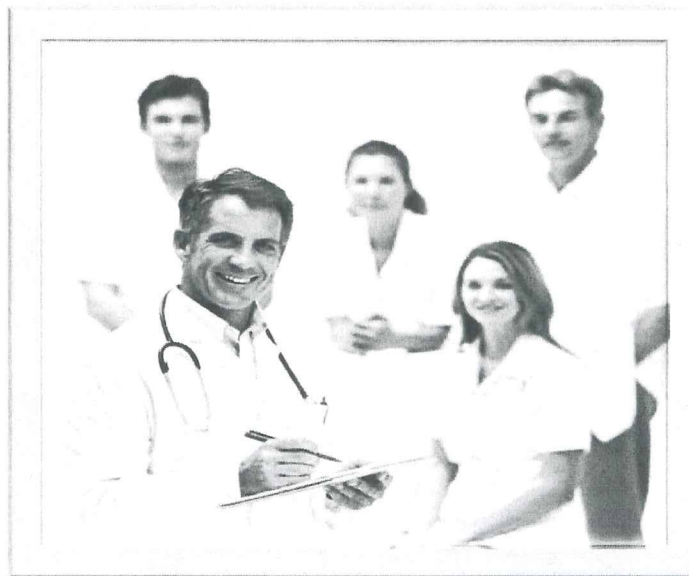
2. How do they ensure that their service agents have the latest DOT regulations and guidance?
3. Do they maintain the training and qualification records of their service agents?
4. Which testing records will they maintain on your behalf?
5. If they conduct your random testing program, how often are the selections made?
6. Can they provide you with a random testing plan outlining how the program works?
7. Is their point of contact person available during times and days you need?
8. If you have a question about the regulations, will they have someone there to answer?
9. Do they offer to review your account with you on a monthly basis?
10. Are they willing to discuss concerns you may have with service agent performance?
11. Are they willing to conduct reviews of your program before you have a DOT inspection?
12. Following a DOT inspection, are they willing to take necessary corrective actions?
13. Are records they maintain for you retrievable in short order?
14. How willing are they to be held accountable for serious service agent errors?

There are several ways to find a C/TPA.

The USCG publishes —Drug and Alcohol Program Inspectors Drug Testing Service Agents (State by State Listing.” This document provides a listing of service agents by state and a listing of C/TPAs that offer nationwide services. This document is available on the USCG website at: <http://homeport.uscg.mil/mycg/portal/ep/browse.do?channelId=-18374&channelPage=/> Just scroll down to —Drug and Alcohol Program” and select —Drug Testing Service Providers.”

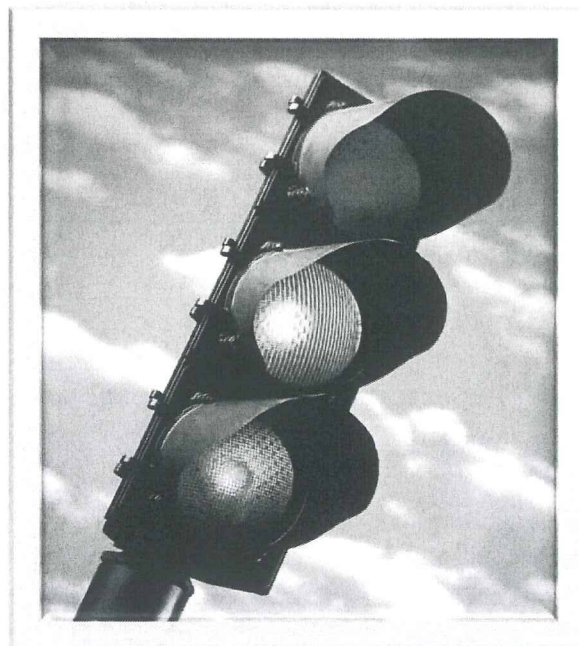
You can also check with some of the industry organizations and associations listed on our website’s, —Employer Page” at: <http://www.dot.gov/ost/dapc/employer.html>. Associations such as the Substance Abuse Program Administrators Association (SAPAA) and the Drug and Alcohol Testing Industry Association (DATIA) can direct you to their member C/TPAs.

Last but certainly not least, another good source is to check with other transportation employers to see who they use. These employers should be able to tell you if they are satisfied with the services a particular C/TPA provides.



## Appendix D – Post Accident Testing Criteria

DOT Agency	Regulation	Testing Criteria	Who Is Tested
FMCSA	49 CFR Part 382.303	1. There is a fatality; or 2. The driver is cited for a moving violation AND either: a) The vehicle is towed from the scene; or b) Someone is medically evacuated from the scene.	The surviving driver.  <i>[FMCSA regulations do not call for testing of deceased drivers.]</i>
FAA	14 CFR Part 120.109(c) & 120.217(b)	An occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and the time all such persons have disembarked, AND in which any person suffers death or serious injury or in which the aircraft receives substantial damage.	Any employee whose performance either contributed to or could not be discounted as a contributing factor to the accident.



DOT Agency	Regulation	Testing Criteria	Who Is Tested
FRA	49 CFR Part 219.201	<p><u>Major Train Accident:</u> A train accident involving:</p> <ul style="list-style-type: none"> <li>a) a fatality; or</li> <li>b) release of hazardous lading material; or</li> <li>c) damage to railroad property of \$1M or more</li> </ul> <p><i>FRA's Post-Accident Testing Flow Chart can be viewed at:</i> <a href="http://www.fra.dot.gov/us/content/1790">http://www.fra.dot.gov/us/content/1790</a></p> <p><u>Impact Accident:</u> An accident involving damage in excess of the reporting threshold and</p> <ul style="list-style-type: none"> <li>a) there is a reportable injury, or</li> <li>b) damage to railroad property of \$150,000 or more</li> </ul> <p><u>Fatal Train Incident:</u> Fatality on any on-duty railroad employee involved with the movement of on-track equipment.</p> <p><u>Passenger Train Accident:</u> An accident involving damage in excess of the reporting threshold and a reportable injury to any person.</p> <p><u>Exclusion from Post Accident Testing:</u> Collision between railroad on-track equipment and a motor vehicle or other highway conveyance at a rail/highway grade crossing.</p> <p>Accidents or incidents in which the cause and severity are wholly attributable to a natural cause or to vandalism or trespasser(s).</p>	<p><u>Major Train Accident:</u> All train and engine employees (including deceased employees) and any other covered employee who had a role in the cause or severity of the accident.</p> <p><u>Impact Accident:</u> Any covered employee who had a role in the cause or severity of the accident.</p> <p><u>Fatal Train Incident:</u> The deceased employee and any covered employee who had a role in the cause or severity of the accident.</p> <p><u>Passenger Train Accident:</u> Any covered employee who had a role in the cause or severity of the accident.</p>

DOT Agency	Regulation	Testing Criteria	Who Is Tested
FTA	49 CFR Part 655.44	<p><u>Fatal Accident:</u> Occurrence associated with the operation of a vehicle where an individual dies.</p> <p><u>Non-Fatal Accident:</u> Occurrence associated with the operation of a vehicle where:</p> <ul style="list-style-type: none"> <li>a) an individual receives medical treatment away from the scene; or</li> <li>b) the rubber-tired vehicle is towed from the scene due to disabling damage; or</li> <li>c) the fixed-guideway vehicle or vessel is removed from operation.</li> </ul>	<p><u>Fatal Accident:</u> Each surviving employee operating the mass transit vehicle at the time of the accident. Also, any other covered employee whose performance could have contributed to the accident.</p> <p><i>[FTA testing is not required if the employee is covered under the FMCSA post-accident testing requirements of 382.303.]</i></p> <p><u>Non-Fatal Accident:</u> Each employee operating the mass transit vehicle <i>unless the employee's performance can be completely discounted as a contributing factor.</i> Also, any other covered employee whose performance could have contributed to the accident.</p>
PHMSA	49 CFR Part 199.105 & 199.225	An incident reportable under Part 191 involving gas pipeline facilities or LNG facilities, or an accident reportable under Part 195 involving hazardous liquid pipeline facilities.	Each employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident.

DOT Agency	Regulation	Testing Criteria	Who Is Tested
USCG	46 CFR Part 16.240	<p>A Serious Marine Incident, is any reportable marine casualty [reference 46 CFR 4.03-1] that results, <i>or</i>, in the marine employer's estimation may result, in any of the following:</p> <ol style="list-style-type: none"> <li>1. One or more fatalities.</li> <li>2. An injury to a crewmember, passenger, or other person which requires professional medical treatment beyond first aid, and, in the case of a person employed on board a vessel in commercial service, which renders the individual unfit to perform routine vessel duties.</li> <li>3. Property damage in excess of \$100,000.</li> <li>4. Actual or constructive total loss of any inspected vessel.</li> <li>5. Actual or constructive total loss of any self-propelled un-inspected vessel of 100 gross tons or more.</li> <li>6. A discharge of oil into a navigable water in excess of 10,000 gallons.</li> <li>7. A release of a Hazardous Substance greater than or equal to its reportable quantity into a navigable water, whether from a casualty or not.</li> </ol>	Those personnel directly involved in a Serious Marine Incident.



## Appendix E – Prior Testing History Release of Information Format

[Note: **FMCSA** for **CMV Drivers** – records for **3** years; **FAA** for **Pilots** – records for **5** years.]

### Section I. To be completed by the new employer, signed by the employee, and transmitted to the previous employer:

Employee Printed or Typed Name: \_\_\_\_\_

Employee SS or ID Number: \_\_\_\_\_

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in *Section I-B*, to the employer listed in *Section I-A*. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in *Section II-A* by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### I-A.

New Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

#### I-B.

Previous Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known): \_\_\_\_\_

### Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

#### II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing ~

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES \_\_\_ NO \_\_\_
2. Did the employee have verified positive drug tests? YES \_\_\_ NO \_\_\_
3. Did the employee refuse to be tested? YES \_\_\_ NO \_\_\_
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES \_\_\_ NO \_\_\_
5. Did a previous employer report a drug and alcohol rule violation to you? YES \_\_\_ NO \_\_\_
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A \_\_\_ YES \_\_\_ NO \_\_\_

*NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).*

#### II-B.

Name of person providing information in *Section II-A*: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix F – DOT & USCG Drug and Alcohol Program Manager Contact Information

The following chart lists each DOT Agency and USCG drug and alcohol program’s contact information:

DOT Agency	Program Manager Information	Drug and Alcohol Testing Regulations
<u>Federal Motor Carrier Safety Administration (FMCSA)</u>	Enforcement & Compliance Office Room W63-310 1200 New Jersey Avenue, SE Washington DC 20590 Phone: 202-366-2096 Fax: 202-366-7908	For motor carriers and commercial driver's license holders (CDL)  <u>49 CFR Part 382</u>
<u>Federal Aviation Administration (FAA)</u>	Drug Abatement Division Room 803 (AAM-800) 800 Independence Avenue, SW Washington DC 20591 Phone: 202-267-8442 Fax: 202-267-5200	For employers and employees in the aviation industry  <u>14 CFR Part 120</u>
<u>Federal Railroad Administration (FRA)</u>	Office of Safety 1200 New Jersey Avenue, SE W38-330 Washington DC 20590 Phone: 202-493-6313 Fax: 202-493-6230	For employers and employees working in the railroad industry  <u>49 CFR Part 219</u>
<u>Federal Transit Administration (FTA)</u>	Office of Safety & Security TPM-30, Room E46 1200 New Jersey Avenue, SE Washington DC 20590 Phone: 617-494-2395 Fax: 202-366-3394	For employers and employees working in the mass transit industry  <u>49 CFR Part 655</u>
<u>Pipeline and Hazardous Materials Safety Administration (PHMSA)</u>	Office of the Administrator PH-3, Room E24-302 1200 New Jersey Avenue, SE Washington DC 20590 Phone: 202-366-3844 Fax: 202-366-3666	For operators and employees working in the pipeline industry  <u>49 CFR Part 199</u>
<u>United States Coast Guard (USCG)</u>	Office of Investigation & Casualty Analysis (CG-545) Room 2404 2100 2 <sup>nd</sup> Street SW Washington DC 20593-0001 Phone: 202-372-1033 Fax: 202-372-1907	For employer and employees operating commercial vessels  <u>46 CFR Part 16</u>  <u>46 CFR Part 4</u>

This information and manager email addresses are available at:  
<http://www.dot.gov/ost/dapc/oamanagers.html>

## **Appendix G – Audit/Inspection/Investigation/Compliance Records Review**

These represent most of the records a DOT Agency and USCG auditor, inspector, or investigator will usually request and review during a program review. Keep in mind, that DOT Agency and USCG regulations may have additional and more specific record review requirements.

### **POLICIES, PLANS, AND REPORTS**

- Alcohol and drug testing policies and instructions for implementing your program.
- Previous two MIS annual reports either submitted to DOT, or prepared and retained.
- Copies of written consent forms you sent to obtain 40.25 drug and alcohol information from previous employers, and the responses received from those employers.
- Copies of written consent forms you received from prospective employers for 40.25 information, and documentation of your responses.
- Semi-annual statistical summary reports from laboratories.
- Records of blind specimens sent to laboratories for the previous two years.
- List of all employees hired or transferred into safety-sensitive service for the past two years, including documentation of previous employer records check.
- List of all employees with a non-negative test result in the last five years.

### **EMPLOYEE AND SUPERVISOR TRAINING RECORDS**

- Educational materials for employees.
- Documentation showing how education materials were made available to employees.
- List of supervisors responsible for making reasonable suspicion and reasonable cause determinations.
- Supervisory training lesson plans and course materials.
- Attendance lists for supervisors who received this training.
- Under FRA, supervisor post- accident training lesson plans, course materials, and attendance lists.

### **RANDOM TESTING RECORDS**

- Information about the type of method used to select employees for testing.
- Names of all employees in the random testing pool for each selection period that the DOT Agency or USCG will review.
- Names of all employees selected for testing.
- Names of all employees actually tested.
- CCFs and ATFs showing employees were tested within the selection period.
- For each selected employee not tested, documentation showing why the collection did not occur.
- Records of collections by location, by date (or day of the week), and by time of the day (or shift).
- Proof that testing occurred throughout all shifts and all workdays, in other words – testing was unpredictable.
- For railroads, your approved Drug and Alcohol Random Testing Plan.

## **DRUG TESTING CUSTODY AND CONTROL FORMS FOR ALL DOT TESTS**

- Pre-employment.
- Random.
- Reasonable suspicion, including supervisor justification documentation.
- Reasonable cause, under FAA, FRA, and PHMSA, including supervisor justification documentation.
- Post-accident, including documentation showing criteria were met.
- Return-to-duty.
- Follow-up.

## **MRO RECORDS**

- Laboratory confirmed results reports sent to MROs.
- MRO CCFs.
- MRO results reports sent to employers.
- MRO records of review of CCFs.
- MRO medical review notes and records.
- MRO downgrades.
- Split request records.
- Correctable and non-correctable flaw documentation.

## **ALCOHOL TESTING FORMS FOR ALL DOT TESTS**

- Pre-employment, if applicable.
- Random, under FMCSA, FAA, FRA, and FTA.
- Reasonable suspicion, including supervisor justification documentation.
- Reasonable cause under FRA, including supervisor justification documentation.
- Post-accident, including documentation showing criteria were met.
- Return-to-duty.
- Follow-up.
- Correctable and non-correctable flaw documentation.

## **EMPLOYEE RETURN TO DUTY RECORDS**

- SAP Initial Evaluation reports.
- SAP Follow-up Evaluation reports, including follow-up testing plans.
- Employee “Return to Duty” and “Last Chance Agreements,” when applicable.
- Return-to-duty and Follow-up testing compliance documentation.
- Lists of qualified SAPs that you give to those who violate the regulations.

## **SERVICE AGENT DOCUMENTATION**

- Lists of service agents and their contact information.
- Written agreements and contracts with service agents, if applicable.
- Credentials, training, and examination or proficiency documentation.

# **What Employers Need To Know About DOT Drug and Alcohol Testing *[Guidance and Best Practices]***

Revised October 1, 2010

**U.S. Department of Transportation  
Office of the Secretary**



**Office of Drug and Alcohol Policy and Compliance**

**1200 New Jersey Avenue, S.E.  
W62-300  
Washington, D.C. 20590**

**202.366.3784**

**202.366.3897 fax**

[www.dot.gov/ost/dapc](http://www.dot.gov/ost/dapc)

[odapcwebmail@dot.gov](mailto:odapcwebmail@dot.gov)

Changes from previous version [July 14, 2010]:

Page 15: Added ~~–~~Methylenedioxyamphetamine (MDMA)” to the list of drugs.

Graphics enhanced throughout.

## Instructions for Completing the PHMSA Plan

### **Page 1 – Cover Page**

1. Type company name, company address and company phone number.
2. Implementation Date: The date that your company implemented the DOT alcohol and drug testing program.
3. Effective Date: The date that this plan became effective for your company.

### **Page 36 – Appendix B – Designated Personnel and Service Agents**

Complete all sections.

### **Page 37 – Appendix C – Covered Positions**

List your company's employee positions/titles. Check the check box for which the title falls under (e.g. employee or supervisor). Supervisor positions/titles would need to meet the DOT required training for reasonable cause/suspicion testing of employees. If you need to add additional pages to this Appendix, at the bottom of the page, click on "PHMSA Drug/Alcohol Plan" and additional pages will be added.

### **Page 38 – Appendix D – Company Disciplinary Actions and Additional Procedures**

This section is populated with standard terms. You can replace this text with your own company policy of you wish. Page 39 has been left blank if you should need additional space. If you need to add additional pages to this Appendix, at the bottom of the page, click on "PHMSA Drug/Alcohol Plan" and additional pages will be added.



USIC FLEX Locate Technician training program is designed to be focused, localized and experience based skills training.

- New hires are provided with a minimum of 20 hours instructor-led classroom training; 12 hours semi-structured hands-on equipment familiarization (ILT) and 10 days of structured field coaching in their planned area of work.
- Coaching is performed by certified technicians, selected by work area supervisors.
- OJT Coaches observe and assist trainees in building their proficiency and skill in the actual work environment, and record their progress in an electronic observation worksheet.
- When observed to be proficient, trainees complete a certification with a qualified evaluator.

Trainees who successfully complete this evaluation are released to operations to begin work as locate technicians.

USIC has received NSF / NULCA certification of our orientation and training process. In addition, USIC was recognized in 2017 by the Brandon Hall Group for Excellence in Learning in the area of Best Results of a Learning Program.

USIC FLEX Locate Technician Initial Training Course -Main

Day	Activity	USIC-I Loc.	Method	What to Do	Time	New
1	Welcome & I-9	D1	CBT/V	Gather documentation & submit to USIC	30	
1	One Call/811 Process	D1	ILT	Using projector, Review national One Call/811 site @ call811.com; review State/local laws; Q&A	60	X
1	Trainee Responsibilities		ILT	Using outline in Leader Guide Explain Trainee Responsibilities; Demonstrates access to Employee Handbook & Class Rules	30	X
1	Quick Reference Guide (QRG): Deliver and Orientation		ILT	One copy 2017 QRG to each trainee; Review all contents; Trainee to carry @ all times	30	
1	PPE: MEL Issue & Orientation	D1	ILT/C	QRG: Section 1	30	
1	Single Sign On Orientation	D1	ILT	Using projector, Demonstrate access/location of USIC Single Sign On page	30	
1	Lunch Break			During meal break Instructor notes time-out/time-in for trainee time sheets; All trainees should have access to log into USIC email system by end of meal period - contact Help Desk if trainees can't access USIC email	60	
1	Workday Orientation	D1	ILT	Show Presentation -- follow-up: Using projector, instructor demonstrates logging into Workday & course navigation	20	
1	TicketPro Orientation	D1	ILT	Reference: QRG: A9.1	30	
1	USIC Institute Orientation	D1	ILT/C	Using projector, instructor demonstrates logging into USIC Institute & course navigation	20	
1	TicketPro Orientation	D1	CBT	QRG: A9.1	30	
1	HAZCOM Basic	D1	CBT		20	
1	Work Zone Safety	D1	CBT	QRG: Section A10.1	30	
1	Job Site Safety	D1	CBT		30	
1	FLAG	D1	CBT	QRG: Section 1	20	
1	A3 Safety	D1	CBT	QRG: Section 1	20	
1	Confined Space Orientation	D1	CBT	QRG: Section A11.1	20	
1	A3 Driving	D1	ILT/C	Presentation & Q&A	45	
2	Production Ride-Along			Need PPE, QRG; Record all Ticket #	480	
3	Day One Review		ILT/D	Leader Guide	10	
3	Review Ride-Along	D3	ILT/D	Discuss activities during Ride- Along: velocity of work; production pressures & stress; communications; independent nature of work; time management; quality of work	30	
3	Review Work Zone/Job Site Safety	D3	ILT/D	What did trainees see during ride-along?	30	
3	ROPES (introduction)	D5	CBT	QRG: Appx A1.1	30	
3	HAZCOM GHS	D3	CBT		20	
3	HAZCOM HAZMAT 1 & 2	D3	CBT		20	
3	HAZCOM Eval	D3	ILT/C	Review as a group	20	
3	Understanding Electricity	D3	CBT		25	
3	Locate Process: Work Instructions (Checklist)	D3	CBT	QRG: Section 4 & A13.1	25	
3	Locate Process: Equipment Operations	D3	CBT	QRG: Section 4	30	
3	Locate Process: Marking Procedures	D3	CBT	QRG: Section 6	30	
3	Field Meet Sheets	D3	CBT	QRG: Section 3	20	
3	Hands On Equipment Familiarization		ILT	Trust equipment; read signals	60	
3	A3 Driving	D3	ILT	Practical exercises	120	
4	Day Three Review		ILT/D	Leader Guide	15	
4	Intro to Buried Utilites	D4	CBT		30	
4	Intro to Cable Facilities	LIB	CBT	As needed	30	
4	Intro to Phone Facilities	LIB	CBT	As needed	30	
4	Intro to Electric/Gas/etc.	LIB	CBT	As needed	90	
4	Intro to High-Profile	D4	CBT	QRG: Section 4	45	
4	Intro to Translore	D4	ILT/C	QRG: A8.1	45	
4	Intro To Prints	D4	ILT/C		45	
4	A3 Driving	D4	ILT	Practical exercises	90	
5	Day Four Review		ILT/D	Leader Guide		
5	USIC Locate Tech Reporting Procedures	D5	CBT	QRG: Section 2		
5	Review LMS Profile			Print & Add to folder		
5	Review Training Folder & Sign off			Done individually - other trainees Review		
5	Review Work Zone/Job Site Safety			For next phase of training: Field		
5	Hands On Equipment Training			As needed		
5	Classroom clean-up and Assign to coaches			Ensure all know what to do next work day (field)	480	
□					40.1	HRS
	<u>Method Codes</u>			<u>Method Codes</u>		
	CBT=Computer Based Training			ILT/C=ILT with Computer Presentation		
	CBT/V=CBT Video			ILT/D=ILT with Discussion		
	ILT= Instructor Led Training			ILT/V=ILT with Video		





## NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000 | [www.nsf-isr.org](http://www.nsf-isr.org)

# Verification Statement

USIC LLC

9045 River Road North

Indianapolis, Indiana, 46240

Has been verified by NSF-ISR for meeting or exceeding the following verification:

Nulca Professional Competence Standards (Fourth Edition)



Conformance Assessment Statement (C0309121-1):

USIC LLC has had training documentation independently assessed and it is in accordance with Nulca guidelines.

Verification Date: February 20, 2017

Expiration Date: February 20, 2020

Tony Giles, Director, North America Operations (US & Canada)

NSF-ISR, Ltd.



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# SAFETY TAILGATE HANDBOOK





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## A3 COGNITIVE SAFETY PROCESS

Cognitive, in its simplest definition is “active thinking.” A3 is a simple 3-step process that can be used to facilitate Cognitive safety using the method of Assess, Analyze, and Act.

With this, we can assure ourselves that we have assessed the hazards, analyzed the risks, and mitigated the risk factors before beginning our tasks.





# A3 COGNITIVE SAFETY PROCESS

As you use this tool to identify the hazards associated with your tasks, it is essential that you apply the A3 process by practicing the following:

## Assess the risk and ask the following:

- What could go wrong?
- What's the worst that could happen if something does go wrong?

*Always assess for hazards when you first arrive (and whenever conditions change) to understand what can hurt you!*

## Analyze the task to be performed:

- Do I have the necessary training and knowledge to perform this job safely?
- Do I have all the necessary tools and personal protective equipment?
- Am I physically and mentally prepared to perform this task?

*Always analyze options to determine the safest alternative to understand how to protect yourself!*

## Act to control the risk:

- Take necessary action to ensure the job is performed safely.
- Follow written procedure. Ask for help if needed.

*Once a hazard is identified and the safest alternative is selected, you have to act on it by sticking to the PLAN!*





### Footing

Choose secure footing. For example, walk on the sidewalk instead of a dirt path.



### Line of fire

Stay out of the line of fire. Never put yourself in front of an object that is moving.



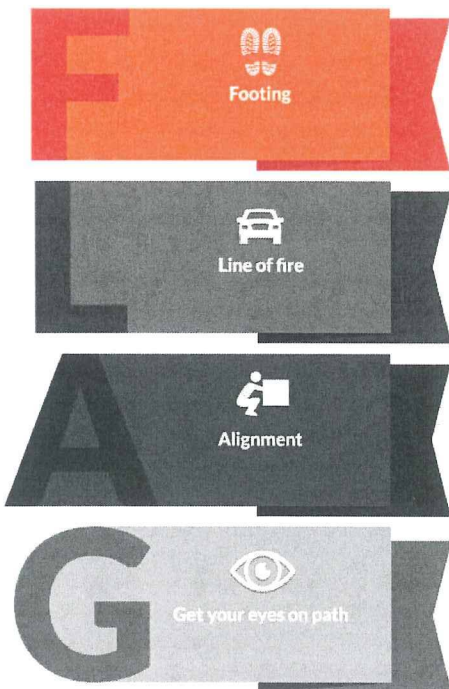
### Alignment

Use proper alignment when lifting. Always lift facing the object.



### Get your eyes on path

Whether driving or walking, look for hazards in front of you.



**Maintain secure footing** at all times to reduce your risk of slip, trip and fall injuries. Slips, trips, and falls are the **NUMBER ONE** cause of injury at USIC but they are among the easiest hazards to avoid. Take the time to look around your worksite, identify slip, trip and fall hazards and take action to prevent them.

**Survey the property and walking surfaces to identify and mitigate slip, trip and fall hazards.**

- High grass, wet leaves, gravel, holes, divots, curbs, potholes, sidewalk cracks, ice and snow are contributing factors in slip, trip and fall injuries. Recognize these hazards and stick to your plan to avoid them
- Avoid walking up and down hills as much as possible, changes in elevation are a huge hazard that is often overlooked! Even a change in walking surface of ¼” to ½” can be enough to cause a slip, trip or fall
- If stairs are available, use them. Be sure to always use a handrail and never carry loads you can’t see over
- Walk on sidewalk instead of grass or dirt. Make deliberate foot placements when transitioning between different walking surfaces
- Take the longer, safer path instead of the quicker, riskier one
- Go around hazards rather than through them

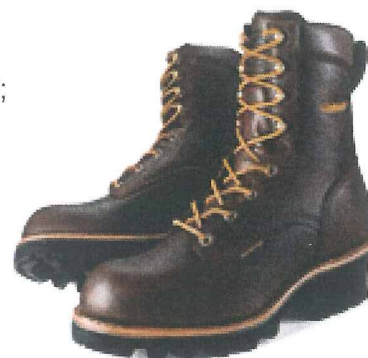
**Choose a path of secure footing when the choice is there!**

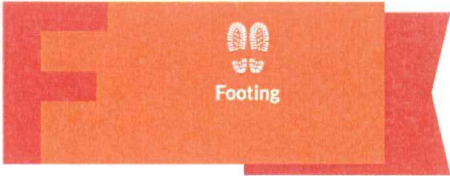
### **PROPER FOOTWEAR**

Slipping occurs when traction is lost between the soles of your shoes and the walking surface. Tripping occurs when you catch your foot on something. Slippery soles, poorly secured shoes, loose soles or laces can all result in slip, trip and fall injuries.

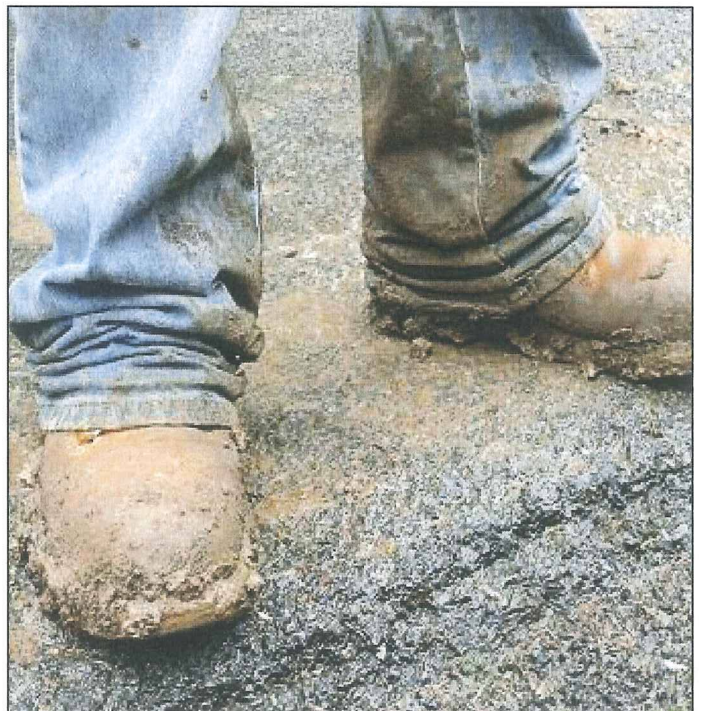
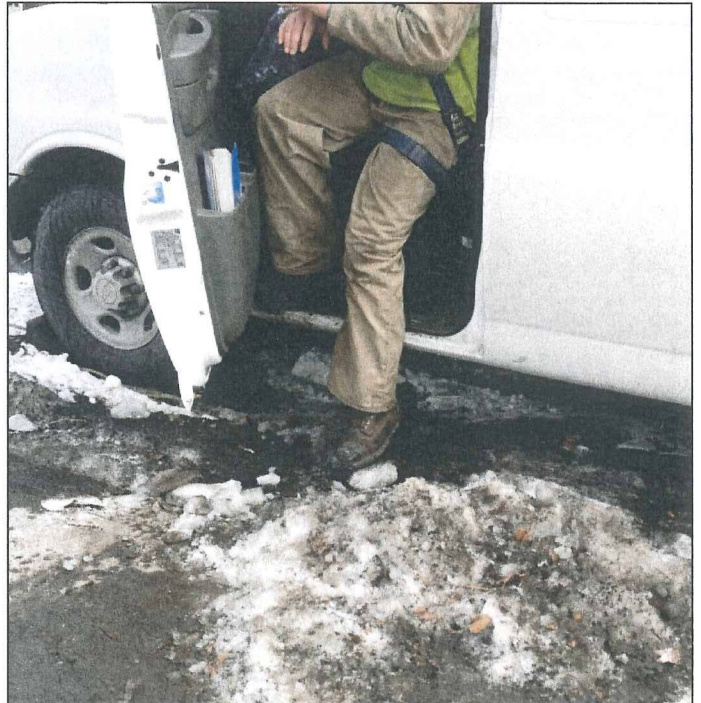
Footwear must be closed toe, over the ankle, non-slip work boots constructed of a sturdy material. Leather over the ankle, half inch heel, with sufficient tread, work boot (not hiking/athletic shoe).

- High-cut boots provide critical support to the ankles, the weakest part of the body, during a slip. Ensure the laces are all the way up and tightened to fortify the ankle
- Reinforced safety toe, reinforced toecap, or steel toecap footwear will absorb the blow if a heavy object falls on the foot
- Reinforced metal soles or midsoles protect feet from punctures
- Sufficient treads present! Non-slip footwear prevents the slipping
- Insulated footwear provides protection in cold temperatures
- Inspect your footwear and repair or replace worn or defective footwear as required; badly damaged footwear is as much a hazard as no safety footwear at all!

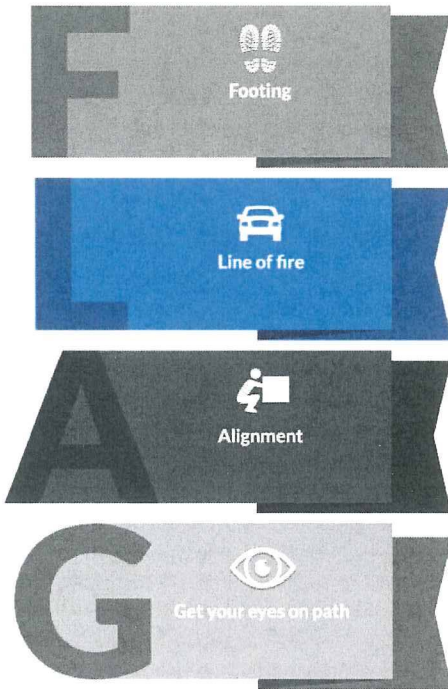




F  
Footing







**“Line of fire”** is a military term that describes the path of a discharged missile or firearm. It’s the path an object will travel.

In utility work there are many objects that have potential to create line of fire exposure. Line of fire hazards are one of the most deadly hazards found in our industry, second only to slips, trips and falls.

**Approximately 27% of work place deaths are related to line of fire incidents!**

**There are Three Types of “Line of fire” Injuries:**

- **Caught Between** - when a worker could be caught inside of or in between different objects
- **Struck By** - when a worker could be struck by an object
- **Energy Released** - when a worker is in the path of Released Hazardous Energy

At USIC, “struck by” injuries are the most common type of line of fire incidents. Therefore, never put yourself in front of an object that is moving or has the potential to move!

### Choose the Safer Path

When walking towards your destination (your vehicle, an access point, a pole or subsurface structure), choose the safer path. Use the A3 process to assess the risk of exposure to vehicle traffic and then analyze the area for a safer walking path. For example; walk the sidewalk when returning to your vehicle vs. walking in the street. vehicle vs. walking in the street.

### Set Up Work Zone Protection

Most of the locate work is classified as intermittent work so place your vehicle in a safe location and use your cones, flashers and rotating beacon. Work out of the passenger side of your vehicle if it is the safer option.


There may be times you may need a temporary traffic control plan to protect yourself by safely and properly conducting traffic around or through your work zone. If this is the case contact your supervisor and the safety department for instructions.

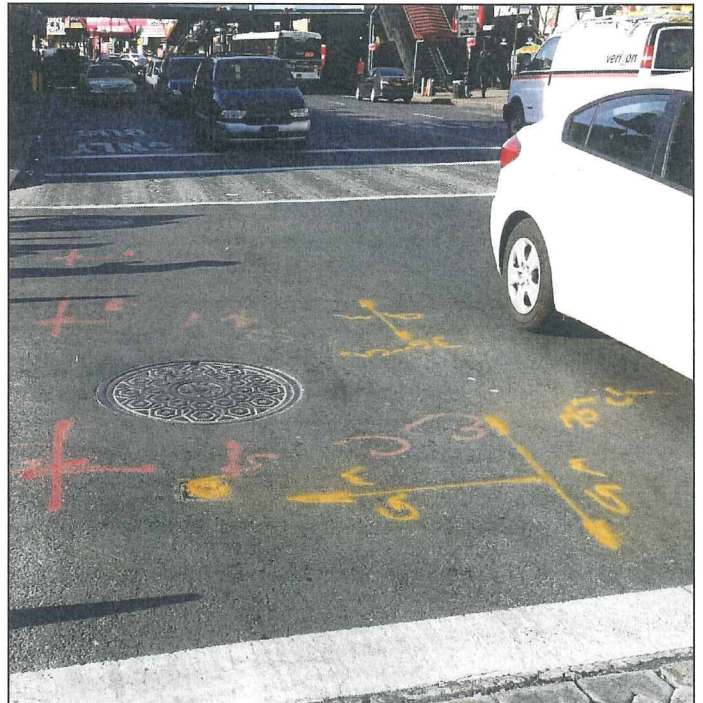
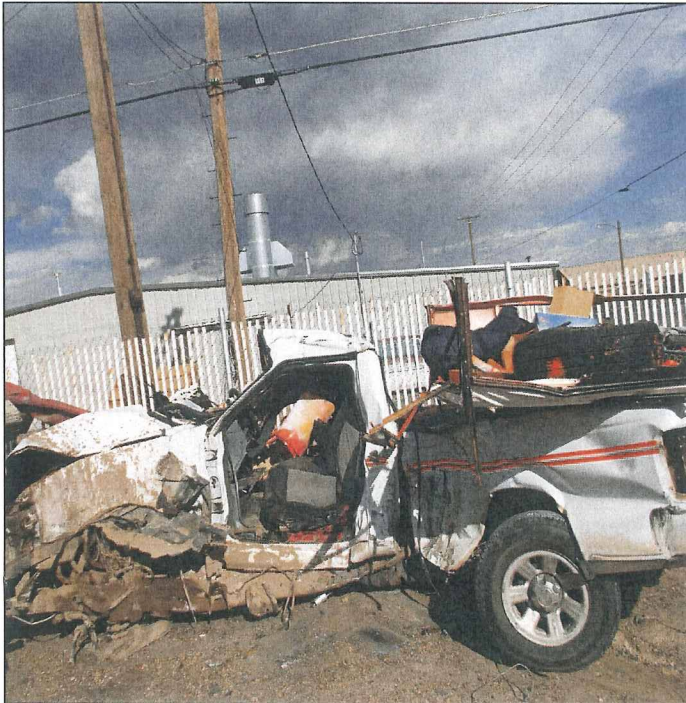
### Wear Your PPE

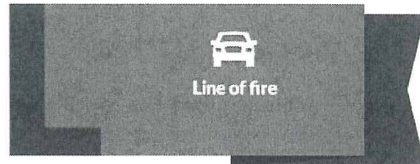
Your PPE, including hard hats, work boots and highly visible clothing are part of your work area protection and should be worn whenever you are outside of your vehicle. The value of your safety vest is diminished as it becomes less reflective. The idea is to be as visible as possible to oncoming traffic. Make sure they see you! If your hi-vis vest or shirt has seen better days, ask your supervisor for a new one.

### Be Aware of Your Surroundings

Regardless of your job duties in the work zone, you should always be mindful of what’s going on around you. Avoid walking behind any vehicles that may be backing up or into the swing radius of heavy equipment. One very simple company strategy is NEVER turn your back to traffic, keep your eyes on your path.

  
Line of fire





**Poor body alignment** almost always results in back pain. Back injuries account for nearly 20% of all job-related injuries. Second only to common colds, back pain is the most frequent reason that people miss work.

Anyone who has to move heavy objects, work in awkward positions, hold one position for a long time or perform certain tasks at a fast pace can get hurt. Many work situations, not just lifting, can put you in an awkward position which could distort the spine and put unbalanced pressure on spinal discs. Not to mention potential strain on arm, leg or back muscles and soft tissues.

If your back aches after a long commute or you get a stiff neck from working at the computer, bad posture may be to blame. Unfortunately, people ignore proper posture until they start experiencing some pain.

Good posture isn't about keeping your spine ramrod straight — no one can do that 100% of the time. Instead, it's important to know what proper alignment (of your head, shoulders, hips, and knees) feels like so you can self-correct when your body starts getting out of whack.

### SAFE LIFTING

Before you lift anything, think about the lift. Can you lift it alone? Do you need help? Is the load too big or too awkward? Do you have the right tools?

Keep proper alignment when lifting. Be sure to bend at your knees, hug the load close to your body, and raise yourself up with the strong muscles in your thighs. Remember never to twist while lifting; instead, move one foot at a time in the direction you want to go and then turn with your leg muscles. If you use these techniques, you will find lifting is easier, and you can avoid back pain and other injury.

### PRE-JOB WARM UPS

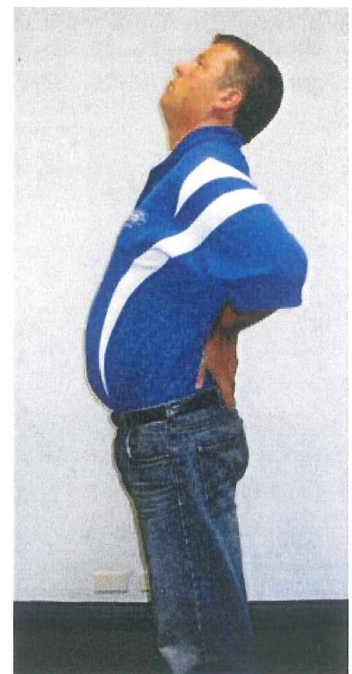
Participate in pre-job warm up activities or stretching every day. The ROPES (Reversal-Of-Posture Exercises) is an opportunity for movement, recovery and restoration of circulation within your body. It takes approximately 1 minute to perform all 8 exercises.

These warm-up activities increase the temperature of the body, making the muscles more flexible and receptive to strenuous activity and reduces your risk of injury!


### REMEMBER TO PERFORM THE ROPES

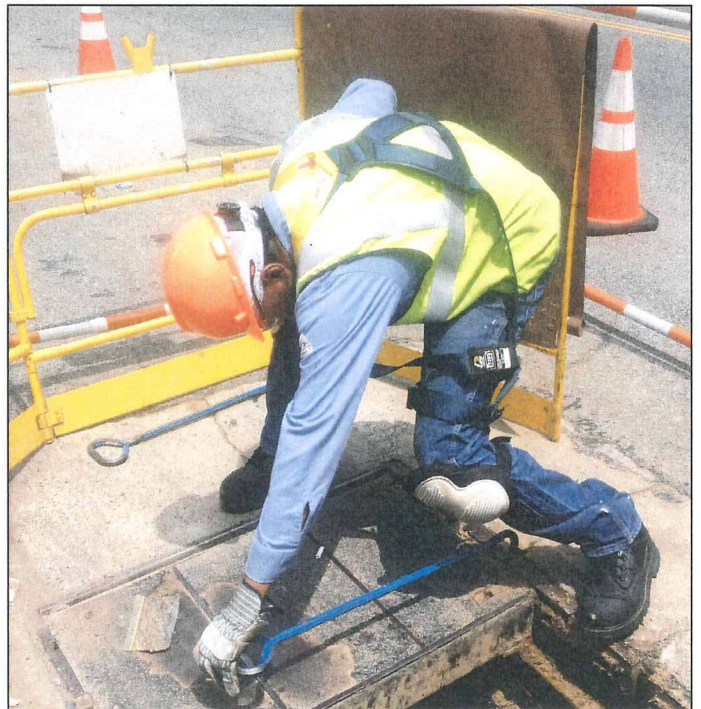
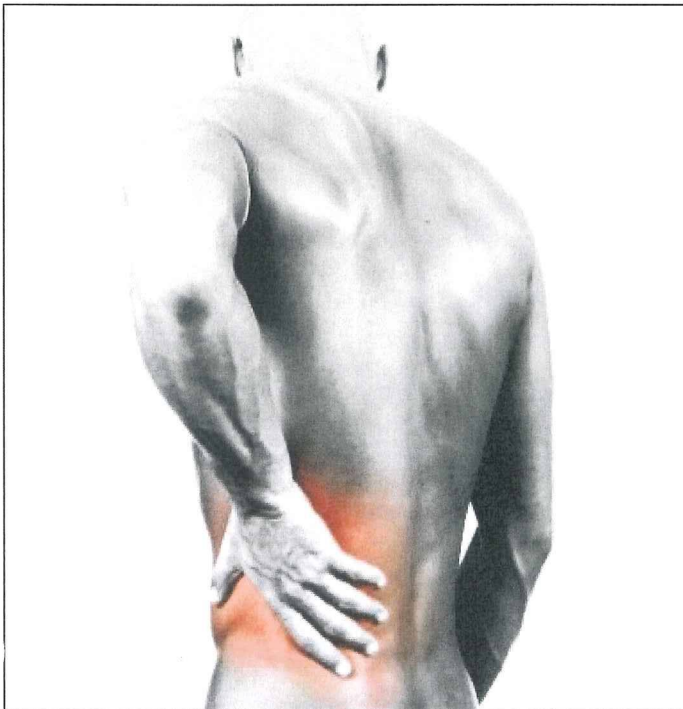
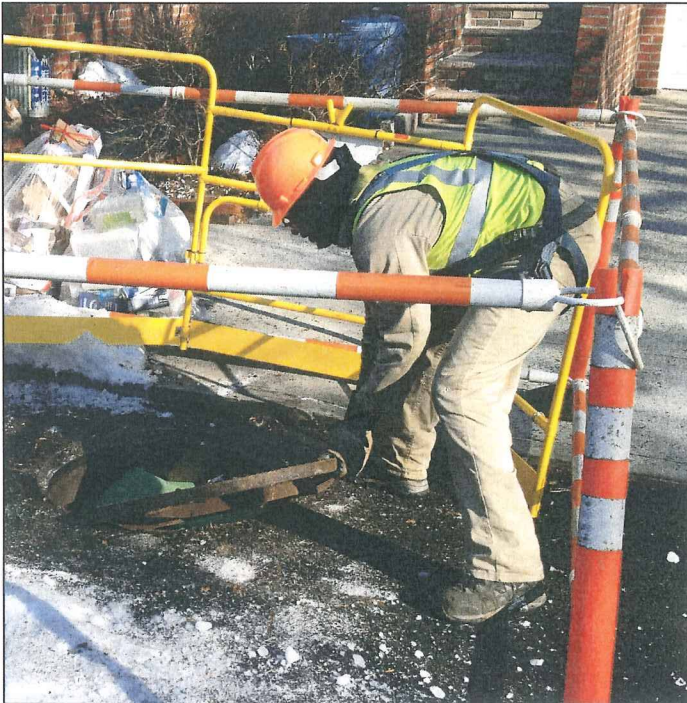
- at your first ticket of the day (twice)
- at your first ticket after lunch (twice)

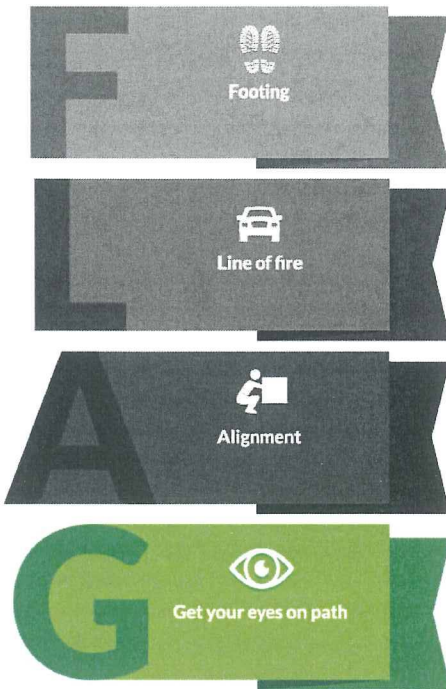
*The BACKWARD BEND is the most critical stretch. Perform this stretch every time you open your tailgate!*



# A

  
Alignment





**Get your eyes on path.** Awareness of your surroundings is one of the most important tools you have to increase your level of safety in the field.

**Be aware.**

Being aware of your surroundings and potential hazards is one of the best ways to prevent injuries. Distractions cause accidents; stay focused on the task at hand.

**Think it through.**

Before you start a task, take a couple of minutes to think through what you're about to do. Do you know the correct procedures, do you have the required personal protective equipment and do you feel mentally and physically capable to perform the work?

***Always watch where you are going and look for hazards in front of you!***

**Driving**

- See and react to problems before they become unavoidable
- Look 15 seconds ahead to identify potential hazards
- Keep your eyes moving by scanning your mirrors frequently
- Before entering an intersection, look left, right, then left again
- Avoid distracted driving. Wait to use technology until safely parked

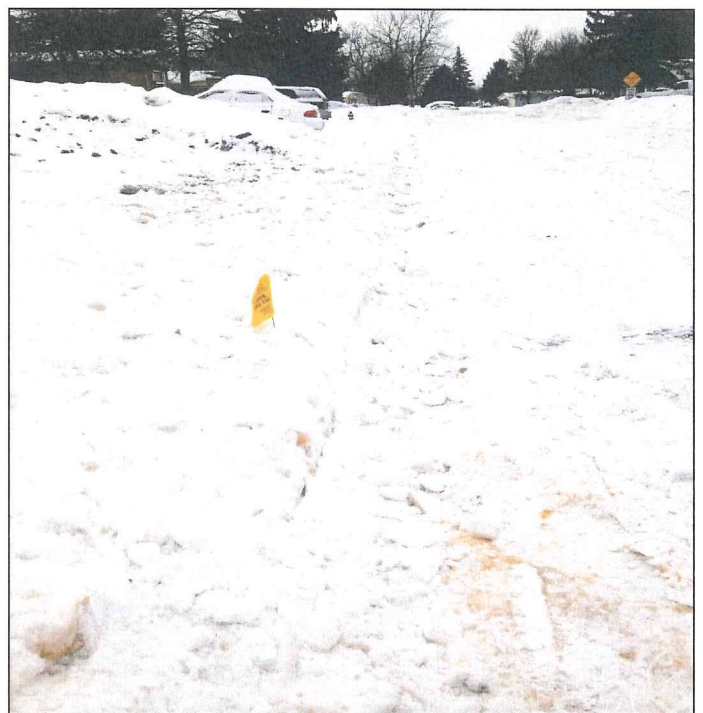
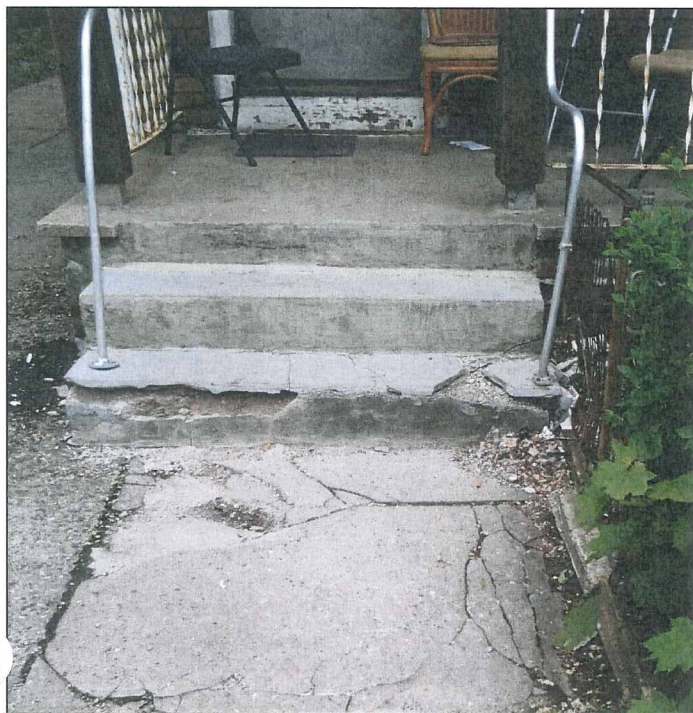
**Walking**

- Survey the property and walking surfaces to identify and mitigate potential hazards
- Look for hoses, tree limbs, curbs, uneven terrain, potholes in your walking path
- Ensure plenty of tread is on your boots before you start working
- Don't read paperwork or look at your phone while walking
- Look for poisonous plants, signs of animal life, bees, dogs, etc.
- Be sure to look at your path before you begin walking
- If the utility changes directions, be sure to stop and look at the direction before walking again
- Keep your mind on the task at hand

Be aware of where you are, of what you are trying to do, of what is going on around you, and of the possible dangerous situations you may be exposed to. Being aware of your own personal safety is your own responsibility and no one else's. Remember a jobsite is only as safe, or unsafe, as YOU make it.

# G

Get your eyes on path





# REPORTING AN INJURY

OUR PRIMARY CONCERN IS THE HEALTH AND CONDITION OF OUR EMPLOYEE!

## 1. REPORT

Properly notify the right parties as soon as incident occurs

- If emergency, call 911
- Notify District Manager

## 2. RESPOND

Visit the employee AND incident site immediately

## 3. ACT

Determine if medical treatment is necessary

- Avoid emergency room unless necessary

### Visit a panel physician

- Go to <http://www.zurichna.com>
- Click on Online services
- Click on Customers
- Click on Zurich C.a.r.e. Directory Online
- If prompted for password, please enter the following: Password= zurichna
- Search by address / zip code or provider name

### Attend initial medical treatment

Inform / Ask physician the following:

- Modified duty is available
- Any work limits/restrictions?
- Any medications prescribed?
- Is equivalent over-the-counter med acceptable?
- Follow Up is REQUIRED on all subsequent medical appointments

### Inform Claims Dept.

[accidentreporting@usicllc.com](mailto:accidentreporting@usicllc.com)

### If medical treatment is NOT required:

- Complete Medical Waiver form
- Explain to employee if his/her condition worsens, they MUST contact you PRIOR to a physician's visit

## 4. TEST

All employees reporting an injury that involves medical treatment MUST be taken for Drug & BAC Test within 2 hours of notification

- EXCEPTION: If immediate medical attention is required, do not interfere but request testing by the provider

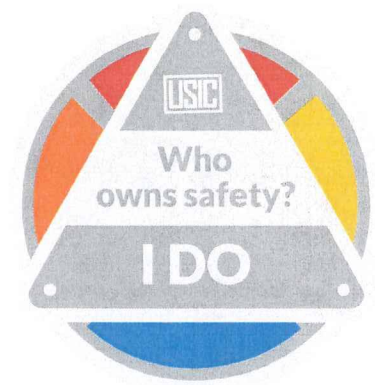
## 5. INVESTIGATE

- Visit the site
- Provide complete addresses
- Take photos
- Interview employee and get written statement
- Collect witness contact information
- If 3rd party is responsible - obtain contact information

## 6. REPORT

### DUE WITHIN 24 HRS

- Complete ALL FIELDS on the Employee Injury Report
- Send reports, photos, employee & witness statements to: [accidentreporting@usicllc.com](mailto:accidentreporting@usicllc.com)





# REPORTING A VEHICLE ACCIDENT

OUR PRIMARY CONCERN IS THE HEALTH AND CONDITION OF OUR EMPLOYEE!

## 1. REPORT

Properly notify the right parties as soon as incident occurs

- If emergency, call 911
- Be sure employee takes photos of all vehicles & license plates
- Call police to report vehicle accident
- Notify DM of vehicle accident

## 2. RESPOND

Visit the employee AND accident scene immediately

## 3. ACT

Determine if medical treatment is necessary

- If yes, follow steps on reporting an injury
- Employee may not feel effects of injury immediately
- Inform employee that if condition changes you MUST be notified immediately!

If medical treatment is NOT required:

- Complete Medical Waiver form

## 4. TEST

All employees involved in a responsible vehicle accident MUST be taken for Drug & BAC Test within 2 hours of notification

- EXCEPTION: If immediate medical attention is required, do not interfere but request testing by the provider

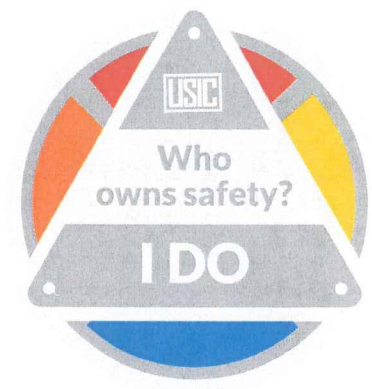
## 5. INVESTIGATE

- Visit the site
- Take photos
- Interview employee and get written statement
- Get contact information of all parties involved
- Collect witness contact information

## 6. REPORT

DUE WITHIN 24 HRS

- Complete ALL FIELDS on the MVA Report including MVA Diagram
- Call Donlen to report @ 800-323-1483 (#4)
- Police Report – Get officer's name and ask for proper method to request police report
- Send reports, photos, employee & witness statements to: [accidentreporting@usicllc.com](mailto:accidentreporting@usicllc.com)







# INCIDENT INVESTIGATION

## GOAL OF INCIDENT INVESTIGATIONS - DETERMINE FACTS

Gather as much information as possible, written statement from the employee and determine the incident sequence. Do this without placing blame so proper corrective actions can be developed to ensure it does not occur again. Remember, in the absence of information, we jump to the worst conclusions.

## THE EMPLOYEE

Above all, ensure your employee gets the proper care and is able to return to work safely. Assist the employee with any vehicle or health issues.

## PHOTOS

Taking photos is an important part of documenting the scene of an accident.

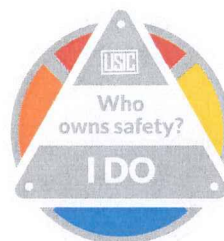
- Take photos as soon as possible
- Make sure to photograph the larger area for context as well as close-ups. This will help in understanding the cause(s) of the incident
- If photographing work areas associated with injury, take photos from all elevations (top of hill, bottom of hill, etc.)
- Get photos of vehicle license plates, points of damage, other vehicles involved and any other factors that may have contributed
- If equipment or other tools were involved, make sure to include them in your photos

## STATEMENTS

- Interview the employee as soon as possible after the incident. If immediate medical attention is required, do not interfere until appropriate.
- Get a written statement from the employee - have him write down what happened in detail and sign
- Gather any witness statements. Ask witnesses to include what they think happened and what they think could have prevented it

## NOTIFICATIONS

- Ensure all parties of notified of the incident: 911 (if emergency or MVA), your District Manager, your Safety Manager, the Claims Department and Donlen (if MVA).
- Complete incident report and submit within 24 hours of incident. Include all corresponding documentation (photos, written statements, medical waivers, police reports, etc.)
- Develop corrective actions in conjunction with your District Manager and Safety Manager, assign with due dates - and notify appropriate parties. Follow up to ensure all actions are completed.





# UNDERSTANDING OSHA

## WHAT MAKES A WORK-RELATED INJURY 'OSHA RECORDABLE?'

You must consider an injury or illness to be recordable, if it results in any of the following: death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness.

- Work-related injuries or illnesses are those in which an event or exposure in the work environment either caused or contributed to the condition. In addition, if an event or exposure in the work environment significantly aggravated a pre-existing injury or illness, this is also considered work-related.
- Recordability is based on the doctor's medical opinion, not the employee's actions!

## THERE ARE THREE CLASSIFICATIONS OF OSHA RECORDABILITY:

### 1. MEDICAL ONLY

When medical treatment beyond first aid is given.

- Many times, First Aid treatment will provide proper and adequate care. (Ex: Over the counter medication instead of prescriptions. Butterfly bandage instead of stitches).
- If a prescription is written by a licensed health care professional, the case becomes OSHA Recordable – regardless if the employee chooses to fill it.
- Its also OSHA Recordable if the licensed health care professional recommends the employee take an over-the-counter medication but at a prescription strength/dose (i.e. Ibuprofen 800mg, take 1 three times a day.)

#### What can YOU do?

- Suggest the employee visits a company approved medical provider.
- Remind the employee to ask the medical provider to suggest an over the counter medication (at recommended doses) instead of a prescription. Remember, you cannot forbid an employee from getting a prescription!

### 2. RESTRICTED DUTY

Restricted work occurs when:

- You or a licensed health care professional keeps the employee from performing one or more of the routine functions of his or her job, or
- You or a licensed health care professional keeps the employee from working the full workday that he or she would otherwise have been scheduled to work.

#### What can YOU do?

- You can lighten the load, but don't change the scope!
- Lighten the employees load – Reduce the number of tickets in his/her queue for the day
- Provide locating assistance – have the employee work with a coworker
- DO NOT tell the employee to only work on maps and make phone calls
- DO NOT tell the employee to only work half days

### 3. LOST TIME

When an injury or illness involves one or more days away from work.

- An employee out for lost time shall not come back to work without a signed medical release by a licensed health care professional for full or restricted duty.

#### What can YOU do?

On the day of the injury, allowing time off is NOT OSHA Recordable.

- Use the day of the injury to allow the employee to recover! Send the employee home for rest or lighten the employee's workload for the remainder of the shift. This time may be enough to allow the employee to return to normal duties, avoiding a potential OSHA recordable!



## LOCATE ZERO



## OSHA RECORDABLE VS. FIRST AID

	Recordable (Medical Treatment)	Non-recordable (First Aid)
<b>Visits to Health Care Professionals</b>	<ul style="list-style-type: none"> <li>Any condition that is treated, or that should have been treated, with a treatment not on the first aid list</li> </ul>	<ul style="list-style-type: none"> <li>Visits solely for observation, testing, or to evaluate diagnostic decisions</li> <li>Visits solely for counseling</li> <li>Diagnostic procedures, including prescribing or administering of prescription medications used solely for diagnostic purposes</li> <li>Procedures defined in the final rule as first aid</li> </ul>
<b>Cuts, Lacerations, Punctures, and Abrasions</b>	<ul style="list-style-type: none"> <li>Sutures (stitches)</li> <li>Staples</li> <li>Surgical glue</li> <li>Treatment of infection with prescription meds on any visit</li> <li>Application of prescription antiseptic or a non-prescription antiseptic at prescription strength</li> <li>Surgical debridement (cutting away dead skin)</li> </ul>	<ul style="list-style-type: none"> <li>Any wound coverings or bandaging by any medical personnel</li> <li>[below]Liquid bandage</li> <li>Cleaning, flushing or soaking wounds on the surface of the skin;</li> <li>Using wound coverings such as bandages, Band-Aids™, gauze pads, etc., or using butterfly bandages or Steri-Strips™</li> </ul>
<b>Inoculations</b>	<ul style="list-style-type: none"> <li>Hepatitis B vaccine or rabies vaccine</li> <li>Vaccinations necessary to enable the employee to perform work duties</li> </ul>	<ul style="list-style-type: none"> <li>Tetanus immunizations</li> </ul>
<b>Splinters</b>	<ul style="list-style-type: none"> <li>Foreign bodies which require more than simple means to remove because of their location, depth of penetration, size, or shape</li> </ul>	<ul style="list-style-type: none"> <li>Removing foreign bodies from the eye using only irrigation or a cotton swab;</li> <li>Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means (needles, pins or small tools)</li> </ul>
<b>Strains, Sprains, and Dislocations</b>	<ul style="list-style-type: none"> <li>Casts or immobilization with rigid stays</li> <li>Chiropractic manipulation</li> <li>Exercises recommended by a health care professional who trains the worker in the proper frequency, duration and intensity of the exercise</li> <li>Physical therapy</li> </ul>	<ul style="list-style-type: none"> <li>Hot or cold therapy</li> <li>Any non-rigid means of support, such as elastic bandages, wraps, non rigid back belts, etc.</li> <li>Finger guards</li> <li>Temporary immobilization devices while transporting an accident victim (e.g., splints, slings, neck collars, back boards, etc.).</li> </ul>
<b>Burns, skin rashes, and blisters</b>	<ul style="list-style-type: none"> <li>Any conditions that result in days away from work, restricted work, transfer to another job, or medical treatment beyond first aid</li> </ul>	<ul style="list-style-type: none"> <li>Draining fluid from a blister</li> </ul>
<b>Bruises/contusions</b>	<ul style="list-style-type: none"> <li>Draining of bruises by needle</li> </ul>	<ul style="list-style-type: none"> <li>Soaking therapy</li> <li>Hot or cold therapy</li> </ul>
<b>Medications</b>	<ul style="list-style-type: none"> <li>Prescription medication, whether given once or over a longer period of time</li> <li>Prescription medication, whether that prescription is filled or taken or not</li> <li>Non-prescription medication administered or prescribed at prescription strength</li> </ul>	<ul style="list-style-type: none"> <li>Non-prescription medicines at non-prescription strength, whether in ointment, cream, pill, liquid, spray, or any other form</li> </ul>
<b>Oxygen</b>	<ul style="list-style-type: none"> <li>Oxygen administered to an employee exposed to a substance who exhibits symptoms of an injury or illness</li> </ul>	<ul style="list-style-type: none"> <li>Oxygen administered purely as a precautionary measure to an employee who does not exhibit any symptoms of an injury or illness</li> </ul>
<b>Physical Therapy</b>	<ul style="list-style-type: none"> <li>Exercises recommended by a health care professional who trains the worker in the proper frequency, duration and intensity of the exercise</li> <li>Physical therapy</li> </ul>	
<b>Loss of Consciousness</b>	<ul style="list-style-type: none"> <li>Loss of consciousness which results from a workplace event or exposure (e.g., chemicals, heat, an oxygen deficient environment, a blow to the head)</li> </ul>	<ul style="list-style-type: none"> <li>Loss of consciousness due solely to epilepsy, diabetes, narcolepsy, or other personal health condition</li> <li>Due to voluntary participation in a wellness or similar program (e.g., company sponsored blood donation)</li> </ul>

# OSHA'S VIEW ON MEDICATIONS

Whenever a licensed health care provider prescribes medication to an employee due to a work-related incident, the case becomes OSHA Recordable.

## Frequently Asked Questions

### What if an employee chooses not to take or fill a prescription?

Regardless of what the employee chooses to do with the prescription, the licensed health care provider made a professional judgement that the case warrants treatment by medication = OSHA Recordable.

### What if a doctor gives an employee a one-time dose of medication at the office?

Whether given once or for a longer period of time, prescription medication is considered medical treatment beyond first aid = OSHA Recordable.

### What if a doctor prescribes a medication only as a precautionary/preventative measure (i.e. antibiotics only to be used if employee develops an infection) but the employee never needs to take it?

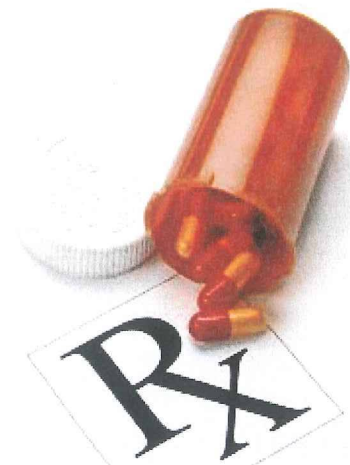
Any use of prescription medication in treating a work-related injury is considered medical treatment, regardless of purpose prescribed = OSHA Recordable.

### What if a doctor doesn't write a physical prescription but instead makes note for the employee to take a higher dose of an over the counter medication (i.e. "Take 3 tablets of over-the-counter Ibuprofen 200mg, three times a day")?

Using any over-the-counter medication at a higher dose than listed on the manufacturer's label makes the case OSHA Recordable. The prescription strength of over-the-counter medications is determined by the measured quantity of the therapeutic agent to be taken at one time (a single dose).

The single dosages for 4 common over-the-counter drugs that are considered prescription strength are:

- Ibuprofen (such as Advil™) - Greater than 467 mg
- Diphenhydramine (such as Benadryl™) - Greater than 50 mg
- Naproxen Sodium (such as Aleve™) - Greater than 220 mg
- Ketoprofen (such as Orudus KT™) - Greater than 25mg





# IMPORTANT CONTACTS:

## **OPERATIONS EXCELLENCE MANAGERS:**

Tom Orth - #

- Northeast Region

Kenneth Hardwick - #

- Mid South Region

Jeff Smith - #

- Southeast Region

Stephen Rotonda - #

- East Central Region

Matthew Dettman - #

- Great Lakes Region

Randy Penkalski - #

- Mid Central Region

Joshua Ford - #

- South Region

David Gallant - #

- Mid West Region

Bernie Richards - # (717) 917-6439

- Utility Services

Tom Karnowski - #

- VP of EHS

## **CLAIMS SUPPORT:**

Wendy Vinard - # (317) 575-7841

Cathy Wyler - # (317) 575-7822

ZURICH - #

## **TRAINING SUPPORT:**

Dan Halverstadt - #

Tim Gale - #

Dave Hembroff - #

Paul Prospero - #

## **DONLEN SUPPORT:**

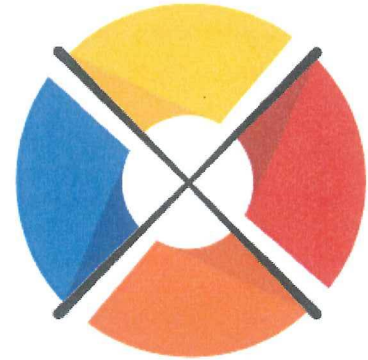
(800) 323-1483

Option # 4

# LOCATE ZERO

Locate Zero is the foundation of our EHS Program; the WHY behind what we do. It is through Locate Zero that we can communicate why safety is important throughout our organization and bring to life what each employee values to make it personal for them.

Locate Zero goes far beyond just being safe. It places an importance on why we choose to be safe for ourselves, our fellow coworkers, the public and the communities in which we live and work in.



# LOCATE ZERO

## ZERO:

### INJURIES

WE MUST FIRST NOT HURT OURSELVES

### RVAS

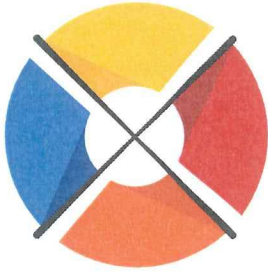
WE MUST NOT HURT OURSELVES AND OTHERS

### DAMAGES

WE MUST NOT HURT OUR COMMUNITIES

### DELAYS

WE MUST DO ALL OF THAT AS EFFICIENTLY AS POSSIBLE



*Locate Zero is the foundation of our EHS Program; the WHY behind what we do. Locate Zero goes far beyond just “being safe.” It places an importance on WHY we choose to be safe for ourselves, our fellow coworkers, the public and the communities in which we live and work in.*

**LOCATE  
ZERO**

**ZERO INJURIES**  
WE MUST FIRST NOT HURT OURSELVES

Nobody wants to get injured at work. The ultimate goal for any worker is to be able to go home at the end of the day in the same condition as they left.

The ability to observe your surroundings and make detailed assessments about your environment is how you can stay in control of your safety every day. This is not just a trait of top secret operatives; it's a skill known as *situational awareness*, and everyone has the ability to possess it.

As the names implies, situational awareness is simply knowing what's going on around you.

## HOW DO I GET TO **ZERO INJURIES**?

### **ASSESS**

Always assess your surroundings for hazards when you first arrive (and whenever conditions change) to understand what can hurt you.

### **ANALYZE**

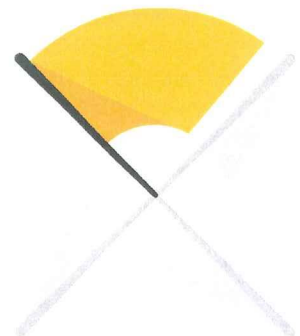
Once you have assessed your surroundings, you can then determine the safest course of action. Choose the most serious or immediate hazard you identified and ask:

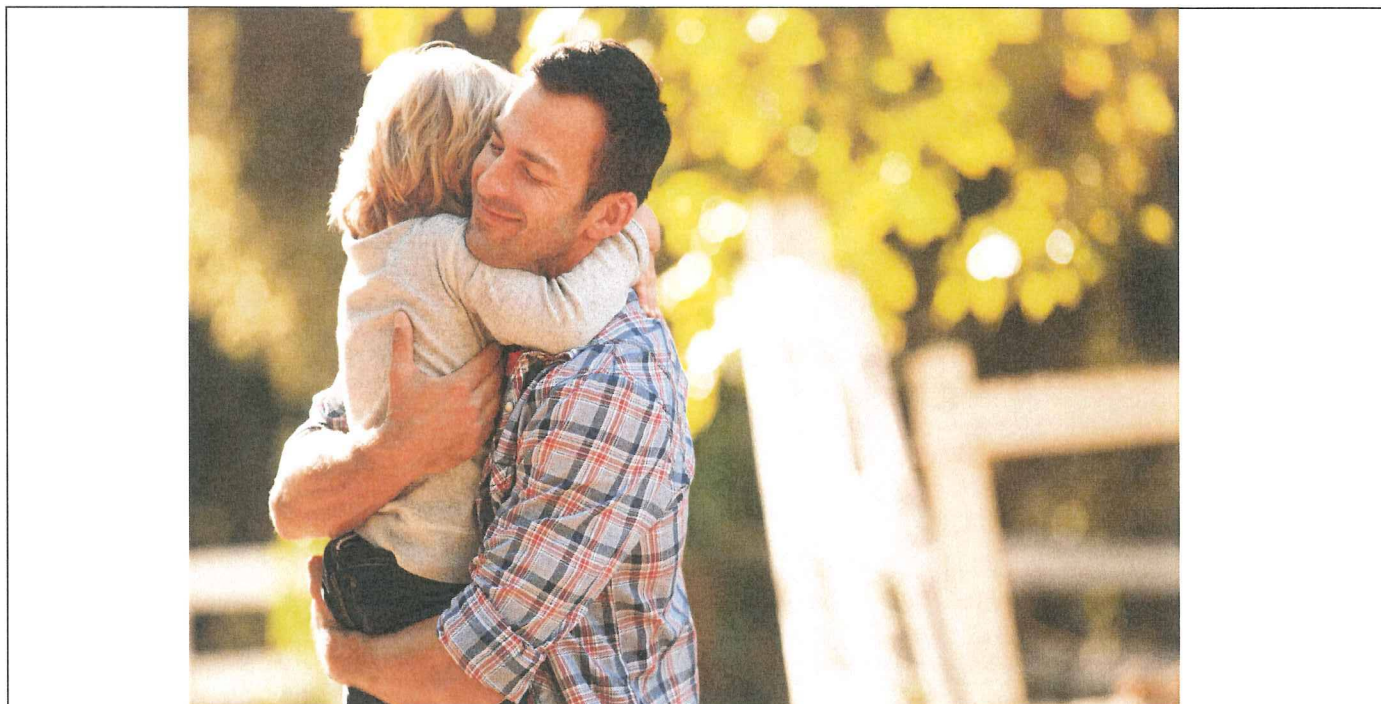
Can I avoid it entirely? -or-

Can I reduce it to an acceptable risk?

### **ACT**

Once a hazard is identified and the safest alternative is selected, you have to apply the strategies you've learned to minimize the risk. Remember to stick to the plan!

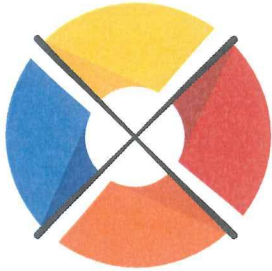




# ZERO INJURIES







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**LOCATE  
ZERO**

# ZERO RVAS

**WE MUST NOT HURT OURSELVES AND OTHERS**

Safe work procedures apply to all aspects of your job, including driving the company vehicle assigned to you. Being a professional driver requires that all of your attention be focused the task at hand.

## HOW DO I GET TO ZERO RVAS?

### SEE AHEAD

Set your sights high. Look ahead at least 15 seconds for potential hazards. See and react to problems before they become unavoidable hazards. Pace yourself between traffic lights to avoid unnecessary stops and starts.

### SCAN FREQUENTLY

Scan a mirror every 5 to 8 seconds to maintain constant awareness around your vehicle. Look left, right, then left again at all major and minor intersections prior to entry.

### STAY IN SPACE

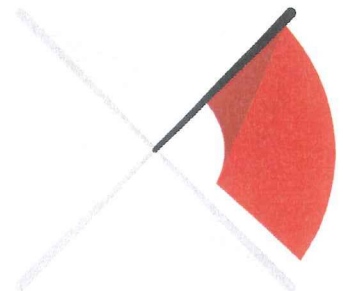
Maintain a 4 second minimum following distance. Adjust your cushion whenever weather or road conditions present a hazard to you. Keep space all around your vehicle to the front, the rear and if possible, both sides. Avoid traveling in traffic clusters that rob you of both surrounding visibility and time to make decisions.

### SEEK EYE CONTACT

The idea is to COMMUNICATE. Use your vehicle's head lights, brake lights, 4-way flashers, or a light tap of the horn to communicate your intentions. Use hand signals and seek eye contact with other drivers and pedestrians.

### AVOID BACKING

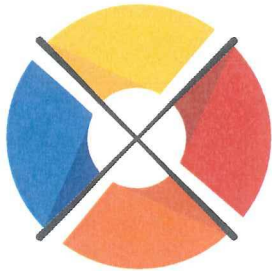
Look for opportunities to pull through into parking spaces. If you must back, be sure to scan the area you will be backing into thoroughly. Perform a 360 degree walk-around to check for hazards before backing. Use a spotter if available.





# ZERO RVAS





**LOCATE  
ZERO**

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# ZERO DAMAGES

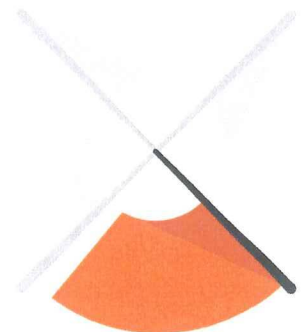
**WE MUST NOT HURT OUR COMMUNITIES**

**HIGH RISK! HIGH COST!  
HIGH CUSTOMER EXPOSURE!**

- Telephone: 1,200+ pairs, 26+ strand fiber optic, trunk or toll, pulp cable, conduit, "special"
- Gas: 6"+, any size High Pressure (100lbs+)
- Electric: Transmission and feeder cables
- Water: 10"+ diameter
- Sewer: Forced mains
- Critical facilities (regardless of size): Lines directly connected to Central Offices and electric substations; or feeding hospitals, schools, banks, prisons, police/fire departments

## HOW DO I GET TO ZERO DAMAGES?

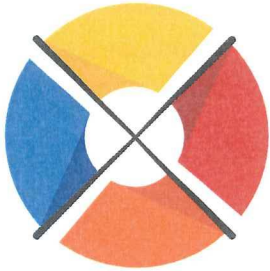
- Working One Day Ahead – *'If it's due tomorrow, it's due today.'*
- Clear documentation of work done, problems and contractor communication on tickets
- Proper photo documentation of tickets closed
- Effective communications – Understanding contractors needs and schedule
- Knowing and Marking The Scope of the Ticket – Closing the box
- Understanding and effectively applying the Locate Process
- Keep it simple – Use alternate locate methods when necessary (Turn backs – Untonable Crew – Vac. Excavation)





# ZERO DAMAGES





**LOCATE  
ZERO**

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# ZERO DELAYS

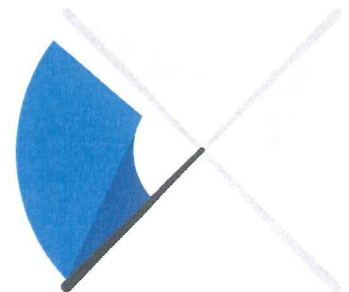
**WE MUST DO ALL AS EFFICIENTLY AS POSSIBLE**

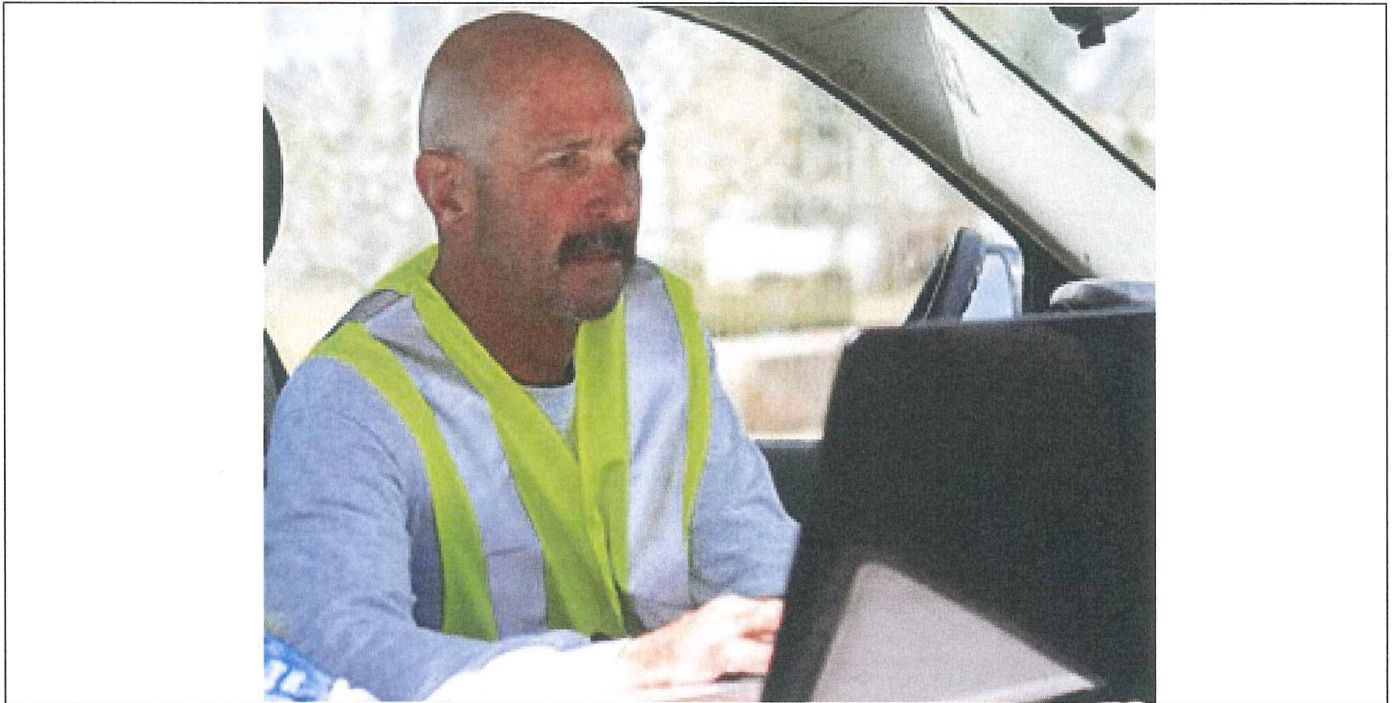
## POTENTIAL FOR DAMAGE:

- Directional drilling?
- Within 1,000' of the Central Office?
- Use 2nd access point
- Attach screen shots of the print
- Supervisor to review the locate

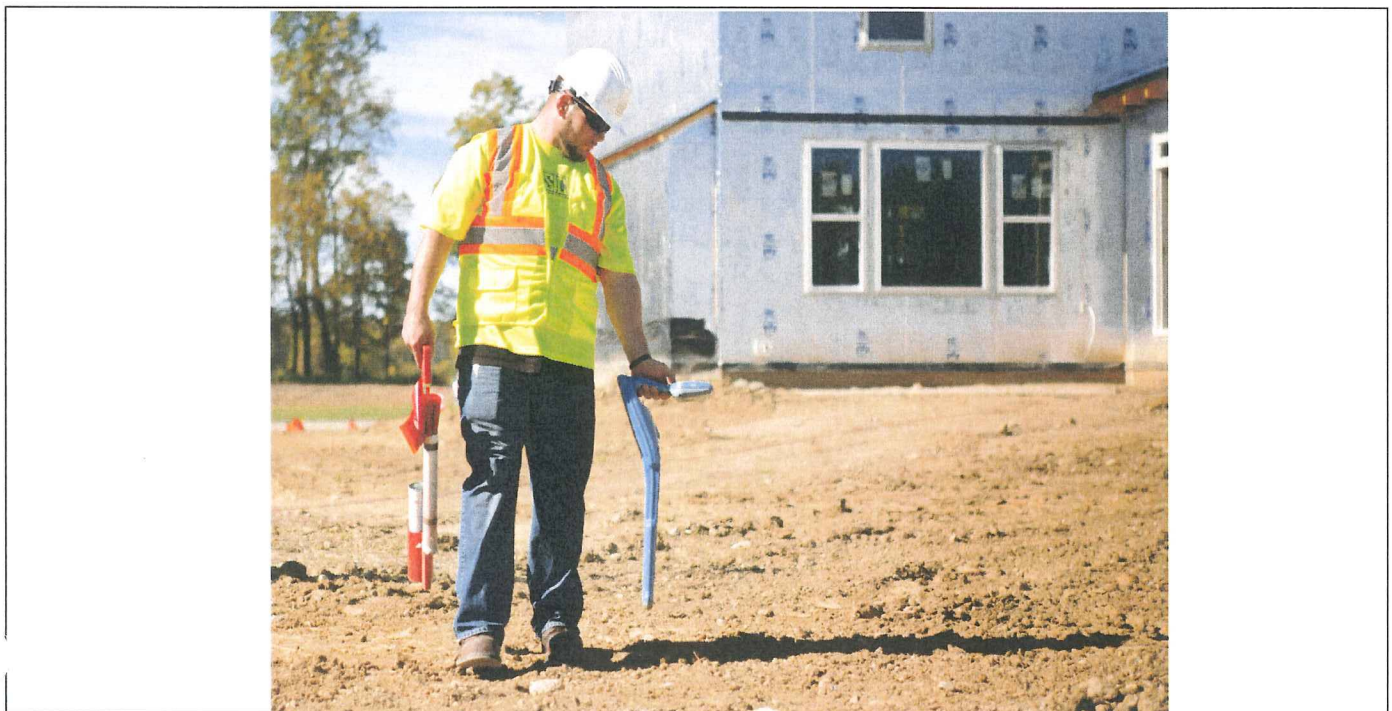
## HOW DO I GET TO ZERO DELAYS?

- Working One Day ahead – *'If it's due tomorrow, it's due today.'*
- Effective communications – Understanding contractors needs and schedule accordingly
- Efficient staffing and ticket load projections
- Efficient ticket routing – Work to avoid 'Locked View'





# ZERO DELAYS





# SAFE-LIFE BEHAVIORS





# WHAT IS THE “SAFE-LIFE?”



PROTECTING INFRASTRUCTURE.

PROTECTING OUR COMMUNITIES.

PROTECTING OURSELVES.

The **SAFE-LIFE** is our culture.

- All incidents are preventable.
- We make choices and take actions to prevent incidents.
- We accept responsibility for our choices and actions.
- Nothing we do is worth getting hurt for.
- We use Time Out Authority when risk is not controlled.

**LIVE A SAFE-LIFE AT HOME, AT WORK  
AND THE JOURNEYS BETWEEN**



# SAFE-LIFE BEHAVIOR : A<sup>3</sup>

**A3 PROGRAM:** Assess, Analyze, and Act – Hazard recognition and risk mitigation thought process



The A3 Program explains how we do what we do to achieve World Class Safety. This simple 3-step cognitive-based process of Assess, Analyze and Act directly impacts and engages employees in hazard recognition/mitigation techniques and internalizes their own personal values as they approach their daily work tasks.

**ASSESS:** Always assess for hazards when you first arrive (and whenever conditions change) to understand what can hurt you!

**ANALYZE:** Always analyze options to determine the safest alternative to understand how to protect yourself!

**ACT:** Once a hazard is identified and the safest alternative is selected, you have to act on it by sticking to the PLAN!



**DO IT FOR YOUR LOVED ONES.**

*AT HOME, AT WORK AND THE JOURNEYS BETWEEN*



# SAFE-LIFE BEHAVIOR: PPE

**PPE:** Personal Protective Equipment – State of the art, hazard defending clothing and gear

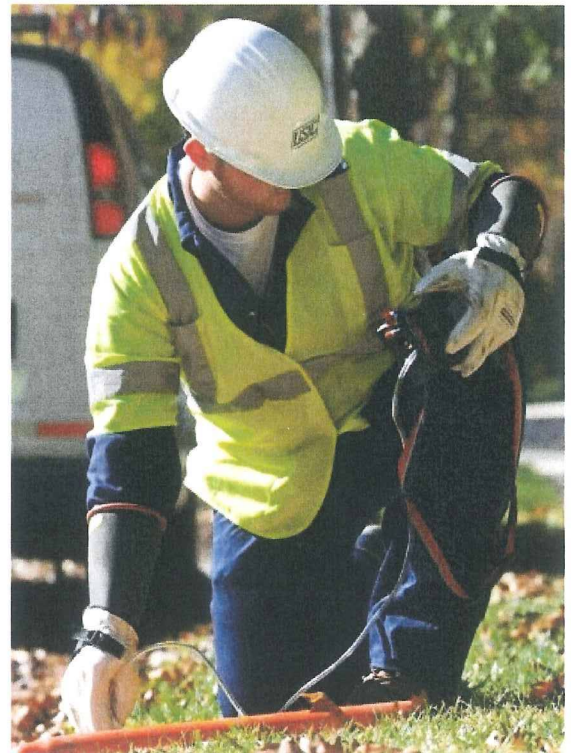
Last Line of Defense - First Thing Others See

## BASIC UNIFORM:

- SAFETY VEST
- WORK BOOTS
- SAFETY GLASSES
- HARD HATS

## TASK and HAZARD SPECIFIC:

- GLOVES
- EAR PLUGS
- SUNSCREEN
- COOLING CLOTHES/TOWELS
- SAFETY RAIN/COLD WEATHER COATS

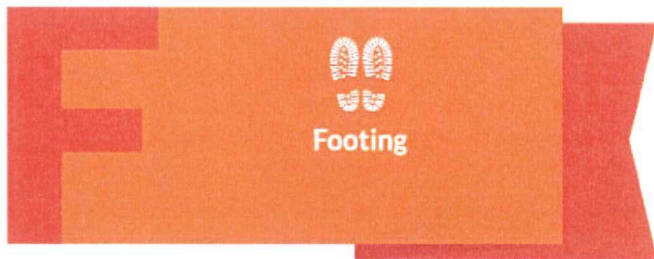


AT HOME, AT WORK AND THE JOURNEYS BETWEEN

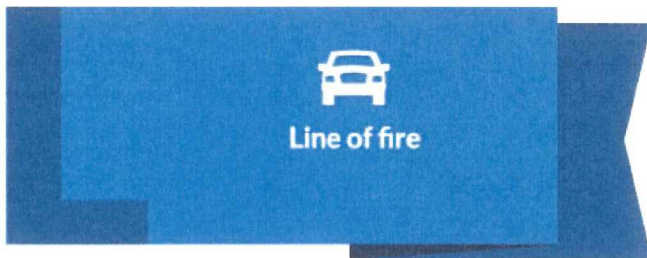


# SAFE-LIFE BEHAVIOR : F.L.A.G

**F.L.A.G:** Mental Reminder to lower risk for our four most common injury-causing hazards.



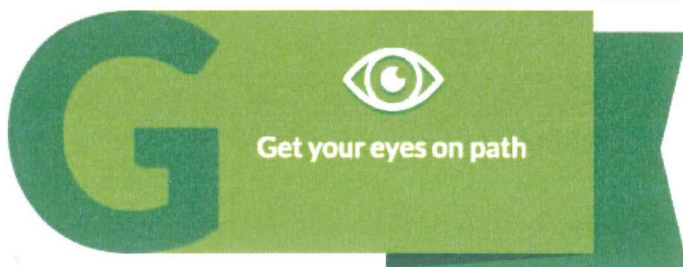
CHOOSE THE SAFEST PATH AND MAINTAIN SECURE FOOTING AT ALL TIMES.



STAY OUT OF THE LINE OF FIRE. NEVER PUT YOURSELF IN FRONT OF AN OBJECT THAT IS MOVING.



USE PROPER ALIGNMENT WHEN LIFTING. ALWAYS LIFT FACING THE OBJECT, BENDING AT THE KNEES.



WHETHER DRIVING OR WALKING, ALWAYS LOOK FOR HAZARDS IN FRONT OF YOU.

*AT HOME, AT WORK AND THE JOURNEYS BETWEEN*



# SAFE-LIFE BEHAVIOR : ROPES

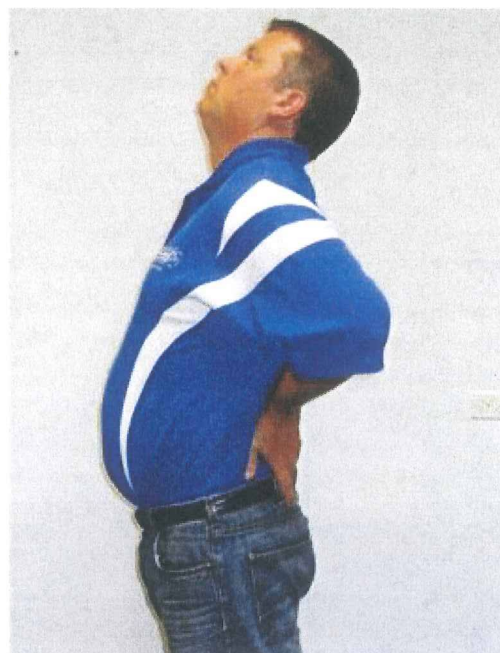
**ROPES:** Reversal of Posture Exercises – Protecting against strains, improving flexibility

- Opportunity for movement, recovery and restoration of circulation
- Benefits are increased productivity, decreased fatigue and reduced risk of injury
- Offsets the risk of awkward postures, forceful exertions, repetition etc. especially when unable to eliminate these risks
- Takes approx. 1 minute to perform all 8 exercises

**Perform ROPES at least twice a day; before your first work task of the day AND before your first task after lunch!**

## The CYCLE of an Injury:

- Peak Performance
- Fatigue
- Discomfort
- Pain
- Injury



*The BACKWARD BEND is the most critical stretch. Perform this every time you open your tailgate.*

**BREAK THE CYCLE WITH ROPES!**

AT HOME, AT WORK AND THE JOURNEYS BETWEEN

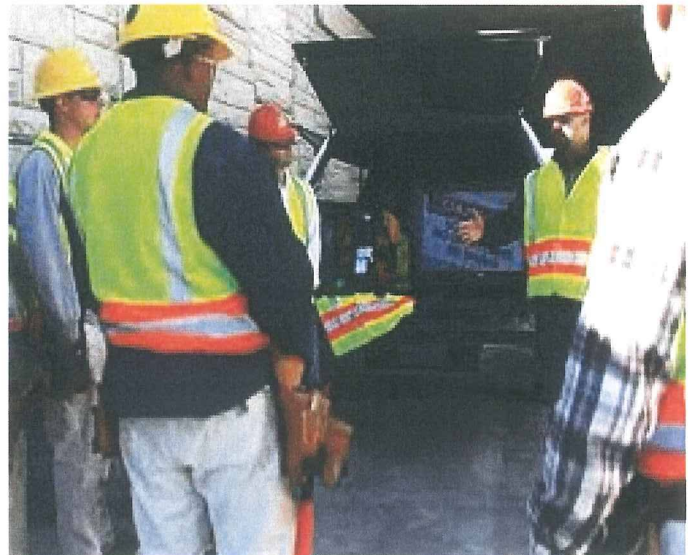


# SAFE-LIFE BEHAVIOR : TAILGATE TALKS

**TAILGATE TALKS:** Safety Meetings where employees share and management listens!

GROUP MEETINGS / CONFERENCE CALLS  
FACE-TO-FACE / ONE-ON-ONE

IT'S ABOUT CONVERSATION!



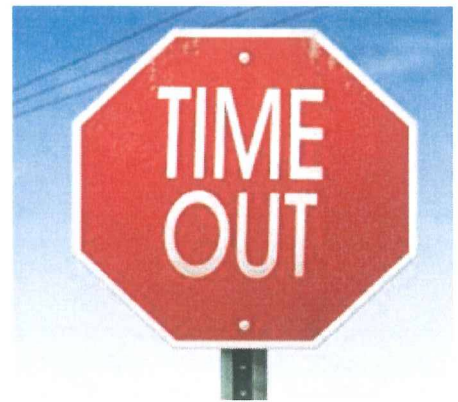
- T**alk About the Job
- A**ssign Specific Duties
- I**dentify Hazards
- L**et Everyone Know What's Expected
- G**uarantee No Additional Hazards Are Created
- A**llow Time to Do the Job Safely
- T**alk About Required Protective Equipment
- E**nsure Everyone Understand Their Duties

*AT HOME, AT WORK AND THE JOURNEYS BETWEEN*

# SAFE-LIFE BEHAVIOR: TOA

**TIME OUT AUTHORITY:** Employees, visitors or contractors are authorized and expected to stop any task or operation where you perceive the risk to people, environment or property is not being properly controlled.

If you use Time Out Authority, and you cannot safely restart the task, you must report it to your Supervisor



## WHEN TO USE:

- Operator not trained/not competent to perform the task
- Safety risk assessment and/or procedure not available
- Equipment to complete task not available or damaged
- Personal Protective Equipment (PPE) is not used or is incorrect/not appropriate
- Risk of environmental damage
- EHS regulations will be breached

If you witness an unsafe practice or situation,  
do not walk by... intervene and STOP!

You can prevent a serious injury or even save a life!

AT HOME, AT WORK AND THE JOURNEYS BETWEEN



# SAFE-LIFE BEHAVIOR : DRIVE A<sup>3</sup>LIVE

**DRIVE A<sup>3</sup>LIVE:** Safe work procedures apply to all aspects of your job, including driving the company vehicle assigned to you.



**DRIVE PROFESSIONALLY.**

**A  
S  
S  
E  
S  
S**

## 1. SEE AHEAD

SEE AND REACT TO HAZARDS BEFORE THEY BECOME UNAVOIDABLE; LOOK 15 SECONDS AHEAD.

## 2. SCAN FREQUENTLY

CONSTANT AWARENESS IS KEY TO SAFE DRIVING. SCAN A MIRROR EVERY 5-8 SECONDS, ALWAYS KEEP YOUR EYES MOVING.

## ANALYZE - AVOID / MINIMIZE DRIVING HAZARD(S)

**A  
C  
T**

## 3. STAY IN SPACE

KEEP A SPACE CUSHION AROUND YOUR VEHICLE. AVOID DRIVING IN CLUSTERS AND MAINTAIN AT LEAST A 4 SECOND FOLLOWING DISTANCE.

## 4. SEEK EYE CONTACT

MAKE YOUR PRESENCE KNOWN. GAIN EYE CONTACT WITH DRIVERS & PEDESTRIANS. COMMUNICATE WITH YOUR VEHICLES WARNING SIGNALS.

AT HOME, AT WORK AND THE JOURNEYS BETWEEN



# SAFE-LIFE BEHAVIOR : #ONE THING

**#ONETHING:** Our work requires our full focus and attention. USIC Focuses on One Thing at a Time. It is our very own secret to living a SAFE-LIFE.

## WE “PRACTICE MINDFULNESS”

- Bring your attention to sensations in your body
- Breathe in through your nose
- Allow air downward into your lower belly
- Let your abdomen expand fully
- Breathe out through your mouth
- Notice sensations each inhalation and exhalation
- Proceed with task at hand slowly and with full deliberation
- Engage your senses fully
- Notice each sight, touch, and sound. Savor every sensation.



When you notice your mind has wandered from task at hand, gently bring attention back to sensations of the moment.

## WHAT IS #ONETHING YOU CAN DO TODAY TO HELP YOU GET CLOSER TO LEADING A SAFE-LIFE?

*AT HOME, AT WORK AND THE JOURNEYS BETWEEN*





# SAFE-LIFE BEHAVIOR BRIEFING & BASICS

**BRIEFING & BASICS:** The key to living the SAFE-LIFE is the habits in our culture. These particular habits are the fundamentals of our profession: they reduce the risk of all our major hazards.

Pre-Job Briefing is a 5-step Planning Behavior...

Step 1	Vehicle	11 SAFE LIFE Basics	Job Site
<b>Drive A3Live</b> <b>ASSESS - See Ahead &amp; Scan Frequently</b> <b>ANALYZE - Avoid / Minimize Driving Hazard</b> <b>ACT - Space Cushion &amp; Seek Eye Contact</b>	1) Seatbelts must be worn at all times 2) Avoid backing your vehicle If you must back, back upon arrival 3) Always leave at least a 4 second space cushion around your vehicle 4) Do not use your cell phone or laptop when your vehicle is in gear 5) Use your truck as a barrier between you and traffic when locating in a roadway	6) Always wear your PPE 7) Drink water BEFORE you are thirsty 8) Bend your legs to lift - NOT your back Use proper tools to lift a manhole cover 9) Always gas test manholes before opening Always ventilate before entering 10) Be aware of your surroundings 11) FACE Traffic - Minimize turning your back to traffic	
<b>Step 2</b> <b>Personal Protective Equipment</b> Safety Vest, Work Boots, Hard Hat, Safety Glasses	<b>7 Intersection Behaviors</b> <b>40% Of All Vehicle Accidents Occur At Or Near Intersections</b>		
<b>Step 3</b> <b>Jobsite Hazard Identification - ASSESS</b> Ground Surface Hazards, Insect-Plant-Animal Hazards Traffic-Pedestrian Hazards, Falling Object Hazards Blowing Debris Hazards	1) <b>SCAN</b> the intersection and be aware of every vehicle and every pedestrian 2) Always come to a <b>COMPLETE STOP</b> at stop signs and red lights 3) Always use the <b>WEDGE</b> when stopped at an intersection. You should be able to see the bottom of the tires & the pavement of the vehicle in front of you. When first in line, you should be able to see the white line. 4) Allow an <b>INTERSECTION</b> to <b>CLEAR</b> before proceeding <b>WAIT</b> 3 seconds after the light turns green. 5) Always come to a <b>SLOW STOP</b> at <b>YELLOW LIGHTS</b> Never attempt to beat the light. If you drive through a yellow light, sound your horn as a warning. 6) <b>Never CREEP</b> out into traffic to make a left hand turn 7) Always <b>"HOOD"</b> your brake as you pass through an intersection. Hooding your brake means to take your foot off the accelerator and cover the brake without applying.		
<b>Step 4</b> <b>Hazard Avoidance - ANALYZE</b> Change Work Path, Avoid Contact, Tap on Ped Hard Hat or Safety Glasses Area or Pants/Long Sleeves Call for Assistance (home owner/supervisor/excavator)	<b>SAFE LIFE Vision, Policy &amp; Principles Card</b> We choose, live, and lead the SAFE-LIFE at home, at work, and the journeys between. All incidents are preventable. Working safely is a condition of employment No job or activity we do is worth risking injury. All employees are empowered with a Time Out Authority		
<b>Step 5</b> <b>Special Precautions - ACT</b> Manhole cover removal - use cantilever style hook Manhole entry-gas test, uncover, guard, pump, ventilate Heavy Traffic Conditions, Heavy Equipment Operation Pit / Trench / Water hazards Weather hazards (heat-hydration, cold-layers) Call for assistance (supervisor; EHS field specialist)			
Last Revised:6/9/16			

AT HOME, AT WORK AND THE JOURNEYS BETWEEN



# USIC CEO EHS Policy Statement: Commitment to the **SAFE-LIFE**

*To be Posted in All Work Locations*

## ENVIRONMENT, HEALTH, AND SAFETY (EHS) POLICY STATEMENT

USIC is committed to **leading a SAFE-LIFE culture**: preventing harm of any kind to the people, property or environment affected by our services. We believe every incident is preventable and cultivate this ideology through the empowerment and motivation of our employees. We make safe choices, identifying hazards and eliminating or reducing risk in every task, at home, at work, and the journeys between, every day. We are industry leaders in protecting infrastructure. We work with integrity to achieve legal and regulatory compliance at thousands of sites in North America.

Managers are expected to accept this responsibility and commit the necessary resources to achieve our objectives. Individual employees are also expected to carry out their duties in accordance with USIC's commitment to **living a SAFE-LIFE** and its policies and procedures.

USIC commits to the **SAFE-LIFE** by ensuring:

- All locations and business units have clearly stated EHS policies.
- Employees and contractors will be provided with safe and healthy work environments which meet or exceed applicable legal and regulatory requirements.
- Procedures will be in place designed to recognize, establish, evaluate, and control EHS hazards.
- All employees will be provided with EHS training for their scope of work as USIC deems applicable and appropriate.
- All employees will be involved with the EHS processes and programs.
- Improvement and effectiveness of EHS systems, policies and procedures will be measured regularly.
- Responsibility, accountability, and disciplinary actions are clearly defined for all employees.
- Employees, visitors and contractors are authorized and expected to **STOP** and report to supervision any task or operation in which perceived risk to people, the environment, or assets is not being properly controlled.

At USIC we know that employees are our most valuable assets. The health and safety of our workforce is the foundation of our business. "**WE CHOOSE THE SAFE-LIFE**" means we are working together to accomplish the common goal of a safe, healthy and environmentally compliant workplace.

Reference Documentation:

- USIC Code of Conduct Policy – Environment, Health & Safety
- USIC Safety Policy

  
Rob Tullman

CEO

May 6, 2016



# NOTES

A series of horizontal lines provided for taking notes, spanning the width of the page below the 'NOTES' header.





# NOTES

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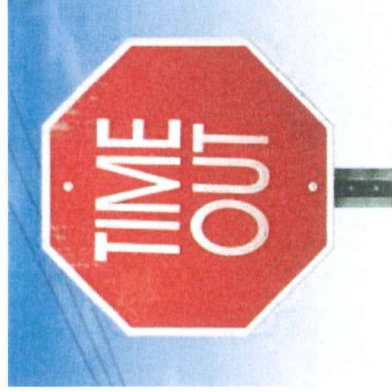


# Time Out Authority

## “Pause, to Make Safe”

### Employees, Visitors, Contractors

You are authorized and expected to stop any task or operation where you perceive the risk to people, environment or property is not being properly controlled.



### **Examples When to Use**

operator not trained/not competent to perform task

safety risk assessment and/or procedure not available

equipment to complete task not available or is damaged

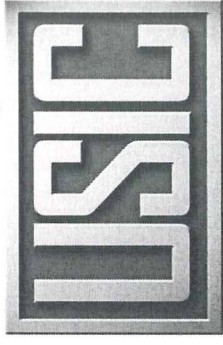
Personal Protective Equipment (PPE) is not used or is incorrect/not appropriate

Risk of environmental damage

EHS regulations will be breached

**If you use Time Out Authority, and you cannot safely restart the task, you must report it to your Supervisor.**

**If you witness an unsafe practice or situation, do not walk by... intervene and STOP!  
You can prevent a serious injury or even save a life!**





# ASSESS



*Find Hazards Before They Find You!  
When You First Arrive  
When Conditions Change*



**GRAVITY**



**TEMPERATURE**



**MOTION**



**CHEMICAL**



**MECHANICAL**



**BIOLOGICAL**



**ELECTRICAL**



**RADIATION**



**PRESSURE**



**SOUND**



# ANALYZE



Am I trained, knowledgeable, qualified to do task safely?

Do I have all necessary tools and PPE?

Am I physically & mentally prepared to do task safely?

WHAT WILL KILL ME?



WHAT WILL HURT ME?



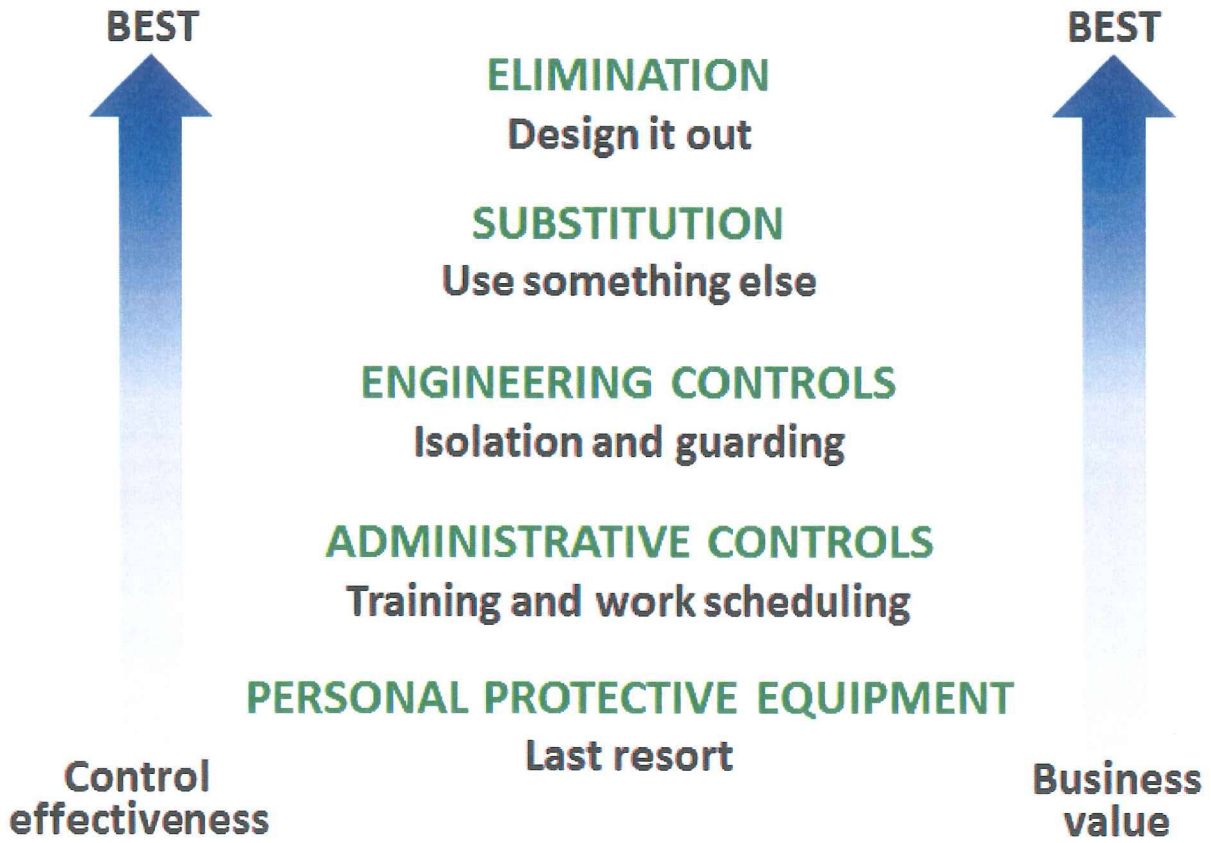
WHAT WILL ANNOY ME?



*WHAT COULD POSSIBLY GO WRONG?*



# ACT

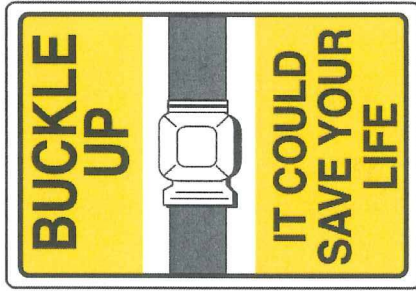


*WHEN IN DOUBT, USE YOUR TIME OUT AUTHORITY!*





# 3 THINGS YOU NEED TO DO ASAP



Tech not wearing seatbelt last week got rear ended, head slammed into truck roof.



## CLOSE THE LID!

**ZERO TOLERANCE:**  
No Using the Laptop While Driving.

## DRIVE A3LIVE!

See Ahead  
Scan Frequently  
Stay in Space  
Seek Eye Contact



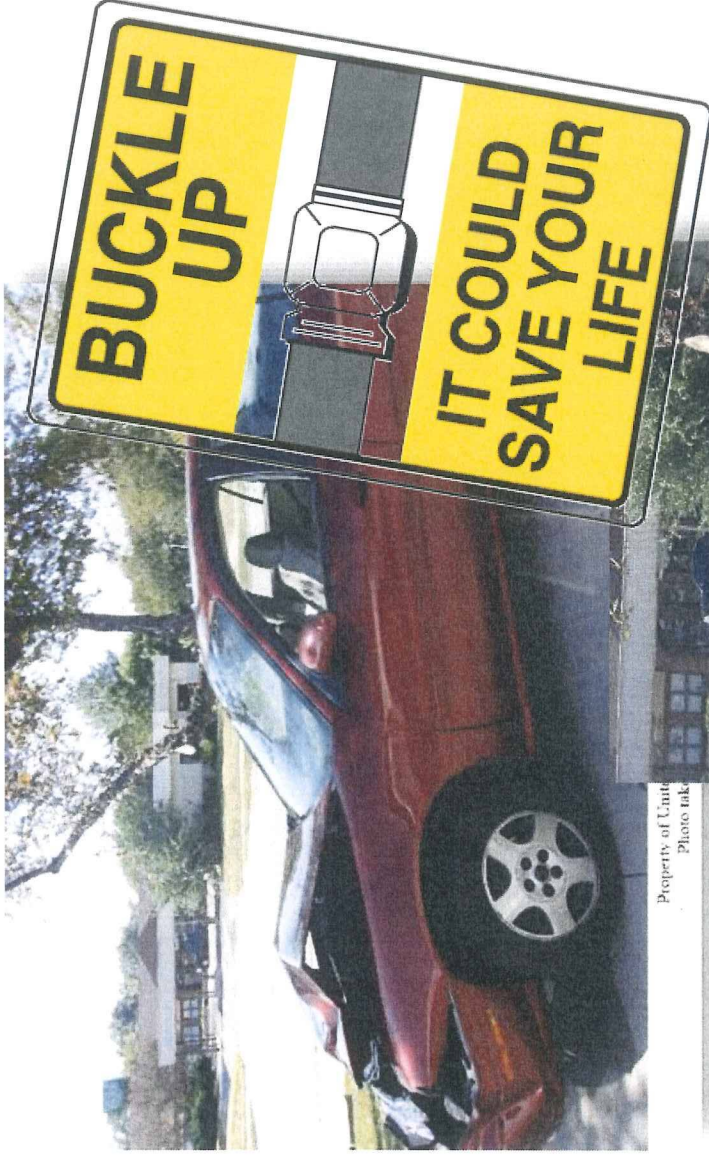
## ADJUST YOUR VIEW

Tech A3'd passenger headrest...adjust just like rear view mirrors or your seat/steering wheel

**SAFE**  
**USIC**  
**LIFE**

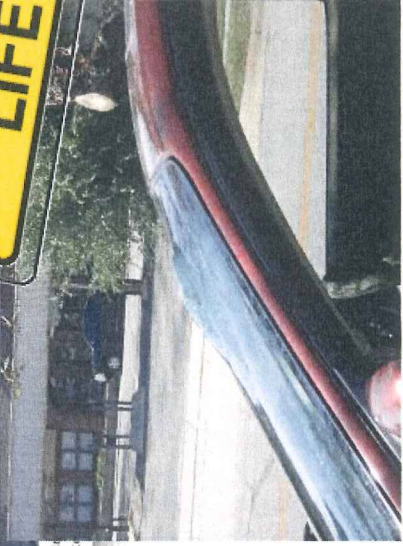
# THIS JUST HAPPENED

GREAT JOB  
JUSTIN EVERS  
Lead Locate Tech  
Lincoln Area Nebraska



Property of Unit  
Photo taken

Our teammate arrived shortly after collision.  
He gave medical assistance to driver until paramedics arrived.  
This young man was not wearing a seat belt.  
Fortunately his injuries were not life threatening.

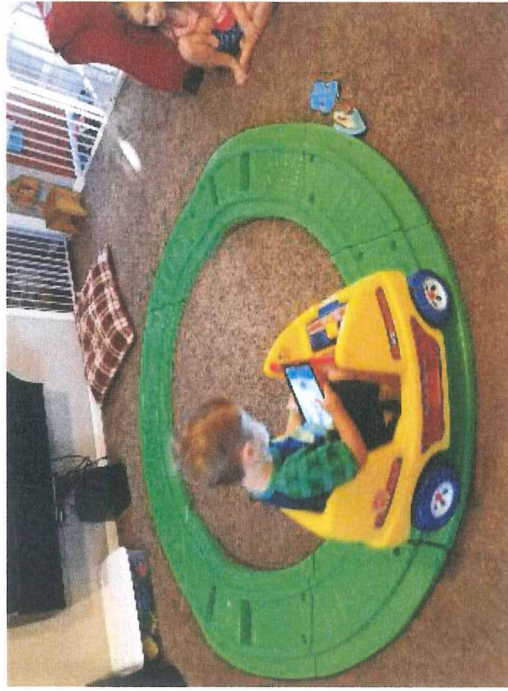


Property of Unit  
Photo taken

**ALWAYS BUCKLE UP!**

## #ONETHING.....JUST DRIVE

Meet grandson of supervisor  
Andrew Rhoades (KS/CPLP).  
Andrew plans to break his grandson's bad habit!



He's young and  
has a chance.

DRIVE A3LIVE METHOD: See Ahead, Scan Frequently, Stay in Space, Seek Eye Contact

Now meet a former teammate  
Distracted with personal phone at 50mph.  
He's lucky to be alive.



Stay off your phone.  
Drive as if your life depends on it.

# THIS JUST HAPPENED



Shared by Travis Gibson, South Carolina, July 2017

JUST SAY NO  
TO  
SPEEDING...

Semi too fast for road  
Jack-knife, hit power pole & hydrant  
Truck cab burned up  
Driver lucky minor injuries

3 minutes saved by excessive  
speed? Not so much...



## A3 Driving Method

See Ahead  
Scan Frequently  
Stay in Space  
Seek Eye Contact

### Precautions

Seatbelt – ALWAYS!  
Avoid backing - (if you must back, do it upon arrival)  
Target a 4-second space cushion all around your vehicle.  
Your laptop should be “screen blanking” while in motion.

### Professionalism

Be a 10!  
Distraction Free  
Be Courteous  
Don't Tailgate  
No Stomping Gas/Brake  
Avoid Left/U Turns

### USIC Driver Behavior Program

#### Data Collection

- Safety Alerts
- GPS locations
- Driving records
- Collision history
- Harsh accel/deceleration events
- Speed limit violations
- High speed driving (ie. >80mph)
- Seat Belt Usage

Criteria	Point adjustment
No MVA in last 90 days	+1
RVA Major (>\$5K)	-4
RVA Minor (<\$5K)	-3
SA Severe	-2
SA Moderate	-1
SA Neutral	0
NRVA Preventable	-1
NRVA Non-Preventable	0
Better than USIC	+1
<= 2xUSIC	0
> 2xUSIC	-2
> 3xUSIC	-3
> 4xUSIC	-4
> 5xUSIC	-5
> 6xUSIC	-6

Events/hr  
(telematics)

Points	Action
10	Compliment – Supervisor gives “Good Job”
9	Supervisor gives Friendly Reminder to EE
8	Watch List – Supervisor Alerts EE
7	Watch List – Supervisor Coaches EE
6	Retraining – Drive A3live LMS
5	Retraining – ESPT Extended LMS
4	1 Day Suspension and Final Written Warning
3	Termination
2	Termination
1	Termination



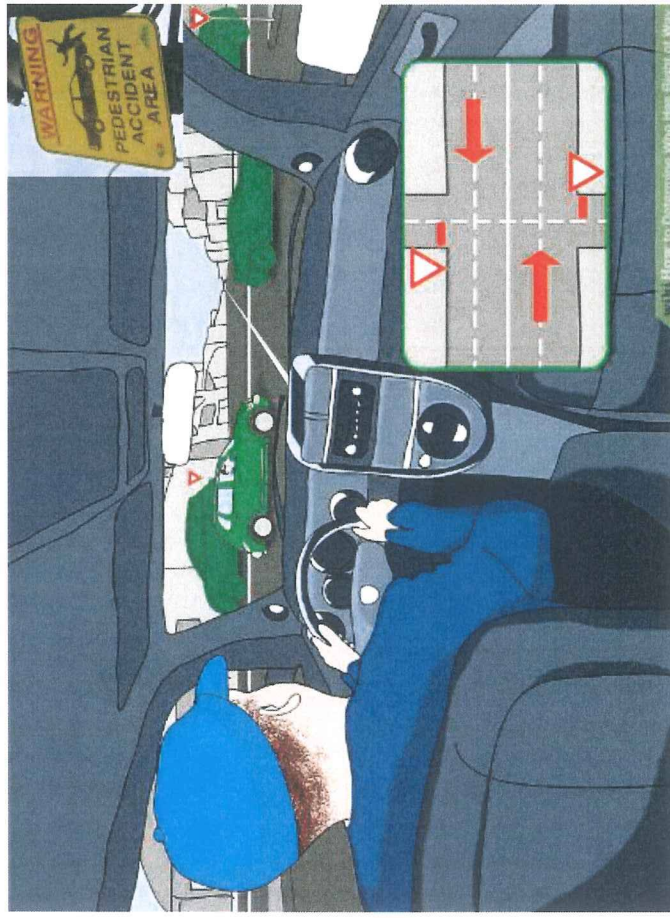
“Drive A3live!”

*This is what we mean.*

# DRIVE A3LIVE: "RIGHT OF WAY" & "FAILURE TO YIELD"



FAILURE TO YIELD  
BECOMES FAILURE TO LIVE



- MAKE COMPLETE STOPS
- LOOK BOTH WAYS
- CHECK MIRRORS
- CHECK CROSSWALKS

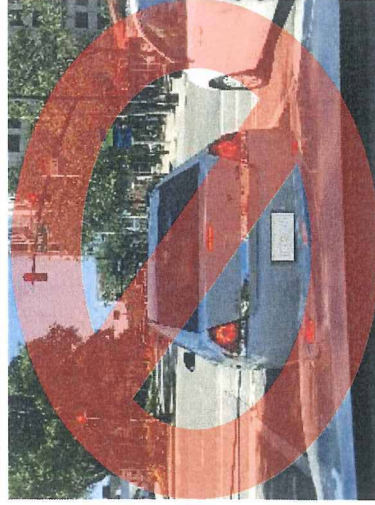
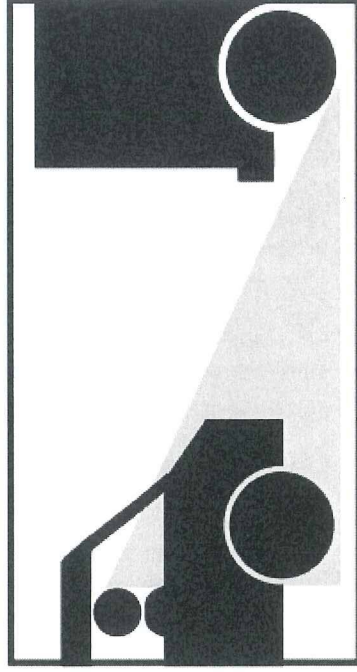
AVOID LEFT HAND TURNS  
ESPECIALLY CROSSING DIVIDED HIGHWAYS



WHY?

- NEVER ASSUME OTHERS WILL YIELD PROPERLY
- ALWAYS SAFER TO WAIT
- 7% DRIVING FATALITIES
- LEFT TURN IS 3x MORE LIKELY TO KILL PEDESTRIAN

**THE "WEDGE"  
ALWAYS SEE THE TIRES OF CAR IN FRONT**



**WHY?**

**ROOM TO MANEUVER  
IN CASE THAT CAR ROLLS BACK  
IN CASE YOU GET HIT FROM BEHIND**

# Driving A3live! (Day 1)



- 20+ hrs / week....It is half of what we do!
- Last year 4 MVA's per day!
- Hundreds of Thousands Close Calls
- 2 Compliments per day!

## Expectations

**Distraction Free  
Be Courteous  
Don't Tailgate  
No Stomping Gas/Brake**



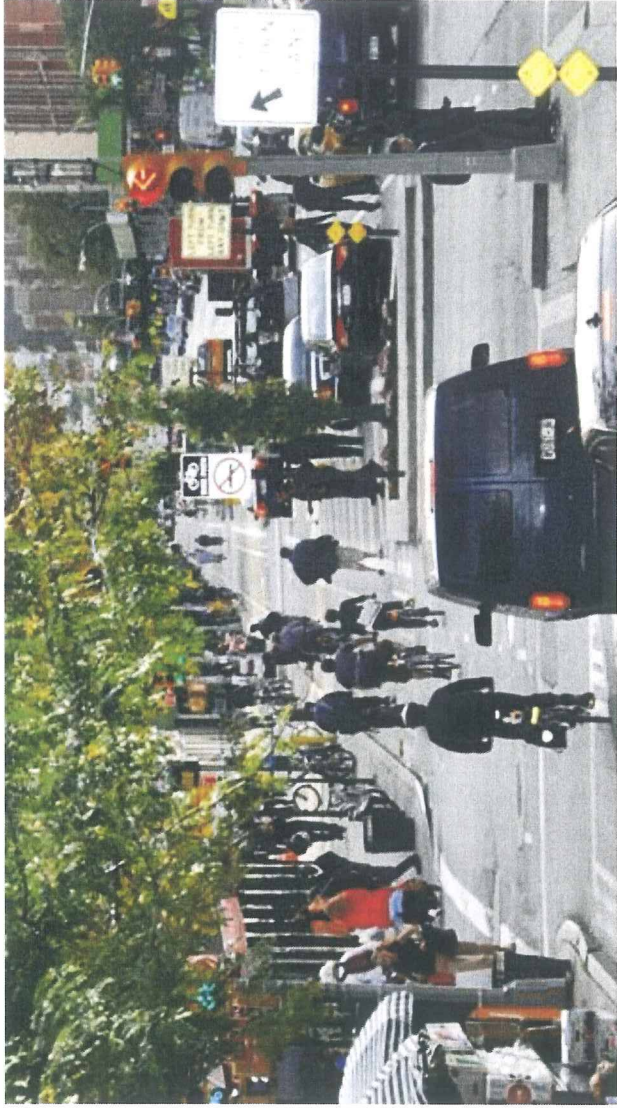


# Driving A3live! (Day 2)



## A3 Driving Method

**See Ahead  
Scan Frequently  
Stay in Space  
Seek Eye Contact**

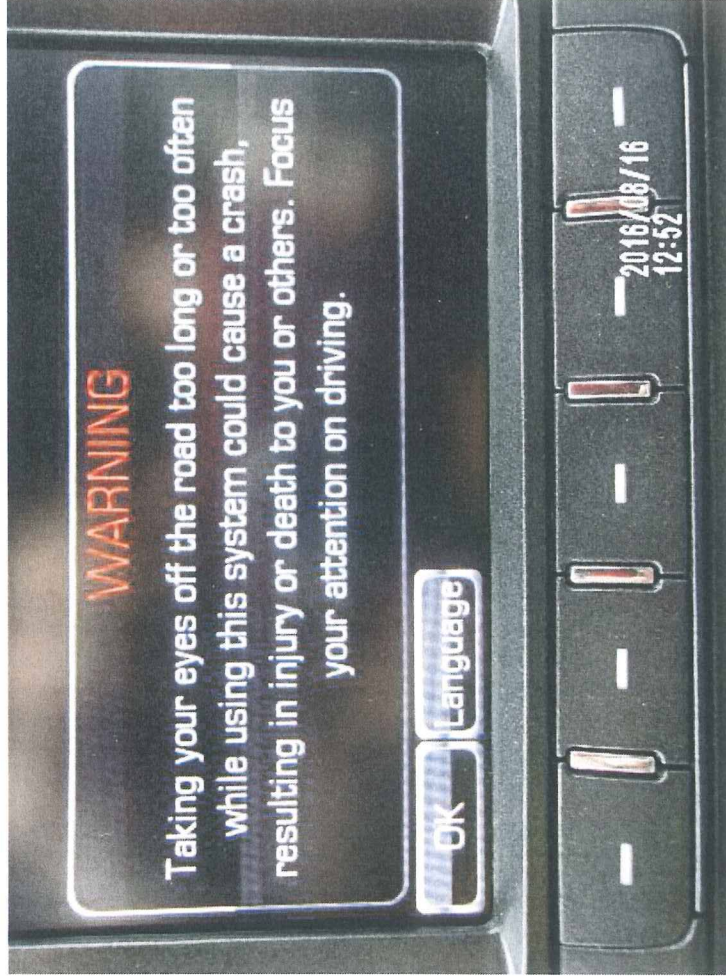


You'll learn each step in depth in your CBT.

# Driving A3live! (Day 3)



- How We Get Better
- Audible Alerts
- Scorecards
- Ridealongs
- Safety Alerts



Living the SAFE-LIFE means at home, at work AND THE JOURNEYS BETWEEN!

# Driving A3live! (Day 4)



## Precautions

**Seatbelt – ALWAYS!**  
**Avoid backing - (if you must back, do it upon arrival)**  
**Target a 4-second space cushion all around your vehicle.**  
**Your laptop should be “screen blanking” while in motion.**

### 7 Intersection Behaviors

40% Of All Vehicle Accidents Occur At Or Near Intersections

- 1) SCAN the intersection and be aware of every vehicle and every pedestrian
- 2) Always come to a COMPLETE STOP at stop signs and red lights
- 3) Always use the WEDGE when stopped at an intersection.  
You should be able to see the bottom of the tires & the pavement of the vehicle in front of you. When first in line, you should be able to see the white line.
- 4) Allow an INTERSECTION to CLEAR before proceeding  
WAIT 3 seconds after the light turns green.
- 5) Always come to a SLOW STOP at YELLOW LIGHTS  
Never attempt to beat the light. If you drive through a yellow light, sound your horn as a warning.
- 6) Never CREEP out into traffic to make a left hand turn
- 7) Always “HOOD” your brake as you pass through an intersection.  
Hooding your brake means to take your foot off the accelerator and cover the brake without applying.



# SAFE-LIFE Moment – Making Left Hand Turns....(almost) Always Bad

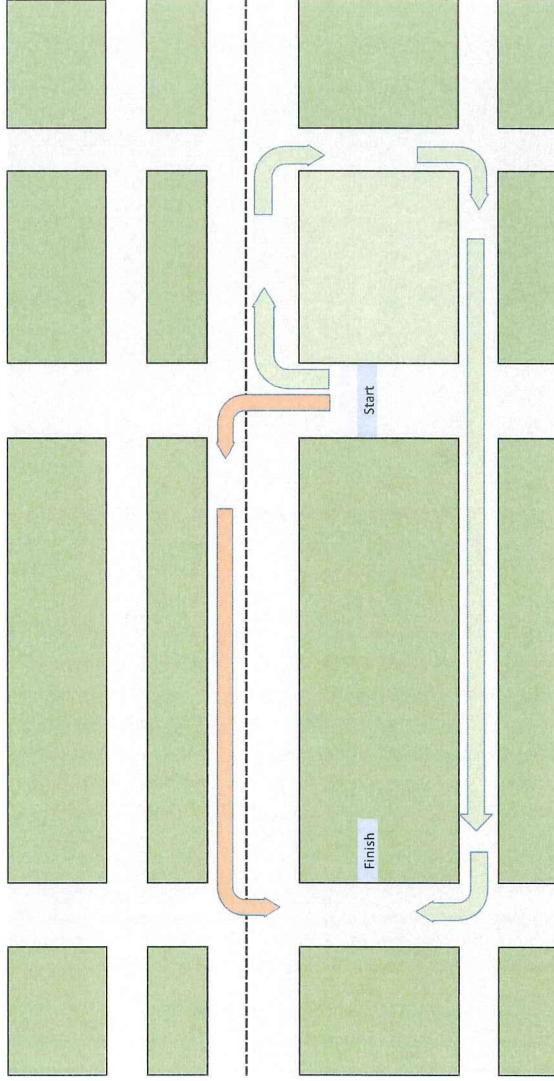


TURNING LEFT: leading "critical pre-crash events"  
(an event that made a collision inevitable)

occurring in 22.2% of crashes  
(vs 1.2% for right turns)

~61% of crashes while turning/crossing an intersection  
(vs 3.1% for right turns)

3X more likely to kill pedestrians



**Coaching Reminder:**  
**Distraction Free**  
**Be Courteous**  
**Don't Tailgate**  
**No Stomping Gas/Brake**  
**Avoid Left Turns**

Data: <http://www.cnn.com/2017/02/16/world/ups-trucks-no-left-turns/index.html>  
 NHTSA, NYC Transportation Planners

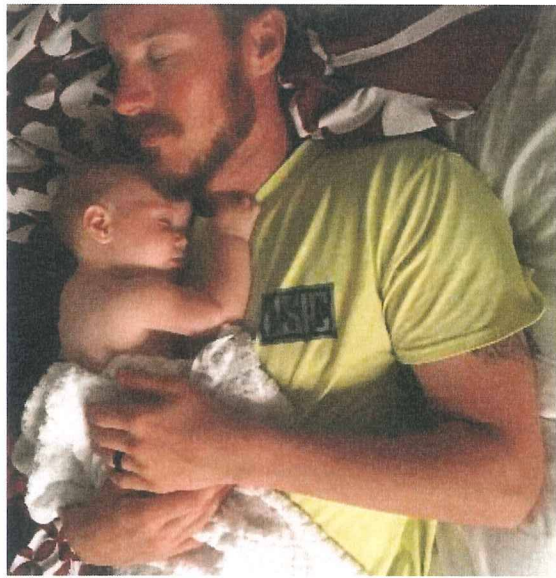
# Driving A3live! (Day 5)



**We Are Professional Drivers**

**Make safe choices with every journey.**

**Your loved ones & your communities want your best effort.**





USICLLC.COM

## QUALITY ASSURANCE PLAN

USIC LLC  
9045 North River Road, Suite 300  
Indianapolis, IN 46240  
317-575-7800  
[www.usicllc.com](http://www.usicllc.com)

Last revision: Jan 14, 2014



QUALITY ASSURANCE PLAN

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## QUALITY ASSURANCE PLAN

### OUR MISSION – WHY WE ARE IN BUSINESS

To provide cost effective and high quality infrastructure services to existing and new customers.

### OUR VALUES - HOW WE CONDUCT OUR BUSINESS

To accomplish our mission, we demonstrate an unwavering commitment to our values in all that we do and say. We...

Exercise passion for our customers and their infrastructure

- Pursue excellence in quality and value, putting our customer's interests first.

Create a competitive edge with our people

- Strive to hire and retain the most qualified people, maximize their opportunities, respect each individual and his or her role, and develop leaders, thereby creating a competitive advantage for us and our customers.
- Demonstrate the courage to make decisions, balancing the benefits of speed with those of thoroughness.
- Exercise decision making with compassion, proactively understanding and weighing the impact of our leadership on everyone.
- Achieve clarity in our communication, helping others to grow and change.
- Embrace speed and excellence at the local level with an understanding of the importance of consistency across geographic boundaries...because our customers cross many boundaries.

Proactively reinvent...our products, value proposition and measures of success

- Combine the advantages of industry and customer expertise with our commitment to an ever expanding set of differentiated products, to provide innovation and value, overcoming fear of failure with the courage to create.

Act with integrity

- Above all, conduct our business and our commitments in a way that all stakeholders know and trust that our word is our bond.





## QUALITY ASSURANCE PLAN

### INTRODUCTION

Quality and our quality-focused approach was USIC's launching point. It is a driver for which we have never lost focus. Through all of our industry research it is clear to us that when utility companies consider possible vendors as facility-protection service providers and they seek the best value: quality at the most competitive price. USIC is considered a leading choice. USIC takes the approach that there is always room for improvement; that is, methods to enhance our performance to a higher level that exceeds our customers' expectations.

Quality of service is of the utmost importance to USIC. Our entire structure is designed to support the highest standards of performance. Beginning with a state of the art recruiting and selection process, through the most comprehensive in-house training process in the industry, highly skilled support staff and appropriate field supervision spans of control, USIC has earned the reputation as the best overall quality service provider in the industry.

Quality management is inherent in our Mission Statement. Everyone, from the field technicians to the President is dedicated to a system of performance that demands high quality.

This quality assurance plan is just one of many documents addressing the quality system at USIC. It is patterned after ANSI guidelines for a QA model but tailored and adapted since USIC is a service company versus a tangible product supplier.

This plan applies to the activities required to perform locating. It does not apply to the various support functions required to manage USIC. The plan consists of a section that describes quality and quality assurance and the role of management, a section that defines the processes to reduce and eliminate deficiencies, and a section on quality control processes.



## QUALITY ASSURANCE PLAN

### REFERENCES

- ANSI/ISO/ASQC Q9002-1994, Quality Systems – Model for Quality Assurance in Production, Installation, and Servicing
- ComEd Quality Assurance Program, Project and Contract Management
- American Society for Quality – Quality Glossary
- USIC Safety Awareness and Quality Assurance Initiatives
- USIC Locate Technician Training Manual
- USIC Safety Operations Manual



## QUALITY ASSURANCE PLAN

### DEFINITIONS

At USIC, it is our goal to meet the needs of our customers. To satisfy the stated and implied needs of our customers, we must have a way to define and measure their needs. Our customers contract with us to provide locating services. Locating is also referred to as the protection of utility assets. To measure protection, damages to those assets are recorded. A measurement of damages is a measurement of quality. Quality is “the totality of characteristics of an entity that bear on its ability to satisfy stated and implied needs.” In other words, quality expresses the degree of excellence to which a need is satisfied, and therefore requires an adjective to fully describe whether the needs of our customers were met. The measurement of quality is explained in this document.

There is a difference between quality management, quality assurance and quality control. Quality management is all the activities of the overall management function that determines and implements the quality policy for the company. Quality control is the operational techniques and activities used to fulfill requirements for quality. Quality assurance is the implemented activities that provide evidence that the company will fulfill requirements for quality.

USIC measures what we consider to be the key drivers to success. These metrics help everyone in the organization know how well they are performing at each level. Our key metrics are:

- Quality Ratio: calculated as number of damages against locates performed. A typical quality ratio might be expressed as 1:3,835 representing one at-fault damage out of 3,835 locates performed. A subset of this measure tracks how many damage free and HP damage free days since the last at-fault damage.
- On Time Percent: The percentage of locate completed by the ticket due time.
- Auto + OSHA rate: Tracks number of Preventable Auto Accidents PLUS OSHA Recordable Injuries during different time periods. A subset of this measure tracks the number of days since the last accident.
- Efficiency: Tickets located per hour, not including training hours.



## QUALITY ASSURANCE PLAN

### MANAGEMENT SUPPORT AND ORGANIZATION

The Executive Management of USIC shall define and document our policy for quality, including stating objectives, performance indicators, incentive plans if any, and our commitment to quality.

While all employees must be dedicated to the concepts of quality, there are various individuals that are responsible for managing and verifying the quality of work.

#### Technicians:

Technicians are responsible for performing underground locate services. Processes to ensure quality, such as the USIC Locate Process and High Profile Process must be followed. In addition to initiating actions to prevent quality deficiencies, technicians must report problems to their supervisor.

#### Supervisors:

Supervisors are responsible for identifying and recording quality deficiencies in the field through the audit and ride-along processes, initiating corrective actions, and implementing solutions to prevent future deficiencies.

#### Trainers:

Regional Trainers are responsible for teaching technicians how to perform underground locate services as prescribed by the USIC training process. Trainers are responsible for the various certification programs including gas locating certification, man hole certification and for providing follow-up through the audit and ride-along programs. In addition, trainers are critical to communicating the expectations regarding USIC's quality and safety policies and associated procedures during training.

#### Claims Coordinators:

Claims Coordinators have two roles with regards to the quality policy. The first is the investigation of damages and managing resulting claims, and the second is to use quality assurance data such as the assessment reports to improve performance and eliminate future deficiencies and damages.

#### District Managers:

District Managers are responsible for communicating the quality policy to all field personnel; ensuring the correct use of audits and ride-alongs, following through on corrective actions, and developing solutions to prevent future deficiencies. District Managers and support organizations work together to reach those goals of meeting and exceeding our customers' expectations.



## QUALITY ASSURANCE PLAN

### Regional Directors:

The leaders in our field Operations' are responsible for all facets of performance and customer management.

The Directors are responsible to ensure that the quality policy, objectives and performance indicators meet the expectations of our customers. They must ensure that the quality system is understood and implemented at all levels of the field organization. In addition, they have the final responsibility to communicate performance to our customers.

### Vice Presidents of Operations:

The Vice Presidents are responsible for creation of USIC's quality policy. Working with the executive management team, the VP has the authority to ensure that a quality system is established, implemented, and maintained. The VP ensures that the proper reporting processes are in place and utilized and reports on the performance of the quality system to management for their review. In addition, the VPs shall review the quality system at defined intervals to ensure it is suitable for the work performed and implement improvements as necessary.

### President:

The President shall review and ensure that the quality policy is relevant to the organization's goals and the expectation and needs of our customers. In addition, the President shall continually communicate USIC's commitment meeting or exceeding the quality expectations of current and future customers.

### Documentation:

See Organization chart in Attachments – page 32



## QUALITY ASSURANCE PLAN

**DAMAGE PREVENTION PROCESS****Purpose:**

USIC employs a several proactive processes to reduce the number of performance deficiencies and damages to our customer's assets. These processes help USIC measure and identify areas of performance that are in need of improvement. These processes may vary by district based on the overall expectation level of each customer as well as the internal expectations set forth by USIC. The damage prevention processes outline how work is performed. Damage prevention is a primary goal of USIC as it is the major performance indicator measured by our customers.

**Scope:**

In order to incorporate damage prevention into the daily activities of USIC employees, every employee from the President to the technician plays an active role in monitoring and measuring performance results in order to ensure that customer expectations are met.

**Responsibilities:**

These processes are monitored on a daily basis by the District Managers and Claims Coordinators in each district and communicated to the Supervisors, Directors and staff through the use of emails reports and periodic meetings.

**Procedures:****USIC Locate Process:**

The purpose of the USIC Locate Process is to standardize the way each technician performs their work in certain areas determined to impact quality, while providing a measure of flexibility. The USIC Locate Process acts as an instruction guide to our employees in the proper routine to perform a locate. The USIC Locate Process Stages cover every aspect of a locate and if practiced consistently, will prevent damage to our customers facilities due to our error. This process has been validated and fully integrated into the training all new technicians receive. The stages are listed below:



## QUALITY ASSURANCE PLAN

### USIC LOCATE PROCESS

- Stage 1: Evaluate the Job
  - This stage ensures the technician is at the proper address, understands the ticket scope, refers to proper prints and records and does a thorough visual scan of the job site.
- Stage 2: Identify High-Profile Facilities
  - Stage 2 specifically addresses the identification of high profile facilities and directs the technician to use appropriate extra measures.
- Stage 3: Prepare for the Locate
  - The tasks in stage 3 deal with properly setting up safety equipment, selecting correct tools to eliminate extra steps, and identification of the best access points.
- Stage 4: Perform the Locate
  - Steps include direct connecting unless that method is not available, grounding and un-bonding properly, use of lowest power and frequency to produce a detectable signal, proper troubleshooting and applying paint and flags properly.
- Stage 5: Verify and Document the Locate
  - Stage 5 covers review of prints and ticket scope to verify all facilities in conflict were located, proper billing and notations entered into the USIC ticket management system, attaching post locate photographs and restoring the job site to its original condition.

#### **High Profile Protection Guidelines:**

USIC has developed High Profile Protection Guidelines to ensure the safety of key facilities. These facilities are identified as sensitive in nature through evaluation by USIC and the customer owning the facilities. While customers' expectations may vary by location, USIC maintains the same internal standard throughout the company and in some cases exceeds the customer definition of a High Profile. The following are standards set internally by USIC:

- Gas-6 inch or larger mains, all high pressure facilities
- Electric-Transmission and feeder cables
- Telephone- Cables of 1200 pairs or greater, fiber optic cables, truck cables, toll cable, pulp cable, conduit, or cables identified as 'special'
- Water-10 inch or larger mains
- Sewer-forced mains



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- Critical Facilities (regardless of size): Utility lines that originate directly from telephone Central Offices, electrical substations, or feeding hospitals, schools, banks, police/fire departments

In addition, any local or customer specific definitions of high profile facilities are included in this definition.

### **High Profile Protection Guidelines:**

Once a high profile has been identified a specific procedure must be followed. This procedure is designed to ensure the protection of the High Profile facility. Refer to USIC Procedure for locating High Profile Facilities contained in the current version of the USIC High Profile Protection Guidelines.

### **Ride-alongs/Observation:**

In order to identify a potential performance issue and in some cases to simply monitor daily activities of technicians, local management including District Managers, Trainers, Claims Coordinators and Supervisors conduct ride exercises with employees on a monthly basis. The supervisor has the primary responsibility in conducting these ride exercises. The purpose of ride exercises is to observe employees performing their daily responsibilities in the field. During the ride exercise the supervisor has specific criteria to evaluate. Some of the criteria are to identify defensive driving and safety practices, locate performance, professional appearance, ability to work effectively with excavators, ability to work effectively with customers, and efficiency. Once the ride exercise has been completed the supervisor will communicate the results with the employee. Based on the results of the ride exercise, the supervisor may elect to create a BMP (future action items to correct identified performance issues), conduct follow-up ride exercises or request involvement from the Trainer or Claims Coordinator. District Managers may review the performance data from the ride exercise to ensure proper follow-up and documentation is placed in the employees file.

### **Contractor/Community Awareness:**

Educating contractors and homeowners in safely excavating near underground utilities is a key ingredient in damage prevention. This role is primarily performed by the Claims Coordinator and District Manager. USIC is involved in various damage prevention focus teams throughout its service territory. Each district becomes involved locally upon available opportunity. In many cases the utility companies are leading the community awareness teams and request involvement from USIC. The responsibility goes much further than management.





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Technicians play a key role as they have daily interaction with excavators and can help to educate them on safe excavation as well as the local state laws governing locates and excavation. Technicians are required to communicate effectively with excavators in order to create a solid working relationship. These types of relationships often produce more effective results in damage prevention as the communication factor is a significant contributing factor in the cause of underground utility damages. The Claims Coordinator is charged with the responsibility to ensure that all levels of management are involved in damage prevention awareness.

In addition, the Claims Coordinator can utilize resources such as the computerized data base to identify difficult excavators and host meetings with these excavators in order to determine areas that require attention. Once these areas have been identified, the Claims Coordinator will involve all the appropriate parties and develop a strategy that will rectify the problems



## QUALITY ASSURANCE PLAN

### DAMAGE PREVENTION PERFORMANCE INDICATORS

#### Purpose:

The fundamental damage prevention goal for USIC Utility Resources, Inc. is to ensure its customers' facilities are protected from damage by excavation activity. By having an exceptional damage prevention plan, we will ultimately meet the expectations of our customers and more importantly, ensures public safety for the communities we serve and live in.

#### Scope:

The performance indicators for our quality assurance plan measure locate accuracy, locate quality, number of and results of assessments, and number of notifications and at-fault damages.

#### Definitions:

- Locate accuracy—accuracy is dependent upon the tolerance zones in respective states
- Locate quality—a measurement of the number of deficiencies noted in an assessments
- At-fault damages—a damage to a utilities facility caused by an inaccurate locate

#### Responsibility:

It is the responsibility of district management to carry out the procedures to measure performance. The corporate office will facilitate the recording of performance results.

#### Procedures:

The following performance indicators are used at USIC:

- Number of audits
- Number of deficiencies noted on audits
- Types of deficiencies noted on audits
- Quality ratio
- Number of high profile damages

#### Documentation:

- See C2, USIC's internal damage and claim management system



## QUALITY ASSURANCE PLAN

### TRAINING

#### Purpose:

The Locate Technician training and development plan consists of a progressive process that begins on their first date of hire and continues throughout the employee's locating career. The goal is to inform the locators on the correct way to provide underground services in order to meet our customers' expectations. On-going training is also provided to ensure employee development and to update employees on changes in the locating industry.

#### Scope:

Training impacts all employees of the company.

#### Sources:

NULCA Locator Training Standards & Practices

#### Responsibility:

Initial Technician training is the responsibility of the Training Department and the Regional Trainers. District management must be actively involved in order to screen and hire candidates who are a good fit for open positions. On-going development of employees is the responsibility of district management with the support of corporate HR, Training and Safety.

#### Procedures:

USIC Training Modules: The following training modules exist at USIC.

##### Locator Training:

##### - Orientation and Ride Along:

During the screening process prospective technicians have the opportunity to participate in a ride along with an experienced technician or supervisor. The purpose of this exercise is for them to get a realistic idea of job duties and determine if they are interested in the position. This also provides an opportunity for the employee who hosts the ride to give feedback to the District Manager regarding positive or negative impressions left by the candidate.



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- New Locate Technician Training Class: (3 weeks)

All new technicians must successfully complete the full USIC Locate Technician class. This class is structured with a qualified Trainer, formal training modules and objectives, classroom and field participation, and a final written and field Certification. There are typically 4 to 10 trainees per class. On occasion, larger classes are required to meet staffing needs. In these cases, the District Manager ensures a Supervisor or lead technician is available to assist with field exercises to make sure they are effective.

Each module includes a Progress Evaluation (Knowledge Test) administered by the Trainer. Trainees must maintain a minimum 80% average and are required to pass the individual PEs covering Safety & Driving, Manhole Safety, Gas locating and the final Certification Exam. For these required tests, trainees are given coaching and feedback before a second attempt 24 hours later. (Trainees are given no more than two additional attempts on these test. If unsuccessful, they are washed out at that point and not permitted to proceed.) The Trainer, District Manager and Director of Training monitor and evaluate those who struggle to identify coaching needs and proceed with wash-out where warranted.
- Locate Technician Certification:

Beginning in 2013, USIC formalized our certification process. Upon successful completion of all tests, including the comprehensive Certification exam, trainees must complete Field Certification to demonstrate locating competence. Once both conditions have been met, the trainee is certified as a USIC Locate Technician and released to the field.
- Experienced Hires / Re-Hires:

USIC conducts compressed training for those with previous industry experience. A formal Re-Hire process is used for those who have previously been employed at USIC with a gap of 12 months or less. Those with experience but not previously with USIC or one of our legacy companies must complete the first 2 weeks of USIC Locate Technician Training to the satisfaction of the Regional Trainer and successfully pass the Certification test.



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- Gas Operator Qualification:  
For gas OQ USIC follows a structured plan that meets or exceeds all government standards and regulations. We have mirrored the plan outlined by the Midwest Energy Association.

For customers that have specific requirements for OQ Qualification USIC adds those tasks to meet their needs. No one will be allowed to locate gas facilities alone until fully certified to USIC standards and our customer's requirements, whichever is most stringent.

- Assigned to Field with Audits:  
Upon successful completion of the class each trainee is assigned to a supervisor. At this time they are to be given locates to complete with some percentage of these being audited by a supervisor or an experienced technician before digging begins. When deemed successful as determined by the supervisor with input from the District Manager, the technician is only audited on high profile facilities.
- First Year Technician Development:  
During the first year of employment a technician receives follow-up to enhance their general development. The supervisors perform ride alongs and audits with constructive feedback provided. New technicians are also instructed to call their supervisor, lead tech and if necessary, their trainer any time they have a question or feel they require guidance on a particular locate problem.

Trainers follow up with technicians periodically during their first year. This plan addresses several concerns in a pro-active manner. 1) to make sure no one is "falling through the cracks". 2) key training and development opportunities are not missed or delayed, and 3) additional help in identifying and addressing any skill or knowledge deficiencies.

- Annual Re-Certification:  
Each technician completes a number of annual "re-certifications" CBTs (computer based tests) hosted on the USIC Employee Website. These CBTs cover our Decision Driving principles, Safety Basics, Locate Knowledge and Gas Locating (where gas locates are performed). In addition, the CBT site contains many other quizzes on various topics that technicians can take at any time for their own development. Test



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scores are logged in the system and a report is automatically emailed to the trainer and District Manager upon completion. A passing score of 90% is required, however technicians can make multiple attempts. The application provides feedback at the conclusion of the quiz for any incorrect answers.

### Management Development:

#### - Supervisor Training:

USIC HR provides detailed training resources to supervisors to address areas of knowledge required to supervise others. Content has been compiled in an easy to reference document so all resources are contained in one place. In addition, District Managers work closely with their supervisors 'on-the-job' with regard to managing improvement, reports, interviewing and other elements of the position.

#### - Manager Trainee Curriculum:

The Manager Trainee Program is conducted by a third-party and is designed to provide potential district managers with a comprehensive orientation to the responsibilities and the duties of the manager position. The curriculum is designed to be activity based hands-on orientation to the responsibilities, accountabilities and various manager activities critical to the effective operation of the district. The program is one week in duration. Further training activities occur in a designated district field office with a heavy emphasis of 'On-the-Job Training' (OJT). In addition to OJT, the trainee will be able to demonstrate proficiency with critical management knowledge, skills and abilities.

#### - Certified Damage Investigation Training:

This is a one day course that covers the specific detail of proper facility damage investigation. Only Certified Damage Investigators (CDIs) may investigate damages for USIC.

#### - Work Comp Claims Management Class:

This is a half day class that covers specific details in regards to employee accident investigation. Specific emphasis is placed on prevention and awareness.

### Documentation:



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- Technician training records are kept by the respective USIC Regional Trainer who performed the training. The local district office maintains copies of training records.
- A written Certification Test is administered electronically. Scores are entered in the Regional Trainer records and are maintained in an electronic system for archiving and recall.
- Management training is conducted and records are kept by Human Resources.



## QUALITY ASSURANCE PLAN

**SAFETY****Purpose:**

The leadership of USIC has every desire to provide for its employees a safe working environment. To accomplish this, management will provide all reasonable safeguards to ensure safe working conditions.

**Scope:**

The information and requirements given in USIC Safety Manual are applicable to all areas of the organization and represent only general minimum standards. They do not substitute for special operation manuals used in areas or duties to meet specific situations. The manual will serve as a basis to which supervisors shall add safety measures relevant to their work operations.

It must be emphasized that this is an in-house manual. The procedures and requirements are established based on the facilities and resources available at USIC.

The USIC Safety Manual contains the objectives, policies, standards, and procedures that pertain to all employees. Specific responsibilities, administrative procedures, and operational requirements are described that are relevant to work safely and the prevention of injury or illness.

**Sources:**

- National Safety Council: 1121 Spring Lake Drive, Itasca, IL 60143-3201; [www.nsc.org](http://www.nsc.org).
- Journal of the American Society of Safety Engineers: 1800 E. Oakton St., Des Plaines, IL 60018-2187; [www.asse.org](http://www.asse.org).
- Liberty Mutual Insurance Corporation: Chicago, IL
- Occupational Safety & Health Administration: 200 Constitution Avenue, NW, Washington, D.C. 20210; [www.osha.gov](http://www.osha.gov).

**Definitions:**

- **Incident:** An unintended or unplanned occurrence which results in:
  - injury or illness to personnel;
  - damage to property or equipment;
  - interruption or interference with the orderly progress of work;
  - or a combination of the above.
- **Policy:** A broad statement, attitude or position defining a specific plan of action.





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- Procedure: A system or series of steps defining the implementation of a policy or rule.
- Rule: A more narrow statement that supports a policy statement, or defines a definite course of action.

### Responsibility:

#### Vice President of Operations:

The VPs of Operations at USIC are responsible for establishing the policy and philosophy of the USIC Safety Program.

#### Director of Safety:

The Director is responsible for:

- Identifying the applicable standards, guidelines, and recommendations necessary for a safe and healthful work place
- Establishing and annually reviewing the policy and procedures manual
- Comprehensively inspecting USIC work duties and locations against appropriate standards no less than annually per region
- Identifying the need for, and providing, training and education
- Providing consultation for safety and health emergencies
- Maintaining comprehensive records of problems and solutions at the operational level and sharing this information with the appropriate supervisor and safety and health committee
- Conduct periodic trend analysis and report to VPs and Regional Directors for awareness and action

#### Human Resource Directors:

- Implementing the employee health and life-style programs
- Assist the Director of Safety in ensuring communication and follow-up

#### District Managers:

District Managers are responsible for directing programs that meet or exceed the legal requirements for safety. These managers are responsible for ensuring that the following elements are fully implemented within their areas of responsibility:

- Incident investigation, reporting and analysis;
- Safety specifications, standards and procedures;
- Facility survey/inspection;
- Safety education, training and promotion;
- Employee rights.

#### Supervisors:

Supervisors at all levels throughout the company are responsible for maintaining a safe and healthful workplace by:



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- Complying with all applicable safety and health standards, rules, regulations and orders issued by competent authority pertaining to the activities immediately under their jurisdiction;
- Ensuring that employees are instructed and/or trained in safe practices and methods of job performance as pertains to their assignment
- Ensuring that injured employees performing official duties receive appropriate first aid and/or medical attention;
- Investigating and reporting each incident and/or injury in accordance with established procedures;
- Initiating, to the limit of their authority and capability, such actions necessary to correct unsafe working conditions determined to exist and promptly advising appropriate management when such conditions require corrective actions beyond their authority;
- Conducting regular audits of their operations to ensure compliance with such safety standards, codes, regulations, rules and orders applicable to the work area concerned;
- Ensuring that employees under their supervision are aware of their responsibilities.

### Employees:

Employees at all levels throughout the company are responsible for:

- Complying with such occupational health and safety standards, rules, regulations, and orders issued by the Safety Department as are applicable to an employee's action and conduct;
- Promptly advising their supervisor regarding all work related incidents resulting in personal injury, illness and/or property damage;
- Promptly report to their supervisor or Safety Department any unsafe conditions in the work environment;
- Taking all necessary and appropriate safety precautions to protect themselves, other personnel and the environment.

### Procedures:

It is the policy of USIC to provide a safe and healthy work environment for all employees.

The USIC Safety Manual has been prepared in an effort to prevent injuries, illnesses, and death from work related causes and to minimize losses of resources and interruptions from accidental occurrences. It is directed toward the control of all types of hazards encountered in the performance of assigned duties.



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The safety manual is a part of a continuing program for providing safety information to personnel. We all share in the responsibility for the safety of our employees.

The purpose of the USIC Safety Manual is to provide employees with general guidelines for implementing a high quality safety program. It is not an exhaustive source document but rather an approach to safety.

The manual brings together information that will assist employees and supervisors in carrying out their responsibilities by ensuring a safe environment for employees. All personnel should read the USIC Safety Manual and conduct their work accordingly.

Employees are expected to use the safety equipment provided and observe the rules of conduct and safety. Safety equipment must be maintained in a proper working condition at all times. Accidents and injuries are prevented by controlling the work environment and the actions of employees; therefore, safety will take precedence over expediency. It is imperative that everyone recognize and accept their responsibility for maximum safety effort and performance.

We believe that an effective safety program is an integral part of good business, and ranks in importance with production, operating costs, and quality. Management will continue to be guided and motivated by the policy. The pursuit of a safe work environment is possible with the cooperation of all employees.

It is the policy of USIC to develop and maintain a current occupational safety program. The program will focus on prevention of and protection against injuries and illness, and promotion of safe actions and attitudes.

Further more, the program shall meet or exceed all federal regulations or guidelines as outlined in the Department of Health and Human Services Health and Safety Manual.

### Manual Elements:

The following manual elements are applicable to all company operations and activities. These elements are directed toward the prevention of all types of accidents and health hazards present in the performance of official duties.

- Prevention: The USIC Safety Program will emphasize strategies that preclude or prevent any occurrence that would have an adverse effect on its employees, supervisors, managers, customers or local citizens.



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- Audits: The USIC Safety Program will provide for: the systematic inspection of employees, facilities, and evaluation of safety and health data essential to the planning and implementation of the Safety Program; and the dissemination of these data on a timely basis.
- Protection and Control: A system for the control of hazards will be maintained and will include: engineering controls; use of alternatives that are less hazardous; use of personal protective equipment; and administrative procedures.
- Emergency Preparedness and Response: The USIC Safety Program will seek to identify circumstances which require advance preparation and immediate action, develop and maintain contingency plans and procedures to address these circumstances, and provide and communicate (to those potentially affected and to those who must respond) plans of action for responding to fire, medical, first aid, adverse weather, and other incidents that may require advance preparation and timely response.
- Education, Promotion, and Training: Safety awareness will be promoted among employees, supervisors, and managers through orientation programs and regularly scheduled education and training communications, as appropriate.
- Notification and Communication: Employees will be notified of potential exposure to hazardous conditions, and will be informed of risks that result or may result from exposure to hazardous conditions.
- Confidentiality: The USIC Safety Program will make every effort to ensure the confidentiality of employee health and exposure records.
- Program Evaluation: The USIC Safety Program will establish an effective monitoring system to provide data useful in routinely evaluating the operation of the program in terms of scope, appropriateness, and effectiveness.

### Documents:

See USIC's Safety Operations Manual



## QUALITY ASSURANCE PLAN

### FIELD AUDITS

#### Purpose:

In an effort to ensure high quality service to our customers, USIC incorporates auditing practice into our daily activities. The purpose of the process is to be proactive in identifying performance issues rather than reactive once a damage has occurred. Assessments (audits) are used to verify specific locates and look at all details of that locate to ensure a specific locator is following all proper locating steps and procedures. An audit is trying to find small problems before they turn into large problems; they are used as a learning tool with both the good aspects of the assessment and the areas that need improvement reviewed with the locator.

#### Scope:

An audit covers five main areas:

1. Accuracy – Was the entire scope of the ticket marked accurately and all USIC procedures followed? Was the proper amount of paint and flags used at this locate? Were the customers' facilities protected?
2. Bonding/Maintenance – If locating phone, were all bonds replaced per the customers specs or was the proper paperwork filled out if a customer's plant needs repair.
3. No Visit/No Clear Mark – Was the locate completed on time and was there positive response to a locate if no facilities needed locating (clear flag and customer name / OK painted on ground)?
4. Documentation – Was there a change to the locate request and if so was that documented on the USIC Meet sheet (3-part carbon) and did the technician get the required signature from the contractor?
5. Billing – We look at every aspect of the cleared information entered by the technician to make sure all information was entered correctly, proper footage(if required) was put in, if a high profile facility was located and if so did the technician document that correctly on their billing screen. Also, photos are reviewed to make sure proper documentation exists in the event they are needed for a damage investigation.

#### Sources and References:

- Customer utility prints/records
- Billing information



## QUALITY ASSURANCE PLAN

### Definitions:

- High Profile Facility – Any facility deemed by our customer that should be considered high profile and need special attention (critical lines).
- Low Profile Facility – All other facilities not deemed high profile.
- Dashboard – An internal USIC tool used to track the performance of each individual employee.

### Responsibility:

#### District Manager:

Responsible for making sure every supervisor is doing the required number of assessments and the quality of the assessments is acceptable.

#### Area Supervisors:

Responsible to perform monthly assessments based on the requirements set forth by senior management.

#### Quality and Claims Coordinators:

Responsible to perform additional assessments, targeting struggling locators and providing an 'objective' view of locator performance and innovative solutions to performance issues.

#### Quality Manager:

Responsible for assisting the District Manager and Area Supervisors in making sure all assessments are done on time and with a high degree of quality. Quality Managers will also do assessments if they suspect an auditor is not performing up to his/her capabilities. The assessment will then be used as a training tool to correct any deficiencies found.

### Procedure:

1. Determine what technician(s) to assess/audit. We typically look at our lower performers. The audit process is a great way to improve their performance.
2. Use USIC Dashboard data to obtain a random list of specific tickets were completed the previous day.
3. The supervisor/auditor goes to the physical location of the ticket and evaluates the locate looking for accuracy.
4. While at the physical locate the supervisor/auditor completes documentation indicating whether requirements were met. A "YES" indicates work was performed per USIC procedures while a "NO" indicates a discrepancy.
5. The clearout information input by the technician is checked against the physical locate to make sure all facilities were accounted for when entering the clearout information.



## QUALITY ASSURANCE PLAN

6. After the audit is completed, the supervisor/auditor provides feedback to the technician. The positive aspects are covered to provide positive feedback and any discrepancies are covered with the technician to improve their performance. Both the supervisor/auditor and locator signoff on the assessment and the data stored in Ticket Pro for reporting purposes.

### Documentation:

- See Ticket Pro audit data



## QUALITY ASSURANCE PLAN

**DAMAGE INVESTIGATIONS****Purpose:**

The purpose of damage investigations is to both meet the needs of the customer while minimizing the financial impact on our company. They provide the platform for improvement internally and improve the claims resolution process.

**Scope:**

Investigations should include any and all relevant facts relating to a damaged facility thoroughly and accurately documented.

**Sources:**

- Locate request information
- Utility customer prints/records

**Definitions:**

- Fact Based Investigation (FBI) - An electronic form filled out with factual information regarding a damaged facility.
- Step photography - A process that captures evidence in a specific order with use of a camera.

**Responsibility:****District Manager and Trainer:**

Responsible for support to Claims Coordinator to ensure damage investigation process if followed.

**Claims Coordinator:**

Responsible for working proactively to improve the damage investigation process at team meetings and through individual training. Claims Coordinators review every Investigation for accuracy and thoroughness, and assess fault and liability. Claims Coordinators are responsible for making sure all damages investigations are processed per district deadlines.

**Trainer:**

Responsible for initial classroom training for new hires on damage investigating.

**Area Supervisor:**

Responsible for immediately notifying Claims Coordinator or DM of any high profile, high impact or disputed damage with the excavator or customer immediately. Responsible for reviewing all FBIs for their area to ensure accuracy





## QUALITY ASSURANCE PLAN

and thoroughness. Supervisors will ensure all damage investigations for their area are completed per district deadlines.

### Technician:

Responsible for immediately notifying their supervisor or Claims Coordinator of any high profile or disputed damage with the excavator or customer immediately. The technician will also notify dispatch and supervisor of any discovered damaged utility.

### Dispatch Center:

Responsible for notifying utility owner, damage investigator, area supervisor, and Claims Coordinator of any reported damage facility per district procedure. Dispatch will provide a damage notification tracking number to the customer and Certified Damage Investigator.

### Certified Damage Investigators (CDI):

Technicians or supervisors that have received special investigation training by USIC Risk Management.

Prerequisites: Classroom training is required for all new CDIs. Consistent review by the Claims Coordinator is required.

- Basic supplies needed are: Computer with access to C2, the damage investigation database, FBI form, Camera or video camera. White paint and white flags are needed to highlight any marks that have faded. A yardstick with the tolerance zone highlighted is needed to show accuracy through photography. Additional supplies may include a plumb bob, cones, water spray bottle, broom or brush.

### Procedure:

- The on-site damage investigation begins with identifying the point of damage and existing relevant marks.
- If possible, reference locate ticket to review post locate photographs.
- Capture evidence with step photography and use of props. Photos should be taken from same angles as PLPs if possible. A consistent prop with measurements must be used to demonstrate the relationship between the tolerance zone and the damage.
- If possible, statements should be collected from the excavator and utility representatives.
- Any suspected abandoned facility must be confirmed with the utility owner.
- Once the damage investigation has been completed, the CDI must notify the area supervisor and dispatch center with the details.



## QUALITY ASSURANCE PLAN

- The C2 application screens must be completed at the damage site. Every field is completed with accurate information.
- Investigation pictures are uploaded into UPM (Universal Photo Manager) for electronic storage and retrieval as needed.

### Documentation

- See CDI Training Module
- See C2 documentation



## QUALITY ASSURANCE PLAN

### DOCUMENT CONTROL

**Purpose:**

USIC considers document control critical to quality assurance. All documents produced in the course of providing underground locating services must be legible, accurate, complete and retrievable. In most cases, printed hard copies are considered "For Reference Only". The electronic copy contained on USIC systems are considered the "Document of Record".

**Scope:**

All documents utilized during quality assurance procedures are to be controlled.

**Responsibility:**

It is the responsibility of the individual functional department to create, revise, and issue the necessary documents that are required.

District management is responsible to ensure that documents are legible, accurate and stored correctly in order to be retrieved when requested by interested parties.

**Procedures:**

The following document control procedures are to be followed:

- **Creation and Revision:** The controlling corporate functional department is responsible for creating and revising quality assurance documents. When a new document is required, the department will utilize the input of Operations, Finance, Human Resources, and other departments needed to create the document. Policies and procedures (P&Ps) will be documented by the initiating department. Revisions will be completed by the original creating department.
- **Issuance:** Documents and their corresponding P&Ps will be issued by the controlling corporate functional department.
- **Completed Content:** District management must ensure that the P&Ps for any document are followed including ensuring the content is appropriate and legible.
- **Storage:** Each P&P will reference the appropriate storage locale for each document. District management is required to ensure the P&Ps are followed. Critical documents are stored on corporate servers which are backed up nightly.



## QUALITY ASSURANCE PLAN

### **INSPECTION, MEASURING AND TEST EQUIPMENT**

USIC, Inc. strives to provide employees with the best and most up to date equipment available.

#### **PURCHASE**

USIC, Inc. uses strict guidelines when making decisions on the purchase and use of any equipment. This process always includes the technical study and field trial of units. Every effort is made to standardize equipment types within a district to enhance training and consistency.

Equipment must be top of the line and proven devices that maintain technical integrity our employees and our customers expect.

We choose only vendors that have a proven track record and can responsive warranty and service.

#### **CALIBRATION**

USIC policy requires all equipment to be maintained to manufacturer's specifications. This includes any and all calibration requirements. For units requiring calibration, we use only manufacturer certified facilities/technicians. This includes various locating devices and gas detectors.

Most equipment used is factory calibrated and incorporates self-testing when the unit is powered up. These devices do not require periodic calibration in the field. However, if any unit fails in the field, they are immediately to be taken out of service and sent to a certified facility/technician for repair.



## QUALITY ASSURANCE PLAN

### CORRECTIVE ACTIONS

#### Purpose:

USIC managers review the quality performance of technicians through the use of Dashboard data, field audits, ride-alongs, and the findings of damage investigations. From these direct observations and documented instances, we can determine the appropriate course of action for training, re-training or discipline based on the technician's actions during the locate. In most cases, we can determine if the technician's actions were driven by a lack of knowledge (Skill) or a lack of execution (Will). The "skill" damages create a response focused on providing more training or coaching to the technician. The "will" damages are reviewed and an appropriate improvement plan, BMP (Behavior Modification Plan) is created by the technician's supervisor to improve performance. If it is determined to be due to a lack of execution or willful negligence, our tolerance level is extremely low. Where this is the case, one at-fault damage is considered "excessive". Otherwise, we expect our technicians to maintain an "acceptable" quality performance, usually around 1 damage for every 3000 locates or higher.

#### Procedures:

##### Assessments/Audits:

Upon completion of an assessment or audit, the auditor reviews the findings with the technician. If the deficiencies are willful, the auditor should discuss actions with the District Manager for follow-up.

##### Damage Investigations:

Upon completion of a damage investigation, the Claims Coordinator or supervisor must review the findings with the technician. If the deficiencies are willful, the results must be discussed with the District Manager and disciplinary actions determined.

See the Employee handbook for a complete description of possible disciplinary actions. They include:

- No action
- Discussion / Written Warning
- Suspension
- Termination



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## *Section 5*



## **Exhibit E: Alleged Previous Noncompliance**

### **Contractual Penalties**

USIC has not been responsible for any contractual penalties in Tennessee in the past two years. Related to our services provided across 42 states, USIC has taken responsibility for a minimal amount of minor contractual penalties outside of Tennessee in the past two years.

### **Legal Proceedings and Lawsuits**

USIC is not currently involved in any legal proceedings or lawsuits other than claim related litigation that is considered an infrequent but normal part of our business. See below for additional information regarding claim related litigation.

### **Claims**

USIC is not involved in any claim related litigation in the state of Tennessee. Related to servicing over 70 million utility locates annually, USIC certainly takes responsibility for some underground utility damages related to locating errors and omissions. USIC strives to resolve all claims in a timely manner without legal proceedings. Occasionally, USIC is named in claims related lawsuits related to our involvement in locating services. Such lawsuits do not necessarily indicate a locating or service failure on the part of USIC.



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## *Section 6*

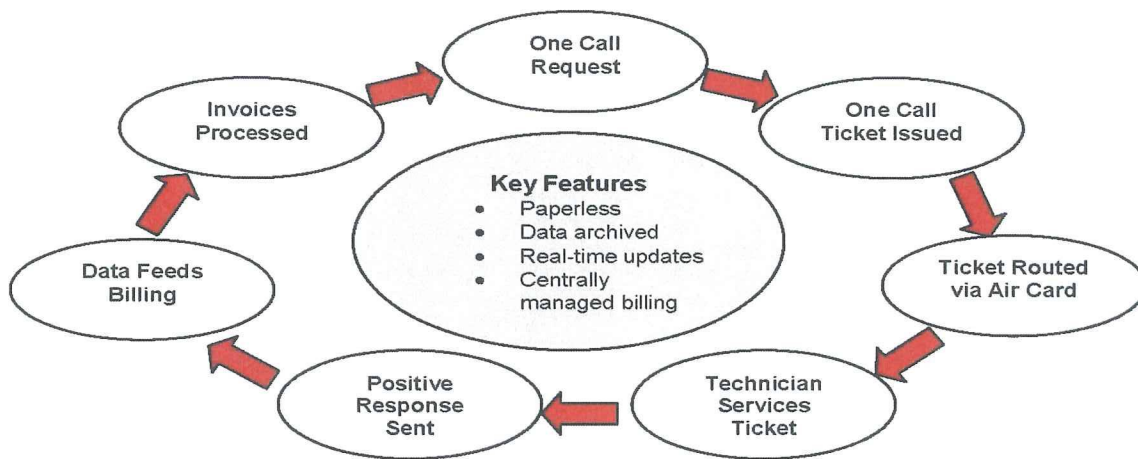




## Exhibit F: Standard Operating Procedure

### STANDARD OPERATING PROCEDURES

The management and servicing of a locate request is a fully automated process that provides immediate access to field personnel. This results in timely and accurate locating by designated Technicians.



The request is initiated by the Tennessee One Call service. Once a locate request is generated our wireless ticket management system accepts the request and records it for archival purposes. Within seconds of receipt, the locate request is routed automatically to the appropriate field Technician based on the geographic location for the excavation request. Upon receipt, the Technician sees a new request in their ticket list that is set-up with a status of new.

The field Technician completes the ticket and updates the tickets status. When all work has been completed, including the uploading of digital photographs, the ticket status is changed to "closed" and any positive response requirements are sent to the One Call.

Any open tickets nearing expiration are designated by color to ensure Technicians are able to meet all time constraints for the performance of the work. Throughout the lifecycle of the locate request, supervisors, dispatch personnel, and managers have access to review the active tickets for any and all Technicians in the field. This real-time visibility allows for load balancing and staff augmentation to ensure all requests are handled in a timely manner. Because of the efficient routing and workflow within our wireless ticket management system, time is not lost for the printing and/or distribution of locate requests. Once the work is completed, the back office billing system is automatically updated and accurate billing is generated from the work completed.



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## *Section 7*



## Exhibit G: Technology and Record Keeping

### SOFTWARE AND AUTOMATION

As noted in Exhibit A, every USIC laptop is equipped with a wireless air card that provides constant connectivity (dependent only on service reception). Technician connectivity enables real-time electronic ticket dispatching and ticket completion data exchange including digital photographs of completed work while providing e-mail communication between all employees. Also, as detailed in Exhibit A USIC utilizes a variety of proprietary technology systems to deliver quality damage prevention services in an efficient manner. These technologies include:

- TicketPro (Ticket Management System)
- Universal Photo Management (UPM)
- Customer Portal
- GPS Logistics Tool
- DigCheck
- Print Update Management Process (PUMP)

A significant amount to ticket and damage information is available via our customer portal and we continue to develop and expand this technology. Additional reports are customized and made available as needed specific to customer needs.

In addition, we have attached examples of our current KUB invoice.



## TECHNOLOGY SOLUTIONS

With over 6,900 field technicians performing over 70,000,000 locates a year, USIC provides the best tools and technology to be able to get the job done most efficiently and effectively.

### DigCheck

DigCheck is intended to give excavators and utility companies the ability to access our internal ticket information from the field.

The screenshot displays the DigCheck mobile application interface. On the left, there is a list of tickets with columns for date, ticket number, and time. The tickets are grouped by date: 3-Nov (Tue), 4-Nov (Wed), and 5-Nov (Thu). Each ticket entry includes a ticket number and a time. On the right, there is a map showing the location of the tickets. The map includes a search bar, a 'Map' button, and a 'Satellite' button. The map shows various cities and states, with colored bubbles indicating the location of tickets. A legend below the map explains the color coding and badges used in the interface.

**1** The bar on the left side of the ticket display is colored according to the time left until a ticket's due date.

**2** Badges indicate whether a ticket is open or closed. They also indicate whether the ticket is an emergency or project. The background will also be shaded for these types of tickets.

**3** Bubbles indicating the type of locates in a ticket are shown on the right side. These color codes can be seen on the filter select screen.

### Ticket Risk Assessment

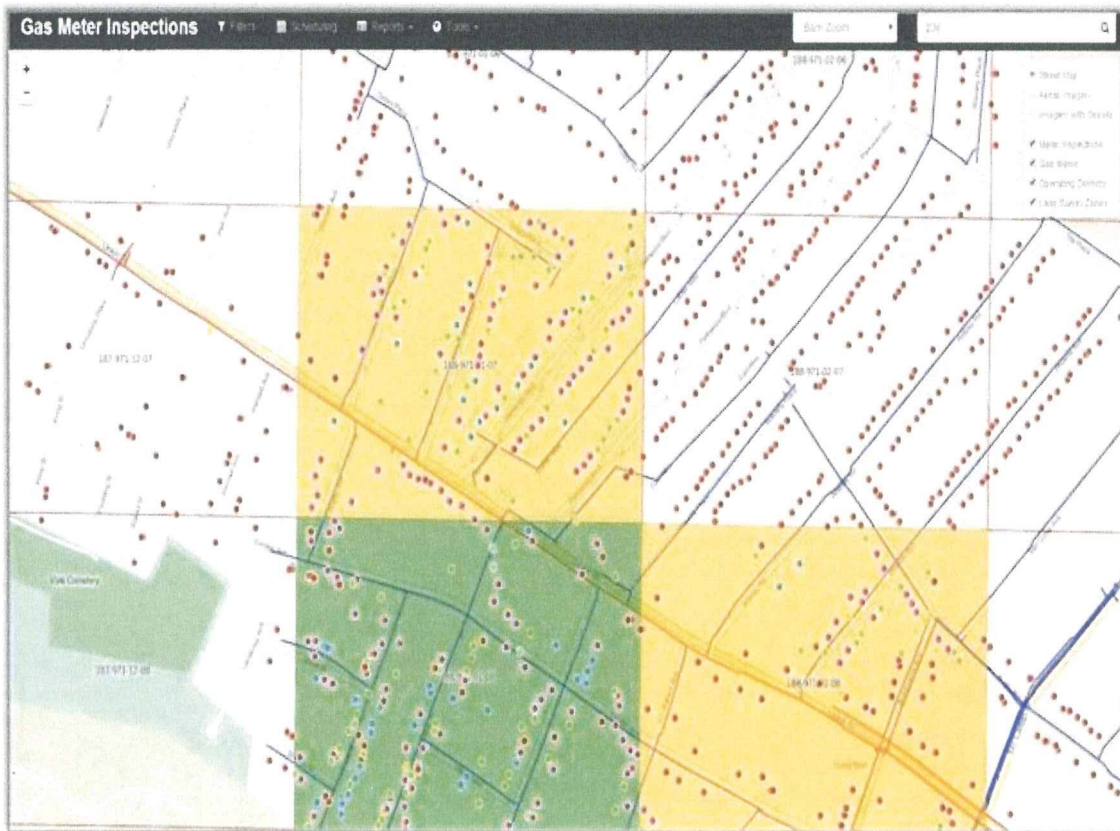
TRA: The Prediction Engine - USIC can identify the next damage before it occurs by using historical ticket and damage information to identify leading risk factors on a one call ticket.





### Field Data Collection

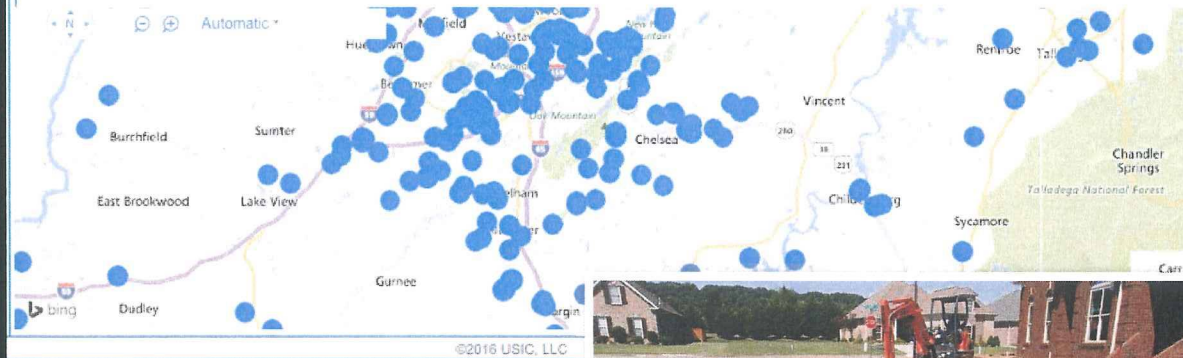
Ensure the accuracy of safety, quality and customer satisfaction with our Field Data Collections software. Upload the highest to smallest level of data right from the field onto FDC's customizable and preloaded forms.



# DAMAGE PREVENTION CUSTOMER PORTAL



162451319	AL	NORMAL	09/01/2016	09/20/2016	09/01/2016	09/06/2016	No	4325 DOLLY RIDGE RD VESTAVIA HILLS DOLLY RIDGE LANE	ALAGASCO	Duke, Rodney	
162452158	AL	NORMAL	09/06/2016	09/20/2016	09/01/2016	09/06/2016	No	CORD 64 DAPHNE DIXON LN	CHAIN ELECTRIC COMPANY	Tyler, Christophe	
162460069	AL	NORMAL	09/06/2016	09/19/2016	09/02/2016	09/07/2016	No	WHIMBRET WAY SPANISH FORT ALDER AVE	JOHN G WALTON CONSTRUCTION CO. INC	Smith3, Jasor	
162460080	AL	NORMAL	09/06/2016	09/19/2016	09/02/2016	09/07/2016	No	1410 EMORY FOLMAR BLVD MONTGOMERY NORTHERN BLVD	TTL, INC.	Noville, Terrance	
162461033	AL	UPDATE	09/06/2016	09/20/2016	09/02/2016	09/07/2016	No	EMERALD SHORES PKWY DADEVILLE SOUTH HOLIDAY DR	BROADBAND TECHNICAL RESOURCES INC.	Taunton, Mark	AT&T -AL Paint Only
162461190	AL	UPDATE	09/07/2016	09/20/2016	09/02/2016	09/07/2016	No	CORD 555 DODGE CITY CORD 490	R & E CONSTRUCTION	Welsh, Joe	AT&T -AL Excavation Site Clear



Property of United States Infrastructure Corporation  
Photo taken on 9/6/2016 11:00:12 AM

Looking for a status on a ticket? Do you need to know who the locator was? Need to see what tickets have been completed and generate a report? All of your information is just a click away.

## ALL OF YOUR INFORMATION IS JUST A FEW CLICKS AWAY

USIC is not only the Leader in Damage Prevention. We also deliver world class technologies to help our customers interact with their data. The USIC Customer Portal is designed to give customers access to all of their ticket information anytime they need it. Our Portal technology lets you search, review, and download all of your ticket information in a few easy steps.



PROTECTING INFRASTRUCTURE

### PROTECTING YOUR INFRASTRUCTURE

Performing over 60 million locates annually, USIC is the most trusted name in underground utility damage prevention. USIC provides a full suite of utility services throughout the United States and Canada. Our mission is to deliver quality, safe, efficient, and innovative solutions to protect our partners' infrastructure and critical assets.

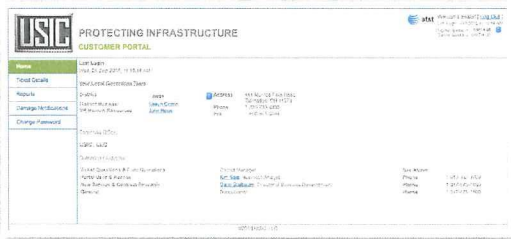


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# CUSTOMER PORTAL

**USIC'S CUSTOMER PORTAL TECHNOLOGY LETS YOU SEARCH, REVIEW, RUN REPORTS, AND DOWNLOAD ALL OF YOUR TICKET INFORMATION IN A FEW EASY STEPS.**



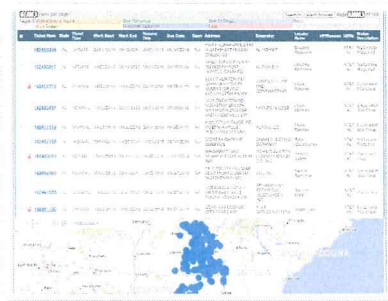
### CUSTOMER PORTAL HOME

- Provides high-level information about customers main points of contact
- In charge of many regions? The district drop down menu shows all applicable districts to your business, with their contact information



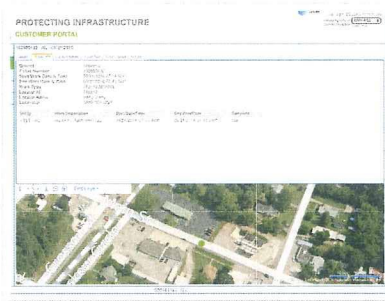
### TICKET DETAILS SEARCH FUNCTIONALITY

- There are many ways to search for tickets: by city, county, state, excavator, work type, date range and due date, and more
- In charge of many regions? The district drop down menu shows all applicable districts to your business, with their contact information



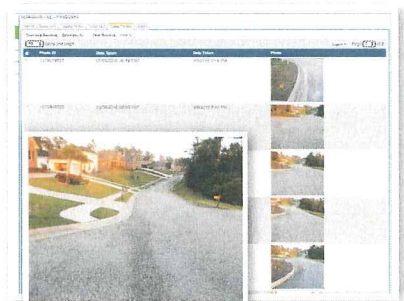
### TICKET SELECTION

- Click the underlined ticket number from the search results
- A interactive map at the bottom of the screen appears so you can see exactly where the work is being performed



### TICKET DETAIL

- 'Ticket Info' tab will appear with multiple tabs to choose from: District, Ticket Number, Start and End work date and time, Work Type, Locater ID, and Locate Work Description.
- Interactive map at the bottom of the screen appears showing where work is being performed
- All locater notes for this ticket can be viewed
- Ticket Text: Shows exact ticket text received from the Call Center.



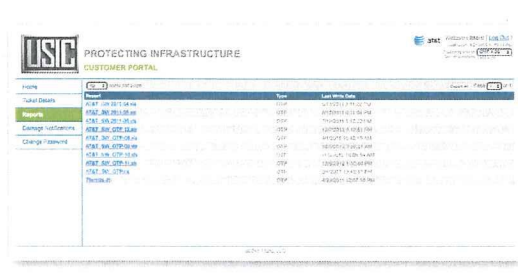
### TICKET PHOTOS

- Displays a thumbnail of all photos associated with this ticket
- Each photo can be viewed in larger format, will show exact date and time the photo was taken



### DAMAGE NOTIFICATIONS

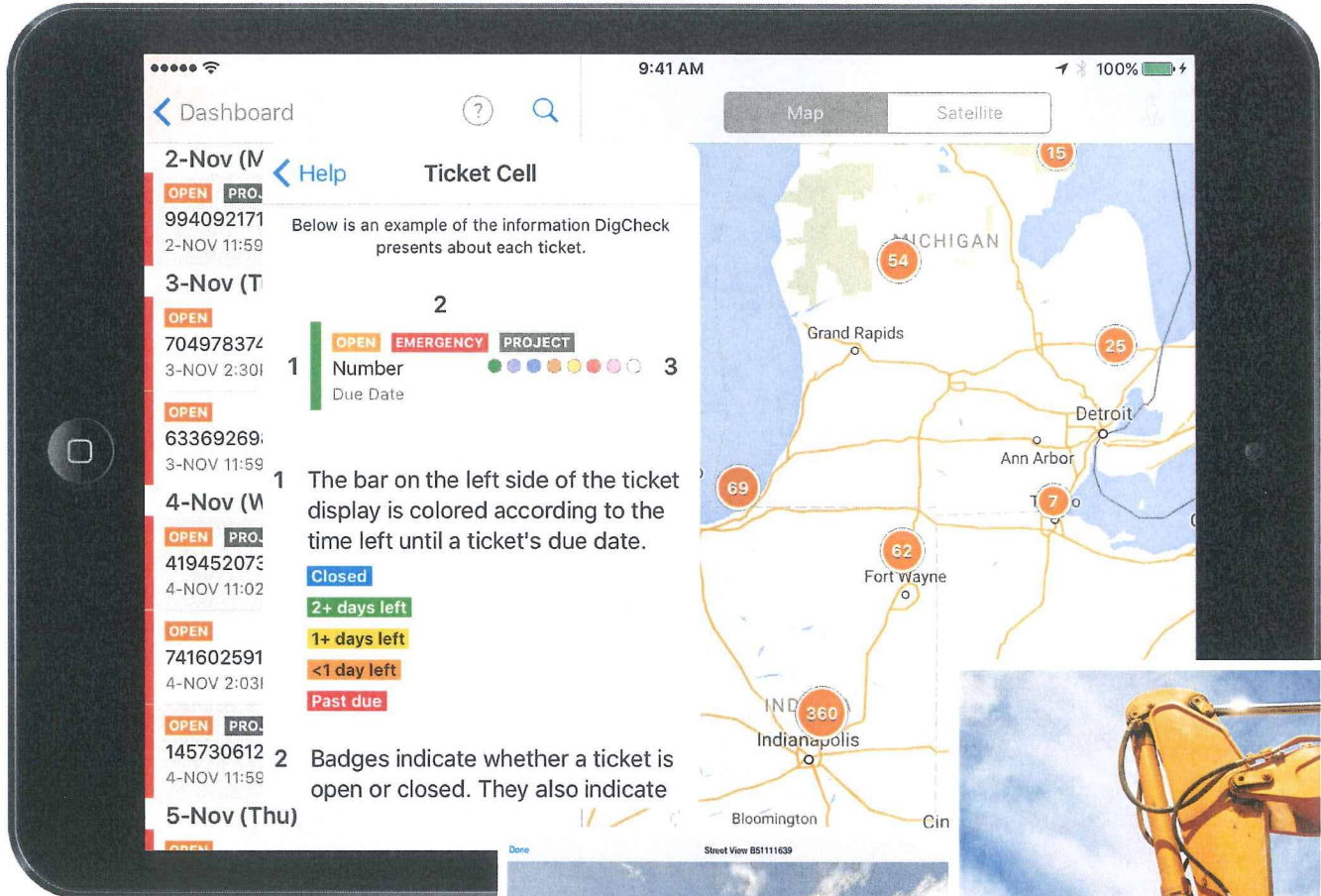
- In an event a damage occurs, you can view these tickets within the Damage Notifications section
- 'Damage Info' tab will appear with multiple tabs to choose from: Damage Summary, Damage Ticket Text, Investigation Report, Damage Photos, Original Ticket, Generate Report.



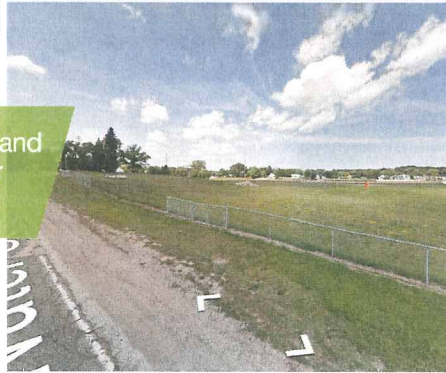
### REPORTS

- You have the ability to generate and download any reports needed.
- The report filters allows you to have complete control in showing only the information that is needed for that specific report

# DAMAGE PREVENTION DIGCHECK



DigCheck is intended to give excavators and utility companies the ability to access our internal ticket information from the field.



## SAVE TIME & MONEY RIGHT FROM THE FIELD

DigCheck is intended to give excavators and utility companies the ability to access our internal ticket information from the field. DigCheck provides at a glance as well as detailed ticket information including locator notes, photos, and completion times. Made for iOS and Android devices.



PROTECTING INFRASTRUCTURE

### THE EMERGING PARTNER IN INFRASTRUCTURE SOLUTIONS

USIC's Utility Services Division is your utility compliance and solutions partner. Our experienced teams utilize the most advanced technology to ensure superior quality and reliability. Nationwide, utility companies depend upon our oversight and precision to protect their infrastructure.



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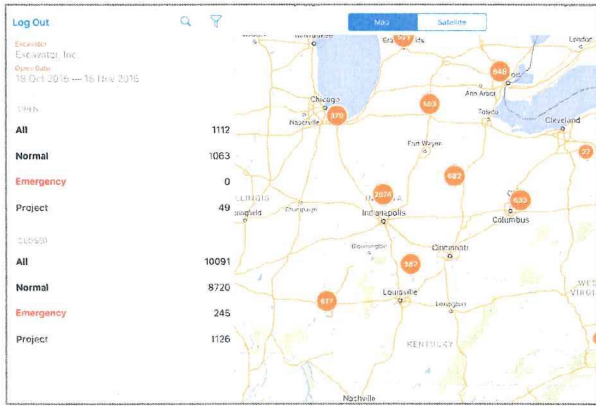
DIGCHECK



DIGCHECK IS DESIGNED AROUND TWO MODES OF INTERACTION: ticket lists and the map. On tablets, the map is always visible alongside ticket information. On phones, the map can be brought up while viewing a list of tickets.

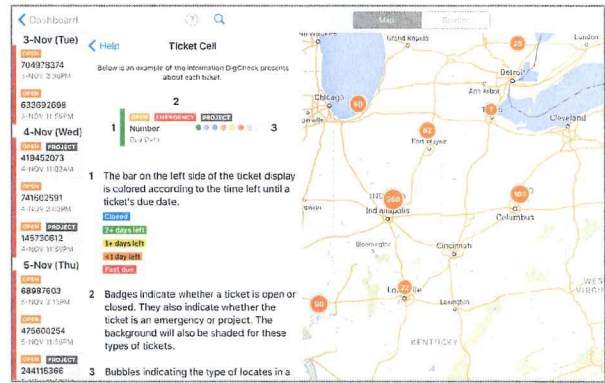
DASHBOARD:

The dashboard provides high-level information about the excavator's tickets. Tickets are broadly separated between open and closed and are further subdivided based on their special status (i.e., emergency or project ticket).



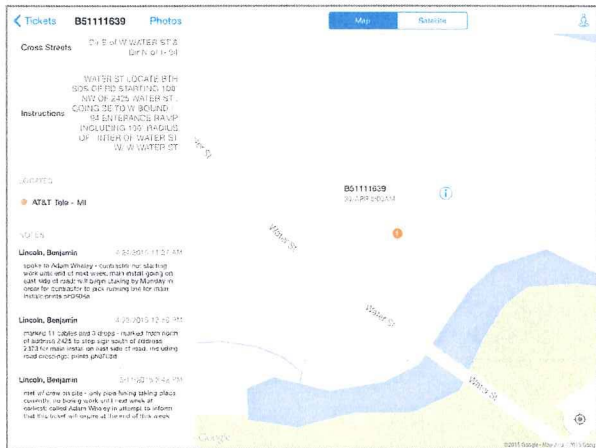
TICKET LIST:

Tickets are visible for 30 days and are ordered by their due date (and emergency status) in this list. Due dates are sorted in ascending order — tickets with less time left will be at the top of the list. Tapping on a ticket in the list will bring up the ticket details and zoom the map to that ticket's location.



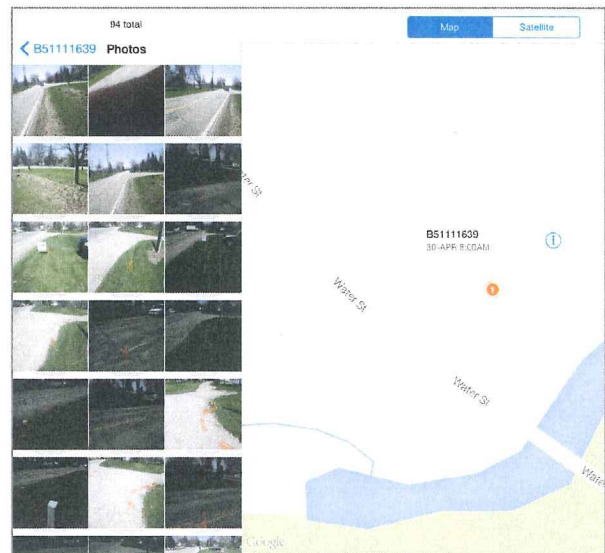
TICKET DETAIL:

View ticket information, locates, and locator notes on the ticket detail screen. All tickets provide an option to contact USIC dispatch. Emergency tickets will display a red "Call USIC" button that calls our emergency dispatch center. All other tickets provide a blue "Email USIC" button that allows you to email dispatch regarding the selected ticket.



PHOTOS:

The "Photos" button in the upper-right corner of the ticket detail screen will display the photos attached to the ticket, if any.



## DAMAGE PREVENTION

# TICKET RISK ASSESSMENT



Predictive analytics determine the dig sites most likely to result in infrastructure damage. Invest additional field resources there beyond a standard locate to reduce excavation damages.

## PREVENT DAMAGES AND SAVE LIVES

Ticket Risk Assessment couples real time, predictive analytics and targeted field services that are cost effective. We can identify over 50% of the future damage sites within a small percentage of the tickets. This enables us to respond proactively and coordinate damage prevention efforts at the right dig sites prior to and throughout the dig.



PROTECTING INFRASTRUCTURE

### THE LEADER IN DAMAGE PREVENTION

Performing over 60 million locates annually, USIC is the most trusted name in underground utility damage prevention. USIC provides a full suite of utility services

throughout the United States and Canada. Our mission is to deliver quality, safe, efficient, and innovative solutions to protect our partners' infrastructure and critical assets.

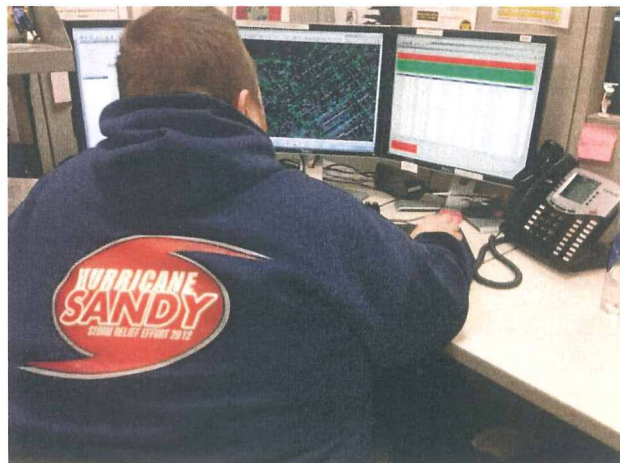
**811** Know what's Below.  
Call before you dig.



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## TWO PHASES OF TICKET RISK ASSESSMENT



### PHASE 1: TRA DATA SERVICE

We assess the risk of damage for every 811 ticket received within seconds of receipt. We accomplish this through algorithms customized to consider ticket and historical damage information.

**KEY POINT:** Predictive analytics without excavator engagement is half of a solution. USIC's TRA process is industry leading with regard to how many factors are considered, effectiveness in predicting damage sites and timeliness which is critical to mitigating risk pre-dig.

### SERVICES PERFORMED:

- Communicate awareness on high risk tickets
- Verify accuracy of gas locate marks
- Assist locating hard to identify facilities
- Site surveillance to ensure safe digging practices
- Serve as Liaison between contractor and utility

### CLIENT BENEFITS:

- Reduced damages and fines
- Improved efficiency (less work stoppages due to downtime for repair, or incomplete locate marks)
- Increased employee and public safety

### NOTABLE STATISTICS:

- Vectren Power
- Dominion Gas
- National Grid



### PHASE 2: IN THE FIELD

Effective dig-site excavator engagement by a qualified team of damage prevention professionals prevents damages. This must be done at the right sites and at the right time (post-locate and pre-dig).

**KEY POINT:** Excavator engagement without predictive analytics is expensive and broad efforts typically do not target all dig sites posing damage risk. TRA field services provide the opportunity to deploy valuable field resources in the most effective manner while streamlining cost.

USIC Locating Services, LLC  
 PO BOX 713359  
 CINCINNATI, OH 45271  
 1-317-575-7849 - Office  
 1-317-575-7963 - Fax

Invoice No: 256526

**INVOICE**

KNOXVILLE UTILITIES BOARD TN  
 PO Box 59017  
 Knoxville, TN 37950  
 Attn: Accounts Payable /PO 76063  
 PO:  
 Additional Info: TN

Period: 9/1/17 - 9/30/17

Date of Invoice: 10/6/17

Payment Terms: Net 30

Grouping	Description	Quantity	Rate	Total
KUB-S	After Hours	68	\$ 6.95	\$ 472.60
KUB-S	Joint	187	\$ 6.95	\$ 1,299.65
KUB-S	No Charge	22	\$ 0.00	\$ 0.00
KUB-S	Quad	590	\$ 6.95	\$ 4,100.50
KUB-S	Single	30	\$ 6.95	\$ 208.50
KUB-S	Site Visit	2797	\$ 6.95	\$ 19,439.15
KUB-S	Triple	582	\$ 6.95	\$ 4,044.90
			Grand Total	\$ 29,565.30



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## *Section 8*



## Exhibit H: Availability of Additional Services

### UTILITY SERVICE SOLUTIONS

Our experienced teams utilize the most advanced technology to ensure superior quality and reliability. Nationwide, utility companies depend upon our oversight and precision to protect their infrastructure.

#### Gas Services

- Meter & Valve Services
- Shutoffs
- Corrosion Services
- Construction Inspection
- Watch & Protect
- Leak Detection



#### Electrical Services

- UG, SL, OH Inspections
- Revenue Protection
- Disconnects/Reconnects
- Contact Voltage Surveys
- Watch & Protect
- Storm Services



#### Vac Ex Services

- Hydro Vac Excavation
- Facility Remediation
- Vault Clean Out
- SUE Services





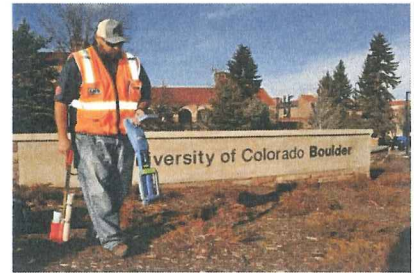
### Specialty services

- GIS Field Services (FDC) & Mapping
- Centerline Locating w/ GPS
- Asset Inventory
- Private Locating
- Emergency Response & Support



### Private locating

USIC specializes in locating, marking, and mapping utility lines that are not covered by the 811 Call Before You Dig Process.













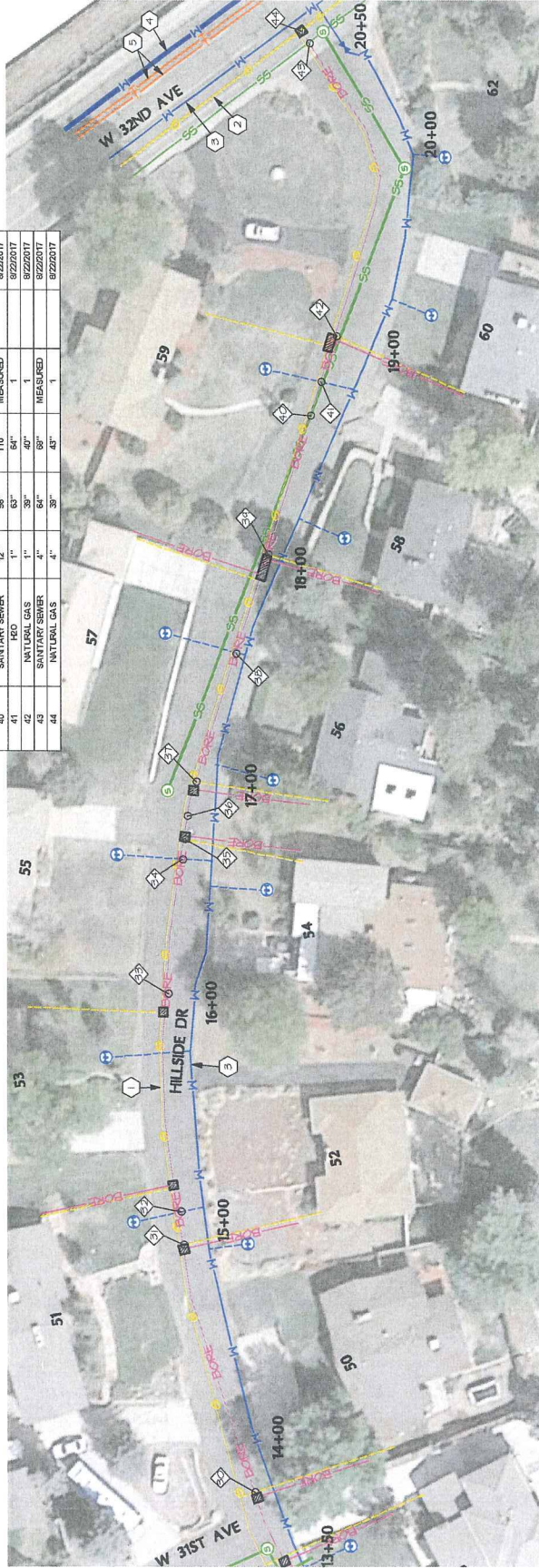


**KEYED NOTES**

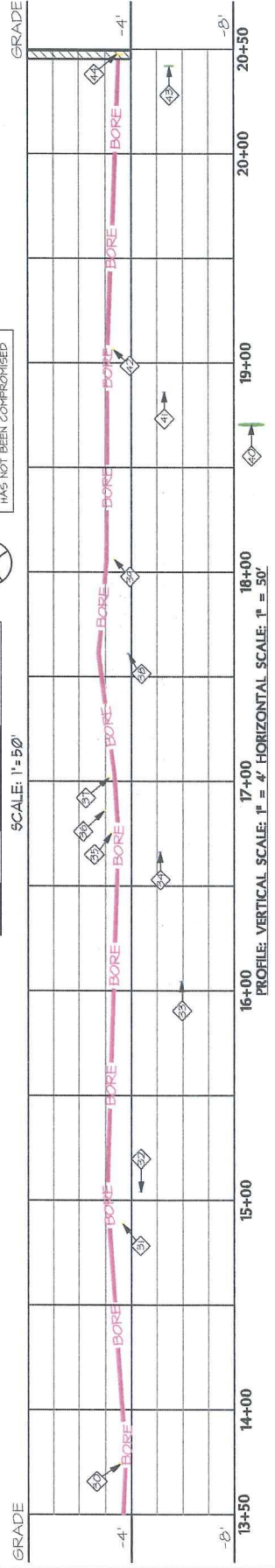
- ① 2" NATURAL GAS
- ② 6" NATURAL GAS
- ③ 6" H2O
- ④ 24" H2O
- ⑤ CLN 600PR

**POTHOLE LOG**

Pothole #	Utility Type	Size	Depth to Top	Depth to Bottom	Hard Surface	Soft Surface	Revision Date
30	NATURAL GAS	1"	42"	43"	1		8/22/2017
31	NATURAL GAS	1"	43"	44"	1		8/22/2017
32	H2O	1"	52"	53"	1		8/22/2017
33	H2O	1"	71"	72"	1		8/22/2017
34	H2O	1"	61"	62"	1		8/22/2017
35	NATURAL GAS	1"	38"	39"	1		8/22/2017
36	NATURAL GAS	1"	37"	38"	1		8/22/2017
37	NATURAL GAS	1"	46"	47"	1		8/22/2017
38	NATURAL GAS	1"	39"	40"	1		8/22/2017
40	SANITARY SEWER	12"	58"	110"	MEASURED		8/22/2017
41	H2O	1"	63"	64"	1		8/22/2017
42	NATURAL GAS	1"	39"	40"	1		8/22/2017
43	SANITARY SEWER	4"	64"	98"	MEASURED		8/22/2017
44	NATURAL GAS	4"	38"	43"	1		8/22/2017



NOTE: ALL SERVICES MUST BE LOCATED AND MARKED PRIOR TO CONSTRUCTION TO INSURE THE INTEGRITY OF THE SERVICE HAS NOT BEEN COMPROMISED



REVISION	DATE	ISSUE / DATE

Project Information

Sheet No.	6
Utility Plan and Profile	
Sheet Title	
Drawn By:	CSB
Check Date:	6/22/17







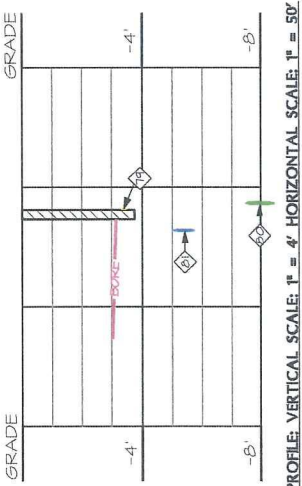
811  
American Institute  
Civil Engineers

REVISION	DATE	ISSUE / DATE

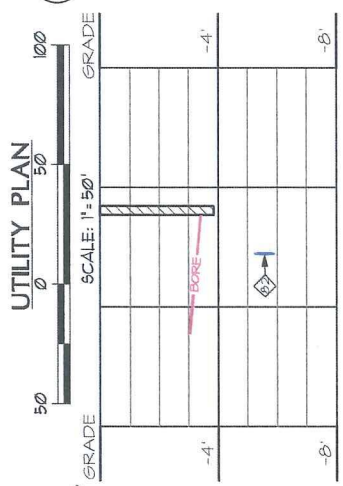
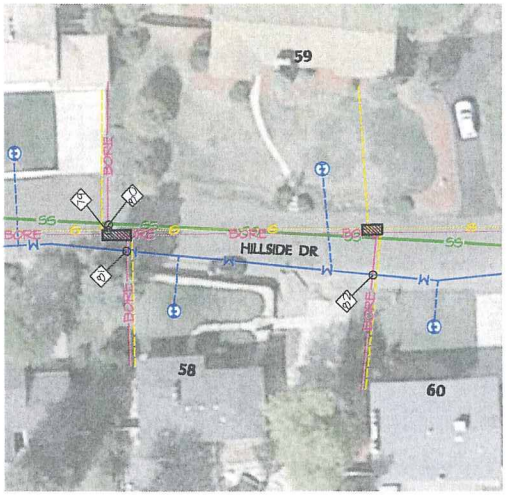
Project Information

Sheet Title	Project No.
UTILITY PLAN AND PROFILE	9

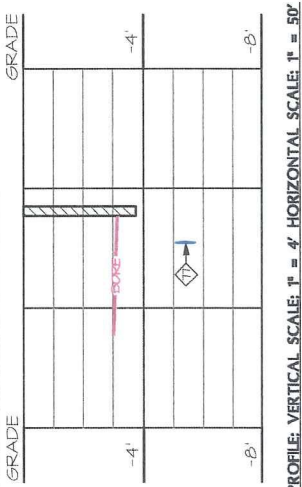
NOTE: BEFORE SERVICES MUST BE CALLED, AREA INSPECTED AFTER CONSTRUCTION TO INSURE THE INTEGRITY OF THE SERVICE HAS NOT BEEN COMPROMISED



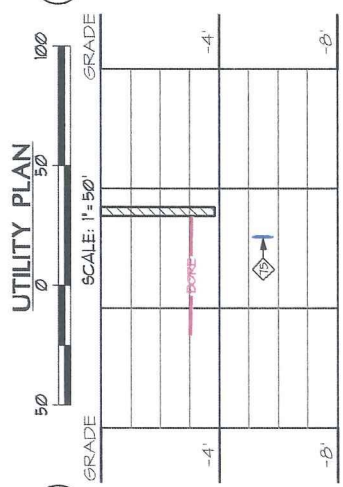
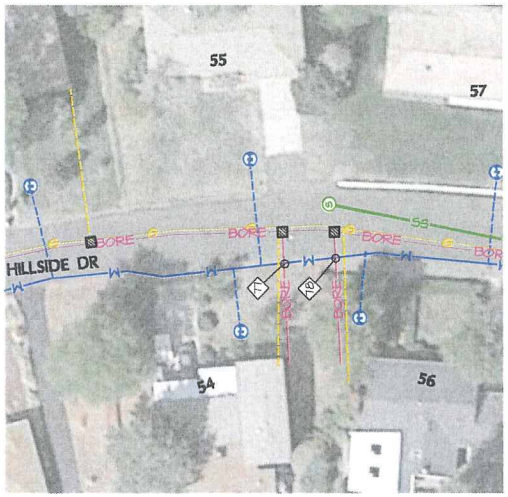
PROFILE: VERTICAL SCALE: 1" = 4' HORIZONTAL SCALE: 1" = 50'



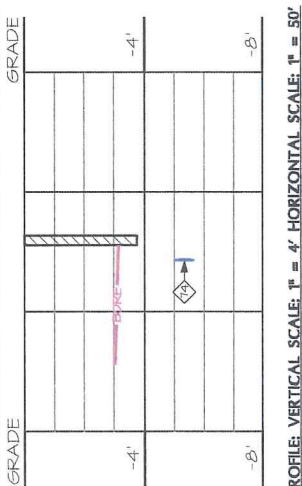
UTILITY PLAN SCALE: 1" = 50' HORIZONTAL SCALE: 1" = 50'



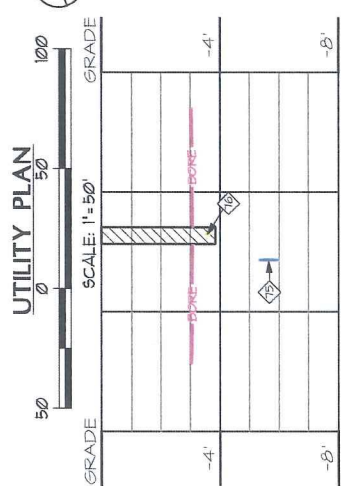
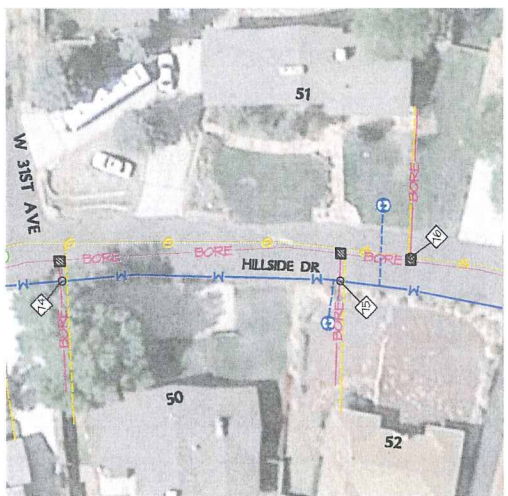
PROFILE: VERTICAL SCALE: 1" = 4' HORIZONTAL SCALE: 1" = 50'



UTILITY PLAN SCALE: 1" = 50' HORIZONTAL SCALE: 1" = 50'



PROFILE: VERTICAL SCALE: 1" = 4' HORIZONTAL SCALE: 1" = 50'



UTILITY PLAN SCALE: 1" = 50' HORIZONTAL SCALE: 1" = 50'



# POTHOLE LOG

Pothole #	Utility Type	Size	Depth to Top	Depth to Bottom	Hard Surface	Soft Surface	Revision Date
1	NATURAL GAS	2"	40"	40"	1		8/22/2017
2	NATURAL GAS	1"	43"	44"	1		8/22/2017
3	H2O	1"	50"	51"	1		8/22/2017
4	NATURAL GAS	1"	37"	38"	1		8/22/2017
5	H2O	1"	48"	44"	1		8/22/2017
6	NATURAL GAS	2"	42"	44"	1		8/22/2017
7	NATURAL GAS	2"	42"	44"	1		8/22/2017
8	H2O	36"	70"	108"	1		8/22/2017
9	H2O	12"	54"	75"	1		8/22/2017
10	NATURAL GAS	1"	51"	52"	1		8/22/2017
11	H2O	1"	40"	50"	1		8/22/2017
12	H2O	1"	40"	50"	1		8/22/2017
13	NATURAL GAS	1"	34"	35"	1		8/22/2017
14	H2O	1"	64"	65"	1		8/22/2017
15	NATURAL GAS	1"	38"	39"	1		8/22/2017
16	H2O	1"	59"	57"	1		8/22/2017
17	NATURAL GAS	2"	36"	37"	1		8/22/2017
18	H2O	1"	66"	66"	1		8/22/2017
19	H2O	1"	61"	62"	1		8/22/2017
20	NATURAL GAS	1"	38"	39"	1		8/22/2017
21	NATURAL GAS	1"	39"	40"	1		8/22/2017
22	NATURAL GAS	1"	53"	54"	1		8/22/2017
23	H2O	1"	53"	54"	1		8/22/2017
24	NATURAL GAS	1"	43"	44"	1		8/22/2017
25	H2O	1"	63"	64"	1		8/22/2017
26	NATURAL GAS	1"	38"	40"	1		8/22/2017
27	H2O	1"	60"	61"	1		8/22/2017
28	STORM SEWER	12"	59"	51"	MEASURED		8/22/2017
29	NATURAL GAS	1"	38"	37"	1		8/22/2017
30	NATURAL GAS	1"	42"	43"	1		8/22/2017
31	NATURAL GAS	1"	45"	44"	1		8/22/2017
32	H2O	1"	62"	61"	1		8/22/2017
33	H2O	1"	74"	72"	1		8/22/2017
34	H2O	1"	61"	62"	1		8/22/2017
35	NATURAL GAS	1"	38"	38"	1		8/22/2017
36	NATURAL GAS	1"	35"	35"	1		8/22/2017
37	NATURAL GAS	1"	37"	38"	1		8/22/2017
38	H2O	1"	46"	47"	1		8/22/2017
39	NATURAL GAS	1"	39"	40"	1		8/22/2017
40	SANITARY SEWER	12"	58"	110"	MEASURED		8/22/2017
41	H2O	1"	63"	64"	1		8/22/2017
42	NATURAL GAS	1"	39"	40"	1		8/22/2017
43	SANITARY SEWER	4"	64"	69"	MEASURED		8/22/2017
44	NATURAL GAS	1"	60"	61"	1		8/22/2017
45	H2O	10"	70"	80"	1		8/22/2017
46	SANITARY SEWER	10"	70"	80"	1		8/22/2017
47	H2O	8"	62"	70"	1		8/22/2017

Pothole #	Utility Type	Size	Depth to Top	Depth to Bottom	Hard Surface	Soft Surface	Revision Date
48	NATURAL GAS	2"	39"	41"	1		8/22/2017
49	H2O	8"	59"	67"	1		8/22/2017
50	NATURAL GAS	2"	41"	43"	1		8/22/2017
51	NATURAL GAS	2"	113"	121"	MEASURED		8/22/2017
52	SANITARY SEWER	8"	38"	40"	1		8/22/2017
53	NATURAL GAS	8"	140"	148"	1		8/22/2017
54	SANITARY SEWER	8"	59"	67"	1		8/22/2017
55	H2O	8"	59"	67"	1		8/22/2017
56	NATURAL GAS	2"	40"	42"	1		8/22/2017
57	SANITARY SEWER	8"	172"	180"	MEASURED		8/22/2017
58	NATURAL GAS	2"	40"	42"	1		8/22/2017
59	NATURAL GAS	8"	150"	168"	MEASURED		8/22/2017
60	NATURAL GAS	8"	124"	132"	MEASURED		8/22/2017
61	SANITARY SEWER	8"	66"	74"	1		8/22/2017
62	H2O	8"	34"	36"	1		8/22/2017
63	NATURAL GAS	2"	34"	36"	1		8/22/2017
64	SANITARY SEWER	8"	52"	54"	1		8/22/2017
65	NATURAL GAS	8"	41"	43"	1		8/22/2017
66	NATURAL GAS	2"	181"	189"	MEASURED		8/22/2017
67	SANITARY SEWER	8"	41"	43"	1		8/22/2017
68	NATURAL GAS	2"	41"	43"	1		8/22/2017
69	NATURAL GAS	8"	149"	157"	MEASURED		8/22/2017
70	SANITARY SEWER	8"	59"	67"	1		8/22/2017
71	H2O	8"	63"	71"	1		8/22/2017
72	H2O	8"	63"	71"	1		8/22/2017
73	H2O	8"	60"	69"	1		8/22/2017
74	H2O	8"	60"	69"	1		8/22/2017
75	H2O	8"	52"	62"	1		8/22/2017
76	NATURAL GAS	2"	61"	69"	1		8/22/2017
77	NATURAL GAS	8"	62"	70"	1		8/22/2017
78	H2O	8"	40"	42"	1		8/22/2017
79	NATURAL GAS	2"	40"	42"	1		8/22/2017
80	SANITARY SEWER	12"	50"	102"	MEASURED		8/22/2017
81	H2O	8"	61"	69"	1		8/22/2017
82	H2O	8"	63"	71"	1		8/22/2017



REVISION: 08/22/17

SCALE / DATE

Project Information

Start Date: 8/22/17  
 Work Order: 656  
 Drawn By: CAG

POTHOLE LOG

SHEET # 10

UTILITY SERVICES

# SUBSURFACE UTILITY ENGINEERING



Vacuum excavation offers a safe, precise and productive method for excavation in congested areas of underground infrastructure.

## ELIMINATE UTILITY CONFLICTS WITH SUE

The Subsurface Utility Engineering (SUE) is a highly efficient, nondestructive engineering process that incorporates civil engineering, surface geophysics, surveying and mapping, noninvasive vacuum excavation and asset management technologies to identify and classify quality levels of existing data and maps the locations of underground utilities.



PROTECTING INFRASTRUCTURE

### THE EMERGING PARTNER IN INFRASTRUCTURE SOLUTIONS

USIC's Utility Services Division is your utility compliance and solutions partner. Our experienced teams utilize the most advanced technology to ensure superior quality and reliability. Nationwide, utility companies depend upon our oversight and precision to protect their infrastructure.



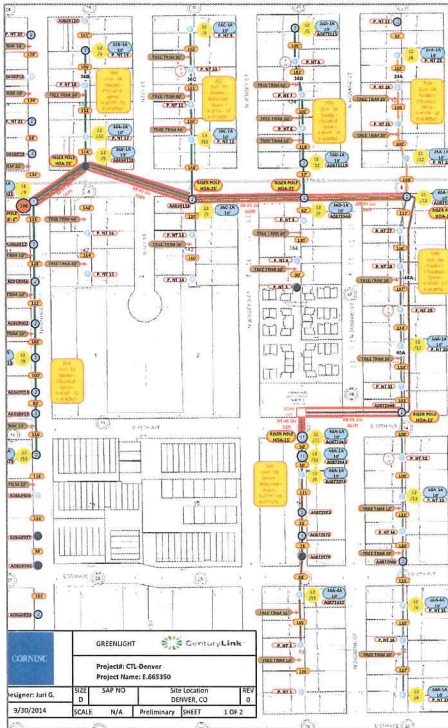
USICLLC.com



# SUBSURFACE UTILITY ENGINEERING (SUE)

## THE SUE PROCESS:

By locating the utility's precise horizontal and vertical position, our clients can plan for proper protection, eliminate potential damage and safety hazards during construction, and avoid unnecessary and costly utility relocations.



## SCOPE OF WORK:

The process of developing a written project-specific work plan that consists of scope of work, levels of service vs. risk allocation, project schedule and desired project delivery method.

## DESIGNATING:

The process of using surface geophysical methods to interpret the presence of a subsurface utility and mark its horizontal position – its designation – on the ground surface. Utility owners and contractors sometimes call this process “locating.”

## LOCATING:

The process of exposing and recording the precise vertical and horizontal location of an underground utility. This typically involves nondestructive digging equipment, such as vacuum excavation, at critical points along an underground utility's path to determine the precise horizontal and vertical position, size and material composition of the underground utility line.

## DATA MANAGEMENT:

The process of surveying the designating and locating utility information to project control and transferring the data into the client's project CADD files, GIS files or project plans.



## CONFLICT ANALYSIS:

The process of using engineering judgment, based on engineering and design best practices, to evaluate and compare depicted utility designating and locating information with proposed plans (highway, bridge, drainage, etc.) to inform all stakeholders of potential conflicts, potential resolutions and costs to cure.



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## *Section 9*

## Appendix V

### Terms and Conditions

Accept    Reject

A. **Right to Reject:** KUB reserves the right to reject any or all proposals and to waive irregularities therein, and the undersigned hereby agrees that such rejection or waiver shall be without liability on the part of KUB for any damage or claim brought by the undersigned because of such action, nor shall the undersigned seek any recourse of any kind against KUB because of such action. **There is no obligation to buy.** All bids/proposals submitted to KUB become the property of KUB upon submission and after the execution of a contract become subject to Tennessee's Public Records law, as codified in Tenn. Code Ann. §§10-7-101 et. seq.

Accept    Reject

B. **Agreement:** Each successful Proposer will be required to sign an agreement with KUB. The agreement shall include as attached Appendix V: Any addendum, unit price schedule, the Contractor's Proposal including any supplements thereto, the RFP and any other KUB documents to include but not be limited to technical specifications, etc. (hereinafter referred to collectively as "Contract Documents"). If the RFP and the Proposer's response to this proposal, is modified in negotiation between KUB and the Proposer, then the modified proposal shall be included as addenda to the successful Proposer's agreement with KUB. In the event of a conflict between the documents, which together comprise the Agreement for the subject project, the one requiring the highest level or quality of work shall control. The individual who signs this document must be empowered to sign the Agreement, or if sent by email the name that appears on the bid response must be empowered to sign the Agreement.

KUB reserves the right to withdraw the RFP or condition the award on additional or different terms proposed to be included in such contract, and KUB shall not incur any obligation to the successful Proposer except as provided in the Agreement. To produce the Agreement, KUB reserves the right to provide its own draft terms or request draft terms from the Proposer. Notification of award of the or acceptance of a RFP, in whole or in part, shall not restrict KUB's discretion with regard to the terms of the definitive agreement, shall not preclude KUB from terminating the proposal or withdrawing the proposal prior to execution of the Agreement, and shall not limit KUB's right to consider and act on additional information that may come to its attention from any source.

Accept  Reject

C. **Cancellation:** KUB reserves the right to cancel the Agreement for the work without cost or penalty to KUB, if, in KUB's opinion, there is a failure at any time by the Contractor to adequately perform the Agreement, or if there is any attempt to willfully impose upon KUB workmanship which is, in the opinion of KUB, of an unacceptable quality or time requirements. Cancellation of the Agreement shall not impair any rights or claim of KUB to damages for the breach of any covenants of the Agreement by the Contractor or the Contractor's subcontractors.

Accept  Reject

D. **Acceptance of Proposal:** The selection of a Proposer to which the agreement will be awarded will be determined on the basis of which Proposal is in the best interest of KUB based on the factors described in the Proposal evaluation section of this RFP. KUB reserves the right to reject any or all Proposals, to waive technicalities or informalities and to accept any Proposal determined to be in the best interest of KUB. KUB will not be responsible for misinterpretations that are caused by failure of a Proposer to follow the RFP format or to give proper and specific references when citing referenced material. The selection criteria are described in the RFP. KUB reserves the right, in its discretion and without incurring any liability to any Proposer, to modify or terminate this RFP at any time prior to the execution of a definitive Agreement, and to accept or reject any Proposal for any reason.

Accept  Reject

E. **Minimum Performance:** The services in accordance with this RFP (including optional items selected by KUB) shall be fully in compliance with all federal, state, and local laws, rules, and regulations.

Accept  Reject

F. **Guarantee:** In submitting a Proposal, each Proposer certifies that it is fully aware of the conditions of service and that its offer will meet these requirements of service and purpose to the satisfaction of KUB. Proposer warrants and guarantees to KUB all services and products to be provided and that work and products will be of good quality, and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective by KUB and shall be reworked at the Proposer's expense.

Accept  Reject

G. **Insurance:** Insurance Requirements  
Proposer's Insurance: The successful Proposer shall not commence any service in connection with the Agreement until it has obtained all of the following types of insurance and such insurance has been approved by KUB. (Worker's Compensation, Public Liability and Property Damage and Subcontractor's Liability and Property Damage as outlined in this section). The successful Proposer shall not allow any subcontractor to commence service on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers approved and admitted to do business in Tennessee.

KUB shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name KUB as an additional insured as respects commercial general liability and business automobile liability. The successful Proposer shall provide KUB a thirty (30) day cancellation notice in the event any insurance required by fair agreement is canceled.

**Employer's Liability Insurance:** The successful Proposer shall secure and maintain during the term of the Agreement, Employer's Liability Insurance with minimum limits of:

\$1,000,000 Bodily injury each accident

\$1,000,000 Disease policy limit

**Pollution Liability Insurance:** The successful Proposer shall secure and maintain during the term of the Agreement, Pollution Liability Insurance with minimum limits of:

Per Occurrence Limit

\$1,000,000

General Aggregate Limit

\$2,000,000

**Worker's Compensation Insurance:** The successful Proposer shall secure and maintain during the term of the Agreement, worker's compensation insurance for all of their employees connected with the work on this project and, in case any work is sublet, shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the successful Proposer. Such insurance shall comply fully with Tennessee Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the successful Proposer shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to KUB, for protection of their employees not otherwise protected.

**Commercial General Liability and Business Auto Liability:**

The successful Proposer shall secure and maintain during the term of the Agreement, comprehensive general liability and comprehensive automobile liability insurance which shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operation be by themselves or by anyone directly or indirectly employed by them. The amount of such insurance shall be minimum as follows:

General Liability

Per Occurrence Limit

\$1,000,000

General Aggregate Limit

\$2,000,000

Products/Completed Operations Aggregate Limit

\$2,000,000

Fire Damage Legal Liability

\$1,000,000

Medical Expense

\$5,000

**Automobile Liability**

\$1,000,000 CSL \* *Combined Single Limit*

**Uninsured/Underinsured Motorist**

\$1,000,000

**Umbrella Liability**

\$1,000,000

Provides \$1,000,000 liability over and above: General Liability, Automobile Liability and Employer's Liability.

All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by KUB in writing.

Accept    Reject

H. **Indemnification:** The successful Proposer agrees to indemnify and hold harmless KUB its agents or employees from and against all loss or expense (including cost and attorney's fees) by reason of liability for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or damage to property, including loss of use thereof, arising out of or in consequences of the performance under the Agreement to be entered into whether such injuries to persons or damage to property is due or claimed to be done due to the negligence of the Proposer, his/her subcontractor, KUB, their agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of KUB. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under this section or under any other portion of the contract. Proposers regulated by the Tennessee Regulatory Authority or other regulatory authority are required to respond by stating what provisions of their tariff satisfy the requirements of this paragraph. In no way does this indemnification constitute a waiver by KUB of the defenses and limitations of liability available to it under the Governmental Tort Liability Act as codified in Tenn. Code Ann. §§29-20-101 et. seq.

Accept    Reject

I. **Nondiscrimination:** KUB is an equal opportunity employer and as such requires that its suppliers not discriminate on the basis of race, color, sex, religion, or ethnic origin. Submitting a Proposal constitutes Proposer's acknowledgement of this provision. KUB encourages the use of small business, minority, and women owned business enterprises.

Accept    Reject

J. **Title VI:** Proposer shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin ("Title VI"). No person on the grounds of race, color, or national origin shall be excluded from participation in,



denied benefits of, or be otherwise subject to discrimination in the performance of the proposal. The Proposer if awarded the proposal shall upon request, show proof of such nondiscrimination.

Accept    Reject

K. **Damages:** The Proposer will be responsible and liable for any damages to property of KUB or others caused by its employees, or subcontractors, and will replace and make good such damages to the satisfaction of KUB. **Repairs to inhabited buildings and structures will be performed within 24 hours of notification from KUB or the property owner.** If the Contractor fails to perform repairs in a timely manner, as determined by KUB, KUB will complete said repairs and subtract the cost of the repairs from the monies owed the Contractor.

Accept    Reject

L. **Choice of Law:** This proposal and any subsequent agreement related to the award of this proposal shall be governed by and construed with the laws and regulations of the State of Tennessee, cities, counties, townships and other municipalities within the KUB service area.

Accept    Reject

M. **Statutory Disqualification:** By submitting a proposal, the Proposer represents to the best of their knowledge that neither it nor any of its officers, directors, shareholders, members or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state, or federal criminal violation in connection with a contract let by the State of Tennessee or any other state or any political subdivision of the State of Tennessee.

Accept    Reject

N. **Conflict of Interest:** By submitting a proposal, Proposer represents to the best of their knowledge that no commissioner of officer of KUB or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for KUB has a "direct interest" in the Proposer or in the work which is subject to this proposal.

Accept    Reject

O. **Copyright, Trademark, Service Mark, or Patent Infringement:**

a. Proposer shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against KUB to the extent that it is based on a claim that the products or services furnished infringe a copyright, trademark, service mark, or patent. Proposer shall further indemnify and hold harmless KUB against any award of damages and costs made against KUB by a final judgment or a court of last resort in any such suit.

b. If the products or services furnished under this proposal or agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Proposer's obligation to satisfy the final award,

Proposer may at its option and expense:

- i. Procure for KUB the right to continue using the product or services
- ii. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to KUB, so that they become non-infringing.
- iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
- iv. Provided, however, that Proposer will not exercise options b.i., or b.ii. are impractical.

Accept  Reject

**P. Property of KUB:** Any materials, including reports, computer programs, and other deliverables created under the Contract Documents are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without the prior written consent of KUB.

Accept  Reject

**Q. Force Majeure:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, flood, earthquake, embargo, civil disturbance, acts of terrorism, governmental regulation, or causes similar nature beyond its control.

Accept  Reject

**R. Possession of Weapons:** All Proposers vendors, suppliers, and service providers and their employees, agents, or subcontractors are prohibited from possessing any weapons on KUB property.

Accept  Reject

**S. Search:** All persons, packages, and vehicles on KUB property are subject to being searched. Routine unannounced searches by KUB may be conducted. Refusal to submit to random searches will be grounds for removal from KUB property and prohibited access in the future. All vehicles leaving the KUB facilities are subject to being searched.

Accept  Reject

**T. Traffic:** Traffic regulations are to be observed at all times.

Accept  Reject

**U. Sub-Contracting:** Proposer may only use sub-contractors that have received prior written approval by KUB.

Accept  Reject

**V. Assignment:** Proposer shall not assign its rights under any awarded agreement without the prior written approval of KUB.

Accept  Reject

**W. Relationship of Parties:** The successful Proposer awarded the Agreement shall be an independent contractor. Neither party shall be deemed to be the employee or agent of the other party to the Agreement.

Accept  Reject

**X. Payment:** Upon receipt and acceptance of goods and services by KUB, the Contractor shall submit a complete and accurate invoice for payment from KUB within thirty (30) days  
**(Payment terms for this Agreement will be NET 30 DAYS)**

from the date of approval by the KUB of the Contractor's Applications for Payment.) The Contractor is responsible for any and all tax liabilities, which may be imposed upon the Work, or any materials used therein under the sales or use tax laws of the State of Tennessee. It shall be the Contractor's responsibility to determine if taxes are due on the Work or materials installed under the Agreement.

## Exceptions to Terms and Conditions

The Proposer hereby declares that the following list states any and all variations from and exception to the requirements of the Terms and Conditions and that, otherwise, it is the intent of the Proposer that the work be performed in strict accordance with the Contract Documents. The Proposer acknowledges that the listing of any exception, which is unacceptable to KUB, will have the effect of voiding the proposal.

Please see following attached document for "Exceptions to Terms and Conditions".

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The Proposer hereby accepts the Terms and Conditions described herein except for the list of exceptions described immediately above.

Date:

11/03/2017

Signed:

DJ. Stalk

Title:

DARIN STAZBAM



## Appendix V: Exceptions to Terms and Conditions

USIC Locating Services, Inc. is concerned with the language in **Section P. Property of KUB**. Therefore, a modification to the language is proposed.

### CURRENT

**P. Property of KUB:** Any materials, including reports, computer programs, and other deliverables created under the Contract Documents are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without prior written consent of KUB.

### PROPOSED

**P. Property of KUB:** Any materials, including reports, computer programs, and other deliverables created under the Contract Documents ***for work provided to satisfy the requirements of KUB*** are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without prior written consent of KUB. ***Materials created during the term of this contract for the general use by all Proposer's customers shall remain the property of Proposer.***



USICLLC.COM

## SECTION 10



# KUB Utility Damage Prevention and Related Services Contractor Pre-Qualification Statement

## Section A; General Company Information

### Basic Company Information

Legal Name of Business: USIC Locating Services, LLC

Street Address (Not a P.O. Box): 3211-C Regal Drive

City: Alcoa State: TN Zip Code 37701

Principal (headquarters) Office Mailing Address: 9045 N. River Road, Suite 300

City: Indianapolis State IN Zip Code: 46240

Admin. Contact Name: Jimmy Norred Phone No.: 865-406-3809 Fax No.: 317-663-0708

Admin. Contact Email: JimmyNorred@usicllc.com Company Website URL: www.usicllc.com

Company Federal ID#: 46-3026158

Type of Firm:  Corporation  Partnership  Individual  Sole Proprietorship  Joint Venture  Other

If Incorporated, State of Incorporation: IN

Number of Years Company has been in Business: 39

Average number of employees in your principal office for the last two years:

Current year	<u>591</u> Office	<u>7,483</u> Crafts	TOTAL <u>8,074</u>
Prior year	<u>496</u> Office	<u>7,514</u> Crafts	TOTAL <u>8,010</u>

List the local branch office(s) that will serve the KUB territory (attach additional sheet if necessary):

Company Name City, State, Zip	Branch Manager/ Phone Number	No. of Employees	
		Office	Crafts
3211-C Regal Drive Alcoa, TN 37701	Earl Bolin 865-977-4447	2	150

Is Company owned or controlled by a parent company?  Yes  No If Yes, complete the following:

- Legal Name of parent company: USIC, LLC
- Full Address of parent company: Street 9045 N. River Road, Suite 300  
City Indianapolis State IN Zip 46240
- Relationship of parent company:  Subsidiary  Division Date of Ownership: 2008

Does Your company have a certified stormwater inspector(s) licensed by the State of Tennessee for sediment and erosion control practices?  Yes  No If Yes, List name(s): N/A TN Lisc. #: \_\_\_\_\_

If No, List Subcontractor Stormwater inspection Company Name(s): N/A  
And List Subcontractor's Employee(s) name(s): \_\_\_\_\_ TN Lisc. #(s): \_\_\_\_\_



**Verification of Business Status Minority and Women Owned Business**

For Minority and Woman owned companies please list each owner (proprietor, partner, stockholder). The name listed should include Minority Group members and Non-Minority Group Members. Citizenship status - 1 = By Birth or 2 = Naturalized Citizen.

Name/Title	Ethnic Origin*	Gender	Citizenship	Ownership Percentage (entries must total 100%)
N/A		<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> 1 <input type="checkbox"/> 2	
		<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> 1 <input type="checkbox"/> 2	
		<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> 1 <input type="checkbox"/> 2	

**\* ETHNIC ORIGIN**

A citizen of the United States who is:

1. White
2. African American
3. Asian
4. Hispanic
5. Native American.

\***Asian Pacific** whose origins who are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory and the Pacific islands, the Northern Marinas islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

\***Native American** means American Indians, Eskimos, Aleuts, and native Hawaiians.

\***Asian Indian Americans** include United States citizens whose origins are from India, Pakistan, and Bangladesh.

**DECLARATION OF CERTIFICATION OF STATUS**

I have completed the Verification of Business Status Minority and Women Owned Business information above requested by the Knoxville Utilities Board and hereby certify that the information contained herein is true, correct, and accurate to the best of my knowledge and belief. I understand that this Declaration of Certification and the criteria set forth have been developed according to the definitions of minority and women owned businesses established by the Small Business Administration.





**Contact Information for Company Principals** List Individuals who will be Submitting Bids and Signing Contracts. List All that apply.

Name of Owner or Owner's Representative: Rob Tullman, President and CEO

Phone No.: 317-575-7800 E-Mail.: RobTullman@usicllc.com

Name of Company President: Rob Tullman, President and CEO

Phone No.: 317-575-7800 E-Mail.: RobTullman@usicllc.com

Name of Company Vice President: Darin Stalbaum

Phone No.: 317-575-7885 E-Mail.: DarinStalbaum@usicllc.com

Name of Bid and Contract Signing Authority 1: Darin Stalbaum

Title: Vice President - Sales & Marketing Phone No.: 317-575-7885

E-Mail.: DarinStalbaum@usicllc.com

Office Address of Signing Authority 1: 9045 N. River Road, Suite 300, Indianapolis, IN 46240

Name of Bid and Contract Signing Authority 2: Tim Seelig

Title: Senior Vice President Phone No.: 317-575-7800

E-Mail.: TimSeelig@usicllc.com

Office Address of Signing Authority 2: 9045 N. River Road, Suite 300, Indianapolis, IN 46240

Name of Bid and Contract Signing Authority 3: Jim O'Malley

Title: CFO Phone No.: 317-575-7800

E-Mail.: JimOMalley@usicllc.com

Office Address of Signing Authority 3: 9045 N. River Road, Suite 300, Indianapolis, IN 46240



# KUB Utility Damage Prevention and Related Services Contractor Pre-Qualification Statement

## Section B; Financial, Bonding, License, Insurance, Legal Company Information

Section B Information for (Company Name): USIC Locating Services, LLC

### 1. FINANCIAL INFORMATION (KUB reserves the right to request a copy of Firm's most recent audited financial statement.)

Value of Assets Owned by Firm: \$1,083,095,000

Annual Sales Volume for the three most recently completed Fiscal Years: (Indicate Year and Dollar Volume)

FY 2016 \$810,229,000      FY 2015 \$ 703,616,000      FY 2014 \$ 576,871,000

Largest Single Contract in the last 3 years: \$61.2 million

Current Dun & Bradstreet Rating: 1R4      Duns # 15-060-5418

Bank Reference: KeyBank NA      127 Public Square      Cynthia Draeger      317-464-8339  
(Name)      (Address)      (Contact)      (Phone)

Materials Suppliers: For Gas, Water, Wastewater Pipe and Fittings and for Electrical conduit and supplies: Name Your Top Two Materials Suppliers by Annual Dollar volume of purchases.

Supplier #1:      Sherwin Williams      101 W. Prospect Ave., Cleveland      Lisa Smiensi      216-515-8768  
(Name)      (Address)      (Contact)      (Phone)

Supplier #2:      Technology Integration Group      7810 Trade St., San Diego, CA      Wendy Bagalini      858-566-1900  
(Name)      (Address)      (Contact)      (Phone)

### 2. BONDING INFORMATION (Projects require a 100% Performance Bond and a 100% Payment Bond)

Bonding Company: RLI Insurance Company      Contact: Charissa Lecuyer      Phone: 816-960-9860

Current Bonding Capacity of Firm: \$5 million      Currently Bonded: \$1 million      Project Limit: \$5 million

Number of Years Contractor has used this Bonding Company: 3

Bonding Company's Rating from Best's Key Rating Guide: A+

(A signed statement from the surety, and certificates of the authority signing the statement that the above is correct, may be required.)

In the past five years have Performance or Payment Bond claims been made to a surety for this firm on any project? (If yes, describe the claim(s), the name of the company or person making the claim, and the resolution.)

Yes       No

Explanation if Yes: \_\_\_\_\_

In the past five years, has any surety company refused to bond the firm on any project? (If yes, specify reasons for the refusal and the name of the surety company).

Yes       No

Explanation if Yes: \_\_\_\_\_

### 3. LICENSE INFORMATION

Attach a photocopy of Contractor's current valid State of Tennessee Contractor's License.

N/A



4. INSURANCE INFORMATION

Attach a photocopy of Contractor's current valid insurance certificate with category and limits identified. Contractor is responsible for reviewing KUB insurance requirements for each project prior to Contractor's bid submittal. Award of Contractor's bid obligates Contractor to supply an Insurance Certificate to KUB naming KUB as additional insured for the categories and limits defined in the bid documents and delivered with Contractor's executed bid documents.

Does Contractor have, or is eligible to obtain, Professional Liability Insurance, if required?  Yes  No

Does Contractor have, or is eligible to obtain, Environmental Pollution Liability insurance, if required?  Yes  No

Insurance Company: Lockton Company Contact: Kristen Bailes Phone: 816-960-9214

5. LEGAL INFORMATION

In the past five years prior to the date of this application, has this firm or any principal of the firm been deemed to be in default on any contract, or been forcefully terminated from any contract? If yes, state on attached pages the names of the owner, the circumstances, and the resolution.  Yes  No

Indicate if the firm has any judgments that are not personal injury related against firm that are not fully settled. Include judgments in favor of project owners, subcontractors and suppliers. If yes, state on attached pages the names of the entity, relationship to firm, and the circumstances.  Yes  No

6. TENNESSEE DRUG FREE WORKPLACE COMPLIANCE

Does Contractor's firm employ 5 or more employees?  Yes  No

If yes, attach a photocopy of the most recent State of Tennessee Letter issued to Contractor recognizing Contractor's Firm as currently meeting State of Tennessee Drug Free Workplace requirements. Letter Dated: N/A



# KUB Utility Damage Prevention and Related Services Contractor Pre-Qualification Statement

## Section C; Company Health and Safety Information

### Instructions to Contractor:

- I. All blanks must be filled in and all requested attachments must be present for consideration.
- II. If information is not available or does not apply, please put "N/A".

1. Name of Firm: USIC Locating Services, LLC Date: 11/01/2017

Submitted By: Tom Karnowski Title: Vice President - EHS

Is the Submitting Individual the Company Safety Officer?  Yes  No; if no, provide the name, telephone and email of Safety Officer \_\_\_\_\_

SIC Code: 1623 NAICS Code: 561990

- 2. List your firm's Worker's Compensation experience modification rates (EMR) for the last three years, and provide a letter from your Comp. Carrier verifying these rates. If EMR is 1.0 or above, please explain why. If you do not have an EMR, please explain: \_\_\_\_\_

Year	Rate	Policy Number	Carrier
2017	.78	WC9441411-02	Zurich American Insurance Company
2016	.78	WC9441411-02	Zurich American Insurance Company
2015	.73	WC9441411-02	Zurich American Insurance Company

Current Carrier Telephone: 816-960-9214

Policy Anniversary Date: 01/01/2018

Type of Policy:  Interstate  Intrastate If Intrastate, please list applicable states: \_\_\_\_\_

- 3. List your firm's OSHA incidence rates for the last three years and attach OSHA 200/300 logs for last 3 years

Provide the incidence numbers and rates, including employee numbers and hours worked, for the entries in the table below by using your OSHA Form No. 300. Using the formulas provided calculate OSHA Incidence Rates. Data will be checked against that recoded and provided on the submitted copies of your OSHA 300 logs.



**KNOXVILLE UTILITIES BOARD  
CONTRACTOR PRE-QUALIFICATIONS**

Categories	PART 1. USE THE FORMULA BELOW TO COMPLETE THE LAST TWO ENTRIES OF THIS TABLE.					
	2016		2015		2014	
a. Fatalities	1		0		0	
b. Number of cases involving days away from work, restrictions, or transfers (DART cases)	175		165		157	
c. Number of days away from work	4864		4346		6560	
d. Number of non-fatal cases without days away from work, restrictions, or transfers	48		60		44	
Average number of employees	8,066		7,379		5,926	
Number of hours worked	18,567,000		15,824,406		12,449,699	
e. Total OSHA recordable cases (injury & illness)	No.	Rate	No.	Rate	No.	Rate
<i>Number of recordable cases x 200,000 hrs. = Incidence Rate Number annual hours worked</i>	223	2.40	225	2.84	201	3.23
f. OSHA recordable cases that resulted in DART cases	No.	Rate	No.	Rate	No.	Rate
<i>Number DART (b) cases x 200,000 hrs. = Incidence Rate Number annual hours worked</i>	175	1.89	165	2.09	157	2.52

4. Has your firm been cited by a regulatory agency, e.g. OSHA, EPA, DOT, etc, in the past 3 years? If yes, please attach an explanation. ....  Yes  No
5. Do you have a new employee-training program? .....  Yes  No
6. Do you plan to operate heavy equipment? .....  Yes  No
7. List the employees in your organization who are responsible for developing/ implementing your corporate H&S program:

Name: Tom Karnowski Title: Vice President - EHS

Name: Nathan Bright Title: EHS Operations Director

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



**KNOXVILLE UTILITIES BOARD  
CONTRACTOR PRE-QUALIFICATIONS**

**8a.** Do you have a written safety program?.....  Yes  No

**8b.** If so, does it comply with Title 8 CCR Section 3203 (Illness and Injury Prevention Program IIPP)? Please attach a copy. (California only) .....  Yes  No

Does your program include the following (check each applicable box):

	Written Program	Training		Written Program	Training
Company safety policy/rules	X	X	Portable Fire Extinguisher (29 CFR 1910.157)	X	X
Health and Safety Plan Requirements	X	X	Personal Protective Equipment (29 CFR 1910.132)	X	X
Emergency Response Procedures	X	X	Non-injury Accident Reporting (near-miss)	X	X
Injury Reporting	X	X	First Aid/CPR (29 CFR 1910.151) If so, how many employees <u>20</u>		X

**9.** Can you provide documentation of employee training, if required? .....  Yes  No

**10a.** Does your company have OSHA HAZWOPER trained employees (29 CFR 1910.120(e)(3))?  Yes  No

**10b.** If yes how many? \_\_\_\_\_

**12.** Do you have a medical surveillance program as required by 29 CFR 1910.120(f)? .....  Yes  No

**13.** Does your company have a written Alcohol and Substance Abuse Program? .....  Yes  No

If yes, does it include the following?

a. 5-panel substance testing? .....  Yes  No

b. Pre-employment/pre-job assignment testing (within 30 days of pre-job assignment)? ...  Yes  No

c. Post-accident drug and alcohol testing? .....  Yes  No

d. Reasonable suspicion drug and alcohol testing? .....  Yes  No

**14.** Do you hold periodic safety meetings for your employees?.....  Yes  No

Daily  Weekly  Bi-weekly  Monthly  Less often, as needed

**15.** Does your company perform Job Hazard Analyses (JHA) for new and existing tasks? .....  Yes  No

If yes, please provide an example of a recently completed JHA.

**16.** Do you conduct field safety inspection/audits of work in progress? .....  Yes  No

a) If Yes, How often? Minimum of 1 per month per employee

b) If yes, who conducts the inspection? Name: Management Team



**KNOXVILLE UTILITIES BOARD  
CONTRACTOR PRE-QUALIFICATIONS**

Title: Field supervisors, District Managers, Trainers

17. Do you conduct routine equipment inspections/maintenance on your vehicles including drill rigs, excavators etc.?  Yes  No

a) If Yes, How often? Bi-weekly

b) If yes, who conducts the inspection? Name: Field Supervisors

Title: \_\_\_\_\_

18. Does your company have written post accident investigation procedures?  Yes  No  
If yes, please provide the written procedures.

19. Do you notify all employees of accidents and precautions related to accidents and near misses?  Yes  No

If Yes, How is this notification accomplished? The Safety Incident Review is covered at all

Bi-Weekly Tailgates. It is also emailed to all employees each week.

Are accident reports distributed to management?  Yes  No

If Yes, to whom? Field Supervisors, District Managers, Regional Director, VP - EHS

How often? Within 24 hours of the incident

20. Is safety a specific evaluation criterion in the annual performance reviews of:  
Employees?  Yes  No

Supervisors?  Yes  No

Management?  Yes  No

21. Attach documentation for checked boxes below:

- EMR documentation from your insurance carrier
- OSHA 300 Logs (Past 3 years) for new Subcontractors, Past year for Renewal Subcontractors
- IIPP Copy (California Companies Only)
- Safety & Health Program (TABLE OF CONTENTS ONLY)
- Example of Recently Completed JHA
- Accident/Incident Investigation Procedure

22. Certification

The authorized individual signing below hereby certifies that the above information is accurate.

By: Tom Karnowski



KNOXVILLE UTILITIES BOARD  
CONTRACTOR PRE-QUALIFICATIONS

Company Name USIC LOCATING SERVICES, LLC  
Signature D.J. Stahl Date: 11/03/2017  
Print Name DARIN STAHLBAUM  
Its VICE PRESIDENT - SALES + MARKETING

List of items to be submitted with Form, checked items (No. 21) are required to be submitted.





January 5, 2017

Locate Holdings, Inc.  
dba USIC Locating Services, Inc.  
9045 River Road  
Indianapolis, IN 46240

Re: 2015- 2017 Experience Modification Rate

To whom it may concern:

The experience modification rates for 2015-2017 are listed below.

2015 - .73  
2016 - .78  
2017 - .78

Lockton worked diligently with NCCI and the current insurance carrier to correct Locate Holdings Inc./USIC, LLC workers compensation class code. NCCI calculated a backwards looking experience modification reflecting the correct class code, and has made their calculations available via their systems for 2015 and 2016 in addition to the current year.

These updated experience modification rates are significantly different (lower/better) than what had been submitted by USIC, and are now an accurate representation of the USIC program.

Please ensure if you use a supplier management system which looks at multiple years of EMR that you allow for USIC to be updated for prior years.

Sincerely,

Melissa Bassett  
Account Executive  
LOCKTON COMPANIES, LLC



LOCKTON COMPANIES  
444 W 47th Street, Suite 900 / Kansas City, MO 64112-1906  
816-960-9000 / FAX: 816-960-9099  
[www.lockton.com](http://www.lockton.com)









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

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

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

### Number of Cases

Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	116 (H)	39 (I)	41 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
5379 (K)	4170 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	17

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

Public reporting burden for this collection of information is estimated to average 55 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a commonly used OMB control number. If you have any comments about these estimates of any aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20216. Do not send the completed forms to this office.



Year 2014

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

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name USIC  
 Street 9045 North River Road Suite 300  
 City Indianapolis State Indiana Zip 46240  
 Industry description (e.g., Manufacture of motor truck trailers)  
sewer, pipeline, water construction  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
8 7 1 3  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
5 4 1 3 7 0

### Employment information

Annual average number of employees 5928  
 Total hours worked by all employees last year 12448669

Sign here

Knowingly falsifying this document may result in a fine.

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

Paul Pircopeto Company executive  
 Director of Safety Title  
 815-341-1687 Phone 11/3/2013 Date

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

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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


Number of Cases		
Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G) 112 (H)	51 (I)	63 (J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
4163 (K)	3943 (L)

Injury and Illness by Type		
Total number of... (M)	(1) Injury	(2) Skin Disorder
226	0	0
0	0	0
0	0	0
0	0	0

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

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

<b>Establishment Information</b>	
Your establishment name	<u>USIC, LLC</u>
Street	<u>9045 North River Road, Suite 300</u>
City	<u>INDIANAPOLIS</u> State <u>INDIANA</u> Zip <u>46240</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>sewer, pipeline, water construction</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>1 6 2 3</u>
OR North American Industrial Classification (NAICS), if known (e.g., 338212)	<u>5 6 1 9 9 0</u>
<b>Employment Information</b>	
Annual average number of employees	<u>7,378</u>
Total hours worked by all employees last year	<u>15,824,408</u>
<b>Sign here</b>	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	President Title
Company Executive	2/1/2016 Date
815-341-1687 Phone	



Form approved OMB no. 1218-0176

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name

USIC, LLC

City INDIANAPOLIS State INDIANA

OSHA 300 - Injury and Illness Incidents

Table with columns: (A) Case No., (B) Employee's Name, (C) Job Title, (D) Date of injury or onset of illness, (E) Where the event occurred, (F) Describe injury or illness, (G) Days away from work, (H) Job transfer or restriction, (I) Other recordable cases, (J) Job transfer or restriction, (K) Away from work, (L) On job transfer or restriction, (M) Injury type, (N) Respiratory Condition, (O) Poisoning, (P) Hearing Loss, (Q) All other illnesses.









WC#	Employee Name	Date	Activity	Injury	Respiratory Condition	Skin Disorder	Poisoning	Hearing Loss	Other Illnesses			
WC1510052	technician	10/30/15	roadway									
WC1510042	technician	10/27/15	roadway									
WC1511017	technician	11/4/15	assessment									
WC1511003	technician	11/3/15	assessment									
WC1511004	technician	11/4/15	assessment									
WC1511005	technician	11/4/15	assessment									
WC1511014	technician	11/7/15	roadway									
WC1511023	technician	11/7/15	assessment									
WC1511016	technician	11/9/15	assessment									
WC1511020	technician	11/12/15	assessment									
WC1511029	technician	11/17/15	assessment									
WC1511027	technician	11/16/15	roadway									
WC1511034	technician	11/18/15	assessment									
WC1511030	technician	11/18/15	assessment									
WC1511038	technician	11/19/15	roadway									
WC1511037	technician	11/19/15	assessment									
WC1511041	technician	11/19/15	roadway									
WC1511040	technician	11/21/15	roadway									
WC1511048	technician	11/30/15	assessment									
WC1511044	technician	11/30/15	assessment									
WC1511045	technician	11/30/15	assessment									
WC1512031	technician	12/1/15	assessment									
WC1512004	technician	12/3/15	assessment									
WC1512002	technician	12/3/15	roadway									
WC1512003	technician	12/4/15	assessment									
WC1512006	technician	12/8/15	assessment									
WC1512008	technician	12/9/15	roadway									
WC1512010	technician	12/10/15	assessment									
WC1512009	technician	12/10/15	roadway									
WC1512011	technician	12/11/15	assessment									
WC1512014	technician	12/15/15	assessment									
WC1512029	technician	12/24/15	assessment									
WC1512016	technician	12/19/15	assessment									
WC1512018	technician	12/21/15	roadway									
WC1512026	technician	12/21/15	assessment									
WC1512023	technician	12/28/15	roadway									
WC1512028	technician	12/30/15	frontyard									
Page totals				172	51	63	4763	226	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3944, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2016

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

Form approved OMB no. 1218-0176

Establishment name USIC Locating LLC (all districts combined)

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

City Indianapolis State IN

### Identify the person

### Describe the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Classify the case		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:								
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Remained at work (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	Injury (M)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)	
WC1601003		technician	1/4	Utility Right of Way	Slip/Trip/Fall - right knee					0	6							
WC1601035		technician	1/4	Utility Right of Way	Slip/Trip/Fall - knee					7	173							
WC1601004		technician	1/5	Manhole	Struck By - lower ribs					5	0							
WC1601015		technician	1/10	Sidewalk	Slip/Trip/Fall - right knee					175	0							
WC1601016		technician	1/11	Roadway	MVA - back / neck					1	179							
WC1601018		technician	1/13	Utility Right of Way	Slip/Trip/Fall - left knee					1	179							
WC1601023		technician	1/15	Roadway	MVA - back					1	0							
WC1601021		technician	1/16	Manhole	Slip/Trip/Fall - right shoulder / right knee					92	88							
WC1601024		technician	1/18	Utility Right of Way	Slip/Trip/Fall - right knee					0	21							
WC1601022		technician	1/19	Office	Plant/Animal/Insect - right hand													
WC1601032		technician	1/21	Utility Right of Way	Slip/Trip/Fall - tailbone													
WC1601029		technician	1/22	Utility Right of Way	Sprain/Strain - Ankle					0	2							
WC1601028		technician	1/23	Front Yard	Slip/Trip/Fall - right/shoulder					0	71							
WC1602004		technician	2/3	Manhole	Slip/Trip/Fall - right knee					6	0							
WC1602010		technician	2/4	Excavation	Slip/Trip/Fall - hamstring/groin					14	0							
WC1602009		technician	2/4	Utility Right of Way	Slip/Trip/Fall - lower back, left side					0	168							
WC1602007		technician	2/4	Utility Right of Way	Slip/Trip/Fall - right knee/back					3	0							
WC1602011		technician	2/5	Utility Right of Way	Sprain/Strain - left knee/leg					60	29							
<b>Page totals</b>						<b>0</b>	<b>11</b>	<b>5</b>	<b>2</b>	<b>365</b>	<b>906</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

Log of Work-Related Injuries and Illnesses

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Year 2016

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

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Form approved OMB no. 1218-0176

Establishment name USIC Locating LLC (all districts combined)

City Indianapolis State IN

Identify the person

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Remained at work or restriction	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M) Injury	(1) Skin Disorder	(2) Respiratory Condition	(3) Poisoning	(4) Hearing Loss	(5) All other illnesses						
WC1602018		technician	2/16	Utility Right of Way	Struck By - lungs/ribs		x			180	0	x											
WC1602020		technician	2/16	Utility Right of Way	Slip/Trip/Fall - right ankle		x			1	179	x											
WC1602019		technician	2/17	Manhole	Sprain/Strain - knee		x			1	179	x											
WC1602029		technician	2/22	Roadway	MVA - right shoulder/neck/chest		x			1	36	x											
WC1602028		technician	2/22	Utility Right of Way	Slip/Trip/Fall - left knee		x			45	80	x											
WC1602039		technician	2/26	Utility Right of Way	Sprain/Strain - right leg																		
WC1602036		technician	2/26	Utility Right of Way	Sprain/Strain - right forearm					0	13	x											
WC1602032		technician	2/26	Utility Right of Way	Other - right hand		x			4	7	x											
WC1602038		technician	2/29	Utility Right of Way	Slip/Trip/Fall - left shoulder/elbow		x			0	14	x											
WC1603001		technician	3/1	Roadway	MVA - left hand					1	0	x											
WC1603027		technician	3/4	Utility Right of Way	Ergonomics - lower back		x			0	47	x											
WC1603006		technician	3/4	Utility Right of Way	Slip/Trip/Fall - right ankle		x			3	14	x											
WC1603008		technician	3/5	Roadway	Struck By - knee		x			0	20	x											
WC1603015		technician	3/9	Utility Right of Way	Slip/Trip/Fall - right ankle					0	20	x											
WC1603017		technician	3/9	Utility Right of Way	Slip/Trip/Fall - back/hip					0	180	x											
WC1603014		technician	3/10	Utility Right of Way	Struck By - left wrist / heel		x			10	170	x											
WC1603018		technician	3/10	Utility Right of Way	Slip/Trip/Fall - left knee		x			5	6	x											
WC1603024		technician	3/10	Utility Right of Way	Sprain/Strain - ankle		x			3	0	x											
Page totals												0	12	5	1	255	1124	18	0	0	0	0	0

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# Log of Work-Related Injuries and Illnesses

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Form approved OMB no. 1218-0176

Establishment name USIC Locating LLC (all districts combined)

City Indianapolis State IN

Identify the person			Describe the case			Classify the case			Enter the number of days the injured or ill worker was:						Check the "injury" column or choose one type of illness:								
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Remained at work	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses						
WC1603033	technician	Manhole	3/21	Manhole	Ergonomics - right elbow/bicep					0	118	x											
WC1603038	technician	Residential Yard	3/22	Residential Yard	Plant/Animal/Insect - left hand			x		0	11												
WC1603040	technician	Roadway	3/22	Roadway	MVA - back, right shoulder, head		x			180	0												
WC1603041	technician	Roadway	3/24	Roadway	MVA - head / right side					0	6												
WC1603049	technician	Utility Right of Way	3/26	Utility Right of Way	Sprain/Strain - knee					0	21												
WC1603045	technician	Utility Right of Way	3/28	Utility Right of Way	Slip/Trip/Fall - right ankle		x			1	179												
WC1603046	technician	Utility Right of Way	3/28	Utility Right of Way	Slip/Trip/Fall - right elbow					53	0												
WC1603050	technician	Manhole	3/30	Manhole	Struck By - right big toe		x			0	18												
WC1604001	technician	Utility Right of Way	4/4	Utility Right of Way	Contact With - right index finger					0	13												
WC1604008	technician	Utility Right of Way	4/6	Utility Right of Way	Struck By - right eye					0	27												
WC1604017	technician	Utility Right of Way	4/7	Utility Right of Way	Slip/Trip/Fall - right ankle					1	27												
WC1604014	technician	Utility Right of Way	4/7	Utility Right of Way	Ergonomics - lower back		x			2	41												
WC1604013	technician	Utility Right of Way	4/11	Utility Right of Way	Slip/Trip/Fall - right thigh/calf					95	85												
WC1604015	technician	Utility Right of Way	4/12	Utility Right of Way	Slip/Trip/Fall - right shoulder/elbow		x			1	52												
WC1604019	technician	Utility Right of Way	4/13	Utility Right of Way	Sprain/Strain - left knee					4	1												
WC1604020	technician	Roadway	4/13	Roadway	MVA - neck/head		x			0	28												
WC1604018	technician	Residential Yard	4/13	Residential Yard	Plant/Animal/Insect - right hand					0	600												
WC1604026	technician	Utility Right of Way	4/15	Utility Right of Way	Slip/Trip/Fall - left ankle					337	7												
<b>Page totals</b>												<b>0</b>	<b>8</b>	<b>7</b>	<b>3</b>	<b>337</b>	<b>600</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

# Log of Work-Related Injuries and Illnesses

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Year 2016

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Establishment name USIC Locating LLC (all districts combined)

City Indianapolis State IN

Identify the person

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M) Injury	(1) Skin Disorder	(2) Respiratory Condition	(3) Poisoning	(4) Hearing Loss	(5) All other illnesses							
WC1605025		technician	5/10	Utility Right of Way	Plant/Animal/Insect - both arms				x			x												
WC1605031		technician	5/10	Utility Right of Way	Sprain/Strain - left knee		x			87	0	x												
WC1605027		technician	5/11	Roadway	MVA - neck				x			x												
WC1605040		technician	5/16	Roadway	MVA - Thorax		x	x		4	0	x												
WC1605044		technician	5/16	Roadway	MVA - multiple					0	21	x												
WC1605061		technician	5/18	Roadway	MVA - lower back		x	x		4	70	x												
WC1605048		technician	5/18	Utility Right of Way	Sprain/Strain - right knee					4	63	x												
WC1605059		technician	5/19	Utility Right of Way	Exposure - eyes		x			4		x												
WC1605054		technician	5/20	Utility Right of Way	Sprain/Strain - left rib cage							x												
WC1605051		technician	5/20	Utility Right of Way	Slip/Trip/Fall - left ankle/toes					0	1	x												
WC1605056		technician	5/23	Utility Right of Way	Slip/Trip/Fall - elbow / back			x				x												
WC1605065		technician	5/25	Residential Yard	Plant/Animal/Insect - left forearm							x												
WC1605075		technician	5/26	Utility Right of Way	Slip/Trip/Fall - right shoulder							x												
WC1605076		technician	5/27	Utility Right of Way	Plant/Animal/Insect - multiple							x												
WC1605079		technician	5/27	Utility Right of Way	Plant/Animal/Insect - hands							x												
WC1605080		technician	5/31	Residential Yard	Plant/Animal/Insect - leg							x												
WC1606037		technician	6/1	Utility Right of Way	Slip/Trip/Fall - left shoulder, thigh, knee, ankle, right knee		x	x		0	5	x												
WC1606004		technician	6/2	Utility Right of Way	Slip/Trip/Fall - left foot					51	129	x												
<b>Page totals</b>												<b>0</b>	<b>5</b>	<b>4</b>	<b>9</b>	<b>150</b>	<b>438</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

## Summary of Work-Related Injuries and Illnesses

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

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

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

### Number of Cases

Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
1 (G)	107 (H)	67 (I)	45 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
3968 (K)	6588 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	220	(4) Poisoning	0
	(2) Skin Disorder	0	(5) Hearing Loss	0
	(3) Respiratory Condition	0	(6) All Other Illnesses	0

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

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2016

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

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name USC Locating LLC (all districts combined)  
 Street 9045 River Road, Suite 300  
 City Indianapolis State IN Zip 46240  
 Industry description (e.g., Manufacture of motor truck trailers)  
Contract Utility Locator  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
5 6 1 9 9 0  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 8,066  
 Total hours worked by all employees last year 18,567,000

### Sign here

Knowingly falsifying this document may result in a fine.

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

Robert M. Tullman Company Executive President, CEO  
 Title  
813-387-2790 1/24/2017  
 Phone Date



PROTECTING INFRASTRUCTURE

*To be Posted in All Work Locations*

**ENVIRONMENT, HEALTH, AND SAFETY (EHS) POLICY STATEMENT**

USIC is committed to **leading a SAFE-LIFE culture**: preventing harm of any kind to the people, property or environment affected by our services. We believe every incident is preventable and cultivate this ideology through the empowerment and motivation of our employees. We make safe choices, identifying hazards and eliminating or reducing risk in every task, at home, at work, and the journeys between, every day. We are industry leaders in protecting infrastructure. We work with integrity to achieve legal and regulatory compliance at thousands of sites in North America.

Managers are expected to accept this responsibility and commit the necessary resources to achieve our objectives. Individual employees are also expected to carry out their duties in accordance with USIC's commitment to **living a SAFE-LIFE** and its policies and procedures.

USIC commits to the **SAFE-LIFE** by ensuring:

- All locations and business units have clearly stated EHS policies.
- Employees and contractors will be provided with safe and healthy work environments which meet or exceed applicable legal and regulatory requirements.
- Procedures will be in place designed to recognize, establish, evaluate, and control EHS hazards.
- All employees will be provided with EHS training for their scope of work as USIC deems applicable and appropriate.
- All employees will be involved with the EHS processes and programs.
- Improvement and effectiveness of EHS systems, policies and procedures will be measured regularly.
- Responsibility, accountability, and disciplinary actions are clearly defined for all employees.
- Employees, visitors and contractors are authorized and expected to **STOP** and report to supervision any task or operation in which perceived risk to people, the environment, or assets is not being properly controlled.

At USIC we know that employees are our most valuable assets. The health and safety of our workforce is the foundation of our business. "**WE CHOOSE THE SAFE-LIFE**" means we are working together to accomplish the common goal of a safe, healthy and environmentally compliant workplace.

Reference Documentation:

- USIC Code of Conduct Policy – Environment, Health & Safety
- USIC Safety Policy

  
Rob Tullman

CEO

May 6, 2016



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## ENVIRONMENTAL, HEALTH AND SAFETY REFERENCE MATERIAL

# DOG BITE PREVENTION

*Did you know...? About 4.5 million people are bitten by dogs each year. Almost one in five of those who are bitten by a dog (a total of 885,000) require medical attention.*

A dog is a territorial animal by nature – they are descendants of the wolf, after all. Therefore, an intrusion into what they see as "their area" can lead to serious consequences.

### BE PROACTIVE!

#### If your workday consists of completing a job at a private home...

- First contact the homeowner, ask if he or she has a dog and if they can secure it prior to you entering the home/backyard.
- Make sure they understand you will be working inside/outside of their home and may need to walk back and forth to your vehicle to complete the job.
- Kindly ask them to secure the dog away from ALL areas you will be working in.

#### Site Evaluations should be made for all homes:

- Look for: bones, dog dishes, toys, dog house, "Beware of Dog" signs, worn paths in the yard, feces, etc.
- Make noise to alert the dog of your presence (whistle, clap your hands, rattle or bang the gate).
- Stay clear of the perimeter of the dog's rope or chain.
- Respect a dog's territory... remember you are on his turf!



#### What do I do if a dog starts to attack?

- STOP.
- Remain still and calm then move away slowly in a side body posture until the dog is out of sight.
- Say "NO!" in a deep firm voice.
- Give the dog something to bite if it attacks. Place something between yourself and the dog, such as your jacket, bag, paint stick, etc.
- Once the dog has bitten your protection, slowly move to safety while the dog bites it.
- When you are safe, give the dog your protection and wait for the dog to leave. Do not try to pick up or take back your protection from the dog.



#### What do I do if I am bitten?

- Call your Supervisor to report the incident immediately.
- Clean the bite wound with soapy water as soon as possible.
- Elevate limb(s) that have been bitten.
- Apply antiseptic lotion or cream.
- Get the dog owner's name and contact information.
- Request proof of rabies vaccination from the owner.



## ENVIRONMENTAL, HEALTH AND SAFETY REFERENCE MATERIAL

### USIC HAZARD IDENTIFICATION & RISK ASSESSMENT PROGRAM

#### Hazard Identification & Communication

- Each employee will perform all steps of the A3 process at each locate site and whenever conditions change.
- Employees will communicate identified hazards and methods of mitigation to their teammates at the bi-weekly tailgates and on their daily safety conference calls.
- Communication of these identified hazards will keep all employees actively engaged in the process and increase awareness among teammates.

#### A3 Process

A3 is a simple 3-step process that can be used to facilitate Cognitive safety using the method of Assess, Analyze, and Act. Cognitive, in its simplest definition is “active thinking.” With this, we can assure ourselves that we have assessed the hazards, analyzed the risks, and mitigated the risk factors before beginning our tasks. As you use this tool to identify the hazards associated with your tasks, it is essential that you apply the A3 process by practicing the following:



#### Assess the risk and ask the following:

- What could go wrong?
- What's the worst that could happen if something does go wrong?

*Each jobsite will have many hazards or combinations of hazards. It is critical that you identify ALL hazards prior to beginning the locate. Always assess for hazards when you first arrive (and whenever conditions change) to understand what can hurt you!*

#### Analyze the task to be performed:

- Do I have the necessary training and knowledge to perform this job safely?
- Do I have all the necessary tools and personal protective equipment?
- Am I physically and mentally prepared to perform this task?

*Always analyze options to determine the safest alternative to understand how to protect yourself! Necessary PPE shall be worn at all times from the beginning of your day until the end of your day.*

#### Act to control the risk:

- Take necessary action to ensure the job is performed safely.
- Follow written procedure. Ask for help if needed.

*Once a hazard is identified and the safest alternative is selected, you have to act on it by sticking to the PLAN! The best way to avoid a potential injury is to avoid the hazard completely. When a hazard cannot be avoided, you must take special precautions to mitigate the hazard and remain injury free.*



**ENVIRONMENTAL, HEALTH AND SAFETY REFERENCE MATERIAL**

**Utility Locator Job Tasks, Potential Hazards and Mitigations:**

Job Tasks	Hazards	Corrective Actions
Driving to general work Location	Distracted driving (answering phones, looking at computers, eating, changing radio) congestion, pedestrians on roadway, animals, poor housekeeping (unsecured loads, trash), hazardous vehicle operating condition, Inclimate weather (snow, sleet, rain, wind), hazards road conditions (potholes gravel debris, oil, etc.)	<ul style="list-style-type: none"> <li>See A3 Professional Driving Program</li> </ul>
Locating specific work location while driving, <i>looking for landmarks, pole numbers, premarks, address, contractors, broken poles, fire hydrants,</i>	distracted driving (taking eyes off of the road to look for landmarks, pole numbers, premarks, address, contractors, broken poles, fire hydrants ) backing, parking	<ul style="list-style-type: none"> <li>Reduce driving speed</li> <li>Implement first move forward policy,</li> <li>Find a legal parking spot</li> <li>See A3 Professional Driving Program</li> </ul>
Parking	lane intrusion, congested traffic zone, work location, machinery, equipment, broken Utilities	<ul style="list-style-type: none"> <li>Parking points               <ol style="list-style-type: none"> <li>1. park in legal parking spot</li> <li>2. park in a "first move forward position"</li> <li>3. park in position not opposite or near driveway</li> <li>4. park vehicle out of "line of fire"</li> </ol> </li> </ul>
Setting up vehicle protection	encroaching in traffic, inclimate weather, slips trips and falls, head hazard from hatchback, Strain/sprain (lifting, bending bowing) pedestrian traffic, visibility to others,	<ul style="list-style-type: none"> <li>See Work zone protection policy</li> <li>Techniques for preventing slips, trips, falls</li> <li>Review situational awareness bulletin               <ol style="list-style-type: none"> <li>1. think it through before beginning</li> <li>2. take your time</li> <li>3 pay attention</li> <li>4. be aware</li> <li>5. get involved</li> <li>6. take off the blindfold</li> </ol> </li> </ul>
Moving equipment from vehicle to jobsite	strains/sprains (lifting, bending), STF's, traffic, impact from falling object, pinch point, protruding objects (head injuries),	<ul style="list-style-type: none"> <li>Use proper lifting techniques including: bending knees, keeping item close to body, keeping body square with the item, keeping back straight, lift with the legs.</li> <li>Do not block view while walking with item, wear proper PPE (hard hats, gloves, safety glasses, proper footwear, class 2 vests)</li> </ul>
Entering buildings (basements)	overhead hazards, tripping, low light, electrical contact, flood water	<ul style="list-style-type: none"> <li>Wear proper PPE (hard hat, safety glasses proper footwear, gloves)</li> <li>Inspect all stairways before proceeding</li> <li>Use flashlights,</li> <li>If water on floor do not enter unless cleared of electrical hazards.</li> <li>Provide the proper illumination at all times</li> </ul>
Lifting equipment	back injuries, slips trips and falls	<ul style="list-style-type: none"> <li>Use proper lifting techniques including: bending knees, keeping item close to body, keeping body square with the item, keeping back straight, lift with the legs.</li> </ul>





**ENVIRONMENTAL, HEALTH AND SAFETY REFERENCE MATERIAL**

		<ul style="list-style-type: none"> <li>Do not block view while walking with item</li> <li>Wear proper PPE (hard hats, gloves, safety glasses, proper footwear, class 2 vests)</li> </ul>
Marking lines	walking in traffic while distracted, tripping hazards, fences, dogs/animals,	<ul style="list-style-type: none"> <li>Review situational awareness bulletin before work start.</li> <li>Review critical behavior list for preventing slips, trips, and falls.</li> <li>Review Dog Bite Prevention Program including: site evaluation and self-protection techniques.</li> <li>Do not climb fences - look for proper access.</li> </ul>
Obtaining access points stripping Wires, Opening valves, opening pedestals, opening manholes	cuts and lacerations, strain and sprains due to improper tool or use of equipment and improper positions. flying debris, repetitive motion, climbing fences.	<ul style="list-style-type: none"> <li>Wear all proper PPE including cut resistant gloves, safety glasses with side shields, hardhats and proper footwear. see personal protective equipment policy</li> <li>Review Ergonomics program for proper use of tools and avoiding repetitive motion injuries</li> <li>Attend "avoiding line of fire injuries" training before work start.</li> </ul>
Potential Use of chemicals (identify if used)	Eye injury, skin injury, lung irritation	<ul style="list-style-type: none"> <li>Ensure SDS is on file with work package.</li> <li>Notify BNL prior to any use of chemicals, glues, adhesives</li> <li>Ensure a SDS is readily available for each chemical used.</li> <li>Use chemicals only in well ventilated areas.</li> <li>Chemical resistant gloves needed.</li> <li>Safety glasses with side shields needed.</li> <li>Do not leave non-BNL chemicals on site</li> </ul>
Opening Pedestals	pinch points, strains and sprains, improper use of tools, mechanical hazard (Foot injury using shovel), STF, positioning, partials and dust, lacerations, unsanitary conditions	<ul style="list-style-type: none"> <li>Wear all proper PPE including work gloves, safety glasses with side shields, hardhats and proper footwear.</li> <li>See personal protective equipment policy</li> <li>Review Ergonomics program for proper use of tools and avoiding repetitive motion injuries</li> <li>Attend "avoiding line of fire injuries" training before work start.</li> <li>Wear chemical resistant gloves if unsanitary condition exists.</li> </ul>
Opening Pedestals	insects, snakes, pinch points, cuts and lacerations,	<ul style="list-style-type: none"> <li>Wear all proper PPE including work gloves, safety glasses with side shields, hardhats and proper footwear.</li> <li>See personal protective equipment policy</li> <li>Attend "avoiding line of fire injuries" training before work start.</li> <li>Wear chemical resistant gloves if unsanitary condition exists.</li> <li>Review Situational Awareness bulletin</li> </ul>



ENVIRONMENTAL, HEALTH AND SAFETY REFERENCE MATERIAL

Direct Connecting and grounding	pinch points, strains and sprains,	<ul style="list-style-type: none"> <li>Review Situational Awareness bulletin before work start.</li> <li>Review critical behavior list for preventing slips, trips, and falls.</li> <li>Wear all proper PPE including work gloves, safety glasses with side shields, hardhats and proper footwear.</li> <li>See personal protective equipment policy</li> <li>Attend "avoiding line of fire injuries" training before work start.</li> </ul>
Locating the utility	STF, (uneven surface, incimate weather conditions) animal bites, distraction (reading equipment), poor situational awareness (other contractor equipment, traffic) pinch points (snaking fiber, paint wand) inhalation of fumes (marking with paint)	<ul style="list-style-type: none"> <li>Review Situational Awareness bulletin before work start.</li> <li>Review critical behavior list for preventing slips, trips, and falls.</li> <li>Wear all proper PPE including work gloves, safety glasses with side shields, hardhats and proper footwear. see personal protective equipment policy</li> <li>Attend "avoiding line of fire injuries" training before work start.</li> </ul>
Videotaping markout	STF, (uneven surface, incimate weather conditions) animal bites, distraction (reading equipment), poor situational awareness (other contractor equipment, traffic) pinch points (snaking fiber, paint wand) inhalation of fumes (marking with paint)	<ul style="list-style-type: none"> <li>Review Situational Awareness bulletin before work start.</li> <li>Review critical behavior list for preventing slips, trips, and falls.</li> <li>Wear all proper PPE including work gloves, safety glasses with side shields, hardhats and proper footwear. See personal protective equipment policy</li> <li>Attend "avoiding line of fire injuries" training before work start.</li> <li>Review SDS for type of paint including safety precautions.</li> </ul>
Lifting Supplies (cases of paint, equipment)	strains and sprains, slips trips and falls, back injuries	<ul style="list-style-type: none"> <li>Review critical behavior list for preventing slips, trips, and falls.</li> <li>Use proper lifting techniques including: bending knees, keeping item close to body, keeping body square with the item, keeping back straight, lift with the legs.</li> <li>Do not block view while walking with item</li> <li>Review SDS for type of paint including safety precautions.</li> </ul>
Working at night	tripping hazards, poor sight, fatigue, animals, diminished visibility,	<ul style="list-style-type: none"> <li>See illumination standard</li> <li>Review critical behavior list for preventing slips, trips, and falls.</li> </ul>
Damage Investigations	electrical contact due to exposed utilities, slips trips and falls,	<ul style="list-style-type: none"> <li>See Electrical Hazards bulletin</li> <li>Review critical behavior list for preventing slips, trips, and falls.</li> </ul>

## USIC Employee Injury and Vehicle Accident Job Aid for Field Supervisors & Management

**OUR 1<sup>st</sup> CONCERN IS THE HEALTH & CONDITION OF OUR EMPLOYEE!**

	Task	Employee Injury	Vehicle Accident
<input type="checkbox"/> <b>REPORT (INITIAL)</b> <i>1 hour EE to mgr 2 more hours mgr out</i>	Properly notify the right parties as soon as incident occurs	<ul style="list-style-type: none"> <li>• If emergency, call 911</li> <li>• Notify District Manager</li> </ul>	<ul style="list-style-type: none"> <li>• If emergency, call 911</li> <li>• Have employee photo vehicles &amp; plates</li> <li>• Call police to report vehicle accident</li> <li>• Notify DM of vehicle accident</li> </ul>
<input type="checkbox"/> <b>ACT</b>	Determine if medical treatment is necessary	<ul style="list-style-type: none"> <li>• Avoid emergency room unless necessary</li> <li>• Visit a panel physician <a href="http://www.zurichna.com">http://www.zurichna.com</a> <ul style="list-style-type: none"> <li>➢ Click on Online services</li> <li>➢ Click on Customers</li> <li>➢ Click on Workers' Comp/Safety</li> <li>➢ Click on Access the C.a.r.e. Directory Now</li> <li>➢ If prompted for password, please enter the following: Password= zurichna</li> <li>➢ Click on Address Search</li> </ul> </li> <li>• Inform Claims Dept. <a href="mailto:accidentreporting@usicllc.com">accidentreporting@usicllc.com</a> &amp; complete online injury report <a href="http://forms.usicllc.com/Injury/Create">http://forms.usicllc.com/Injury/Create</a></li> <li>• Attend initial medical treatment                             <ul style="list-style-type: none"> <li>○ Inform / Ask physician:                                     <ul style="list-style-type: none"> <li>○ Modified Duty Available?</li> <li>○ ID Work Limits/Restrictions?</li> <li>○ Medications prescribed?</li> <li>○ Equivalent OTC Meds?</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Include USIC Employee Injury Checklist items in addition to Vehicle Accident checklist (column to left)</li> <li>• Employee may not feel effects of injury immediately</li> <li>• Inform employee that if condition changes you <b>MUST</b> be notified immediately!</li> <li>• <a href="mailto:ColtonBragg@usicllc.com">ColtonBragg@usicllc.com</a> (317) 575-7814</li> </ul>
	If medical treatment is <b>NOT</b> required →	<ul style="list-style-type: none"> <li>• Explain to employee if their condition worsens, they <b>MUST</b> contact you <b>PRIOR</b> to a physician's visit</li> </ul>	
<input type="checkbox"/> <b>TEST</b>	Drug and BAC Testing  Need help? <a href="mailto:ColtonBragg@usicllc.com">ColtonBragg@usicllc.com</a> (317) 575-7814	<ul style="list-style-type: none"> <li>• Employees reporting an injury that involves medical treatment <b>MUST</b> be taken for Drug &amp; BAC Test within 2 hours of notification</li> <li>• <b>EXCEPTION:</b> If immediate medical attention is required, do not interfere but request testing by the provider</li> </ul>	<ul style="list-style-type: none"> <li>• All employees involved in a <b>responsible</b> vehicle accident <b>MUST</b> be taken for Drug &amp; BAC Test within 2 hours of notification</li> <li>• <b>EXCEPTION:</b> If immediate medical attention is required, do not interfere but request testing by the provider</li> </ul>
<input type="checkbox"/> <b>INVESTIGATE</b>	Management performs Incident Investigation	<ul style="list-style-type: none"> <li>• Visit the site</li> <li>• Obtain complete addresses</li> <li>• Take photos</li> <li>• Interview employee &amp; witnesses</li> <li>• Collect witness contact information</li> <li>• Was 3<sup>rd</sup> party responsible? Get contact information &amp; company</li> </ul>	<ul style="list-style-type: none"> <li>• Visit the site</li> <li>• Take photos (see reverse side)</li> <li>• Interview employee and witnesses</li> <li>• Get contact information of all involved</li> <li>• Get EE statement include emphasis on potential or actual distractions</li> </ul>
<input type="checkbox"/> <b>REPORT (FOLLOWUP)</b>	Complete & File investigation reports and related docs	<ul style="list-style-type: none"> <li>• Complete online <u>Injury Report</u> within 3 hours of event</li> <li>• Send reports, photographs, locate request(s), employee &amp; witness statements to: <a href="mailto:accidentreporting@usicllc.com">accidentreporting@usicllc.com</a></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Call Donlen @ 800-323-1483 (#4)</b></li> <li>• Complete online <u>MVA Report</u> <a href="http://forms.usicllc.com/Mva/Create">http://forms.usicllc.com/Mva/Create</a></li> <li>• Police Report –Obtain officer's name, report # &amp; how to get a copy</li> <li>• Send reports &amp; reply to all after web form email arrives <a href="mailto:accidentreporting@usicllc.com">accidentreporting@usicllc.com</a></li> </ul>

Revised 2017 01 05

WHAT IS THE SAFE-LIFE?

**PROTECTING**

INFRASTRUCTURE  
OUR COMMUNITIES  
OURSELVES



# USIC Employee Injury and Vehicle Accident Job Aid for Field Supervisors & Management

## Properly Documenting Injury & Vehicle Accident Incidents

<b>Photos Documentation</b>	<ul style="list-style-type: none"> <li>• Taking photographs is an important part of documenting the scene of an accident.</li> <li>• Although listed in the “Investigate” stage, you should take photographs as soon as possible following arrival at the event.</li> <li>• Take care of any personal injuries associated with the accident, then take photos from all angles around the accident site.</li> <li>• Make sure to photograph the larger area for context as well as close-ups of the actual point of injury. This will help in understanding the cause(s) of the accident</li> <li>• Get photos of vehicle license plates, points of damage, other vehicles involved, and any other factors that may have contributed</li> <li>• If equipment or other tools were involved, make sure to include them in your photos</li> <li>• If photographing work areas associated with injury, take photos from all elevations (top of hill, bottom of hill, etc.</li> <li>• Send photos along with the accident report to <a href="mailto:accidentreporting@usicllc.com">accidentreporting@usicllc.com</a></li> <li>• CAUTION: Follow Manhole Access Policy if you need to access a manhole to take photographs</li> </ul>
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### HIGH EXPOSURE INCIDENT

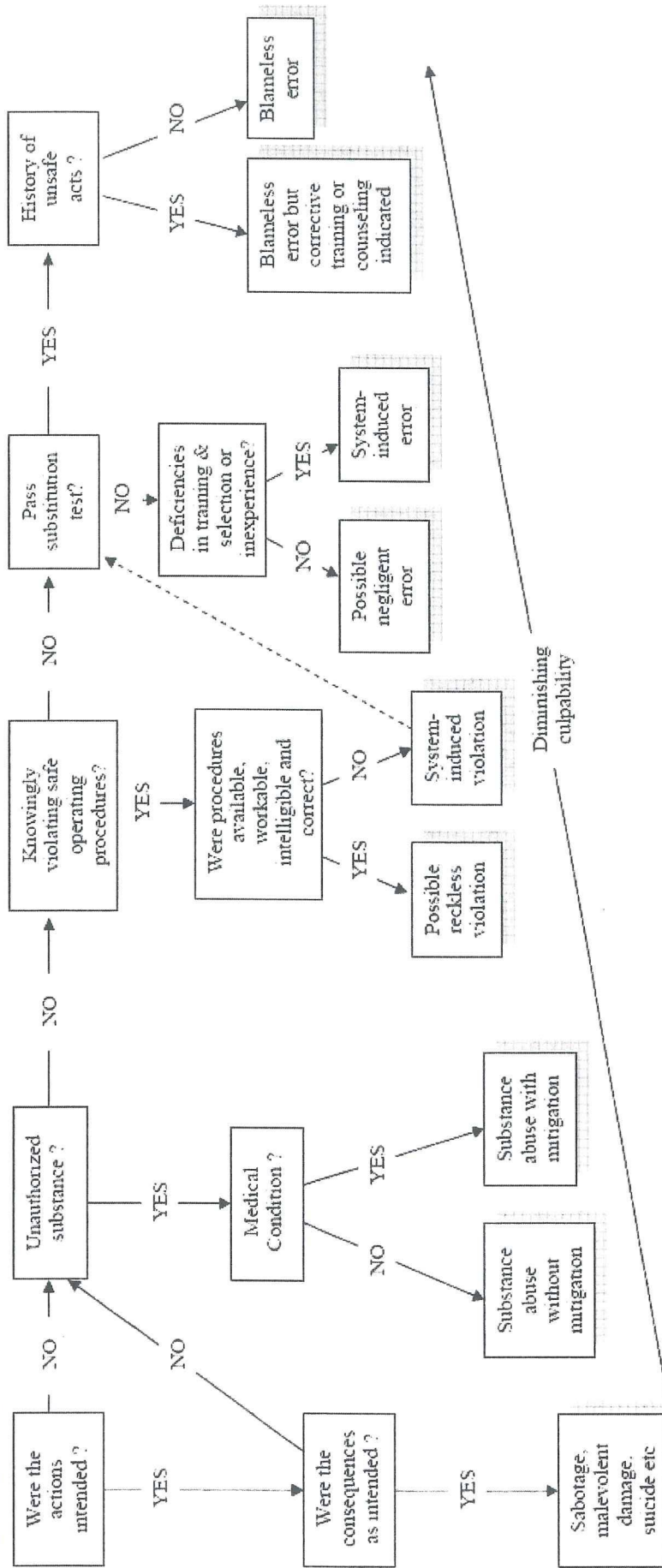
For any claims, Workers’ Compensation, Auto Liability or General Liability, which results in a fatality, serious bodily injury (any injury requiring an overnight stay in a hospital), extensive property damage or significant media coverage, you must immediately notify the following:

- |   |   |
|---|---|
| District Manager –<br>Regional Manager –<br>Operations VP –<br>Workers Compensation–<br>Safety Director –<br>Claims Director –<br>Motor Vehicle Incidents -<br><br>Last Resort- | Region Specific<br>Region Specific<br>Region Specific<br>Wendy Vinard (Mobile: 317-366-8852)<br>Nathan Bright (Mobile 580-465-6887)<br>Jon Winters (Mobile: 317-286-8792)<br>Donlen/CEI 800-323-1483 (#4)<br><br>USIC Dispatch 800-778-9140 |
|---|---|

Revised 2017 01 05



# Just Culture Model



**Substitution test:** could a different person (well motivated, equally competent, and comparably qualified) have made the same error under similar circumstances (determined by their peers). If “yes” the person who made the error is probably blameless, if “no”, were there system-induced reasons (such as insufficient training, selection, experience)? If not, then negligent behavior should be considered.



RISK MATRIX				Potential Criteria				
				A <1%	B 1-10%	C 10-30%	D 30-60%	E >60%
Harm to People		Harm to Environment			Damage to Equipment			
Accident	Occupational Illness	Environment						
5 <b>MAJOR</b>	Life threatening illness A very serious illness contracted at work that might result in death	Major or uncontrolled release with significant environmental impact extending well beyond site boundary, interfering public services / triggering community protective measures Chronic pollution resulting in damage lasting more than 12 months	Over \$TEO Extensive damage (multiple fires / explosions) or loss of installation / facilities	5	10	15	20	25
4 <b>SEVERE</b>	Serious chronic illness of employee resulting in partial or total permanent disability	Extended breach of license conditions (12 or uncontrolled release) Significant environmental impact beyond the site boundary resulting in long term conditions. Remediation plan requires external assistance	More than \$TEO less than \$TEO Damage extending to several areas / significant impairment of installation / facilities / equipment integrity Events such as fires and explosions that require response from an outside organization	4	8	12	16	20
3 <b>SIGNIFICANT</b>	Illness resulting in sick leave and requiring medical treatment and/or recurrent illness Illness resulting in temporary work restriction and/or resulting in change of work	Outside the site boundary Localized pollution giving rise to significant environmental impact but unlikely to last beyond 1 month Repeated breach of license conditions Remediation and/or may require external assistance Within site boundary	More than \$TEO less than \$TEO Significant damage to local area or essential plant & equipment	3	6	9	12	15
2 <b>MODERATE</b>	Any disorder or illness which has short term impact on the tasks of the employee requiring medical treatment beyond first aid	Within site boundary Short term environmental impact. Single license breach recoverable by worksite	More than \$TEO less than \$TEO Limited damage to plant & equipment	2	4	6	8	10
1 <b>MINOR</b>	Minor short term ailment Any disorder or illness which has no impact or very short term impact on the tasks of the employee - with no medical treatment	Within site boundary No significant environmental impact or breach of license conditions Easily controlled / recovered by worksite	Less than \$TEO Insignificant damage to plant and/or equipment	1	2	3	4	5

LIVING A SAFE-LIFE...AT HOME, AT WORK AND ON THE JOURNEYS BETWEEN!

THE LEADER IN DAMAGE PREVENTION

# Templates

# Storyboard Title

Case Number:

## Injury Type/Body Part:

Date:

*Recordability Rationale:  
Management system failure:*

*SEVERITY LEVEL (1-5)    DAFW: Yes / No    RWA: Yes / No  
SITE & INCIDENT LOCATION: Ex: Customer Site Name, F-Bay, etc.*

### What happened?

Field procedure Name/Number goes in this section

### Why did it happen?

Root cause and contributing factors go in this section

### What are we now doing differently to prevent this from happening again?

Corrective actions go here

### How can we learn from this incident?

Preventative actions go here





**Corrective Action**

(How do we prevent this from happening again?)

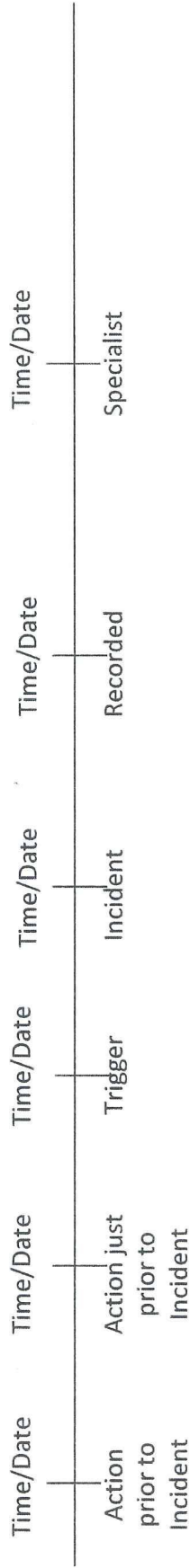
**Responsible Person**

**ATS #**

**Target Date /  
Date Closed**

# Incident Timeline

## Examples:



Saturday October 12, 2014

0700

**A**

Injured Party (IP) was on site to start up the boiler and test the recently installed safety switch on high pressure vessel.

Checked safety devices and switches

Reviewed start-up procedures

Reviewed start-up procedure with co-worker

1100

IP began to build pressure by draining water from test vessels and warming up the system.

Began to test pressure switch

Noticed leak on gauge

Decision made to drain pressure from discharge side of test stump

1300

When IP cracked open the drain valve the drain line whipped out of floor drain striking IP

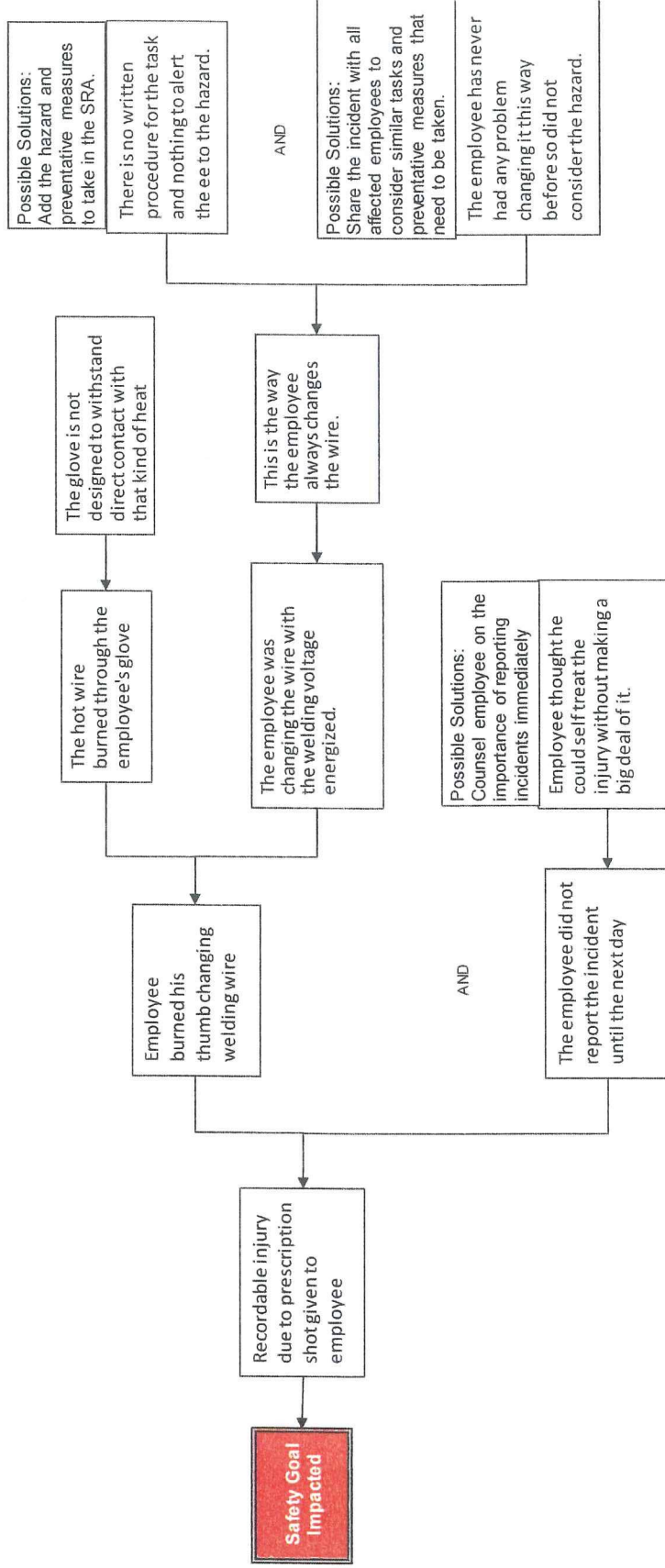
IP shut the drain line and left the immediate area to seek medical first-aid

Site cell leader transported IP to local clinic.

IP was treated and released full duty.

**B**

# Show Cause Map or other Methodology (Fishbone, Tap Root, APOLLO, etc.) used to identify all incident causes – Example below



# Strength of Defenses Matrix

Illustrate existing failed defenses in **red text**; existing successful defenses in **green text**; and new defenses in **blue text**. Please note it is NOT necessary to have an entry in every cell: just make the matrix reflect reality.

Type / Purpose	Engineered Defenses	Admin Defenses	Management Oversight Defenses	Personal Protective Equipment	Cultural Defenses
Eliminate (substitute)					
Prevent					
Catch					
Detect					
Mitigate					

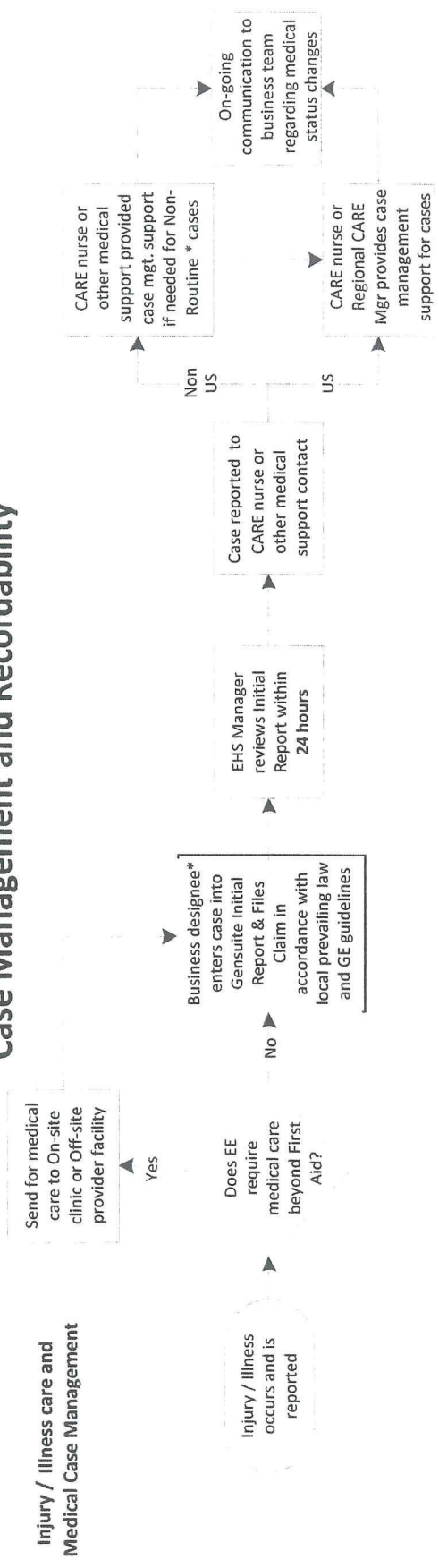
Type – What type of defense is it? Engineered is strongest, while Cultural is weakest.  
 Purpose – Will the defense eliminate, prevent, catch, detect, or mitigate an error and/or hazard?

# Interview Questionnaire / Discussion

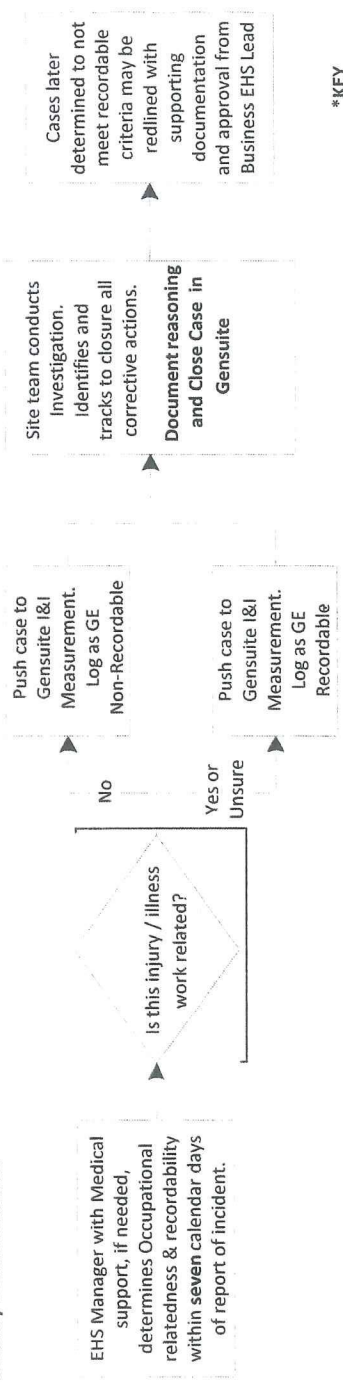
Please rank the following factors as to how impactful they were to playing a part in the injury. When interviewing the EE, supervisor, and/or witness, please ask if the following factors contributed to the injury and/or incident. Follow up each closed ended question below with the question, "Why?" or "Why do you say that?" or "Why do you agree, disagree, or are neutral?", since each factor could have a positive or negative impact. Document specifics of "Why did it happen?"

FACTOR	Agree	Neutral	Disagree
1. Lack/shortage of supervision/direction			
2. Working extended hours/overtime			
3. Limited availability of the correct tools/equipment			
4. Having a sense/perception of being hurried/rushed to meet a schedule or customer request			
5. Procedures not available and/or not adequate			
6. "Critical" and/or "Risk Important" Steps ID'd in procedure			
7. My knowledge and understanding of the task			
8. My physical & mental fitness and awareness/alertness			
9. My work group's beliefs/attitudes towards safety			
10. Communication between team and other trades, business, companies, etc.			
11. Conflicting goals, directives, instructions from the customer, GE Supervision/Mgt, EHS, etc.			
12. Other (Please list)			

# Case Management and Recordability



## Recordability Determination

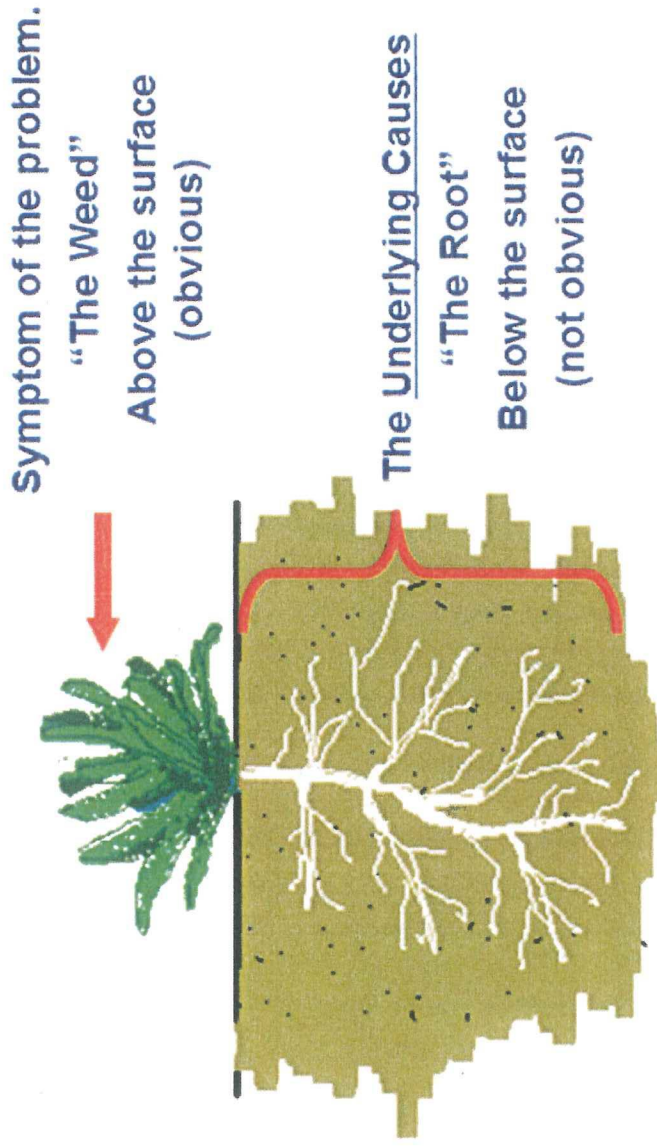


\*KEY

**Business Designee:** May be a supervisor, EHS Manager, HR Manager, Clinic RN or other provider.

**Non-routine cases:** Serious injuries or prolonged absence beyond average length of disability for your geographical area or complicated HR / work issues.

# Root Cause Analysis

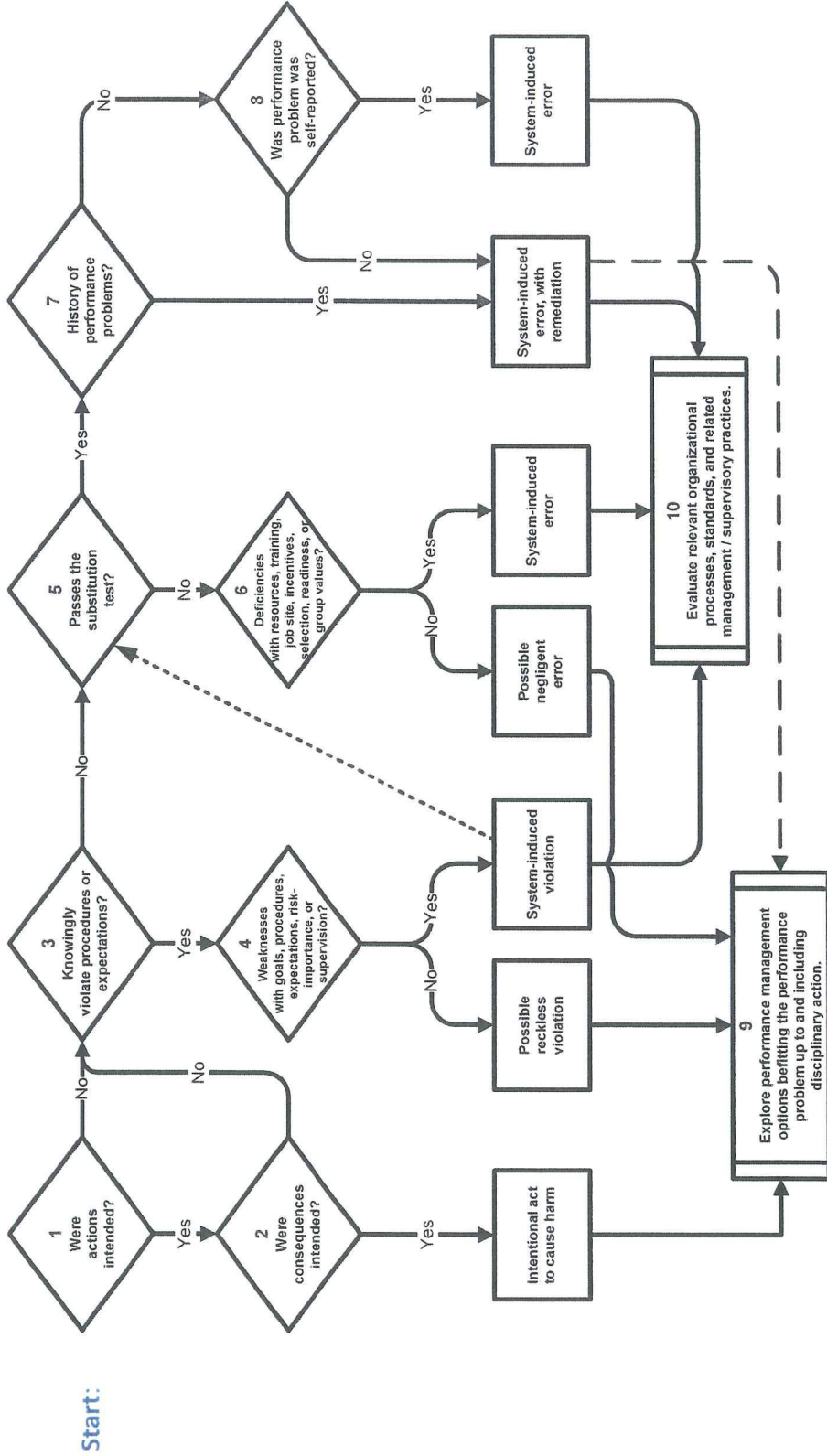


The word *root*, in root cause analysis, refers to the underlying causes, not the one cause.

## The Cause Mapping method of Root Cause Analysis

In the Cause Mapping method, the word *root*, in root cause analysis refers to the causes that are beneath the surface. Most organizations mistakenly use the term "root cause" to identify the one, main cause. Focusing on a single cause can limit the solutions set resulting in better solutions being missed. A Cause Map provides a simple visual explanation of all the causes that were required to produce the incident. The *root* is the system of causes that reveals all of the different options for solutions.

# Culpability Assessment Flowchart<sup>[1]\*</sup>



[1] Adapted from Reason, J. (1998), *Managing the Risks of Organizational Accidents*; Ashgate, p.208.  
 \* User should adapt the chart contents to local requirements and context.





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY)  
12/14/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Navigators Insurance Company	42307
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 12896089 REVISION NUMBER: XXXXXXXX

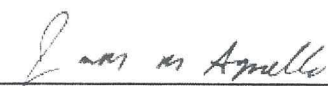
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	GLO9441413-02	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000 \$
A	<input checked="" type="checkbox"/> 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	N	N	BAP9441414-02	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	NY17EXC740722IV	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> 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	N/A	WC9441411-02 (DED) WC9441412-02 (RETRO)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Knoxville Utilities Board is included as additional insured (except workers' compensation) where required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

<b>12896089</b>  Knoxville Utilities Board 4505 Middlebrook Pike Knoxville TN 37921-5599	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  

## UNIT RATE SHEET, CONTROL #00998

Category Cost

Unit pricing to be utilized for invoicing and payment on utility damage prevention services:

**Regular rate.** Flat fee per each Utility Locate up to 2000 ft in length during normal working hours. \$6.43 /EA

**Call-out rate.** Flat fee per each Utility Locate up to 2000 ft in length outside normal working hours. \$9.65 /EA

**On-site surveillance and monitoring.** Rate for labor, equipment, and all incidental costs for a locator to perform on-site locating services in conjunction with a specific request by KUB. Minimum of four hours on site. \$48.00 /HR

**Pot Holing** \$225.00 /HR

**Valve Box Clean-out** \$225.00 /HR

**Ground Penetrating Radar (GPR)** \$72.00 /HR

**GPS Coordinate Locating (per point)** \$72.00 /HR

**Subsurface Engineering (SUE)/Digital Mapping/Profiling** \$125.00 /HR

**Placement of Electronic Marker** \$48.00 /HR

**Location of Sewer Lateral (via clean-out access with steel tape)** \$48.00 /HR

**Vacuum Excavation** \$225.00 /HR

**Utility Locate On Private Property(Requested by KUB)** \$48.00 /HR

**Proposer may propose or provide examples of alternative cost structuring utilized on other contracts of a similar nature.** For example, KUB would consider an annual sum proposal payable in monthly installments for an annual amount to provide a comprehensive utility damage prevention service including Utility Locate services. Proposer may provide any other applicable rates or rate structures the Proposer deems appropriate for their proposed services.

## Addendum No. 1

Project: KUB Utility Damage Prevention and Related Services  
Control No: 998  
Issued: To all listed plan holders  
Date: October 13, 2017

This addendum forms a part of the Agreement described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

### **NON-MANDATORY PRE-PROPOSAL DATE & TIME CHANGE**

1. RFP Invitation Letter – KUB Utility Damage Prevention and Related Services, Control#998
  - The RFP Invitation Letter has been revised and the Non-Mandatory Pre-Proposal Meeting date and time has changed to Friday, October 20, 2017 at 10:00AM EST.
  
2. RFP – KUB Utility Damage Prevention and Related Services, Control#998
  - DELETE page 6, and REPLACE with revised page 6, attached. In addition, the deleted page is of an obsolete version, and the Non-Mandatory Pre-Proposal Meeting date and time has changed to Friday, October 20, 2017 at 10:00AM EST.

END

Each Bidder/Proposer shall acknowledge receipt of this addendum by affixing his signature below, by noting this addendum on his Bid/Proposal Form, and by attaching this addendum to his Bid/Proposal. **Failure to acknowledge this addendum could be cause for bid/proposal rejection.**

**ACKNOWLEDGMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER / PROPOSER USIC LOCATING SERVICES, LLC

AUTHORIZED SIGNATURE Dj. Stale

DATE 11/03/2017



Knoxville Utilities Board

**October 12, 2017**

Notice to all Prospective Contractors:

**RE: Request for Proposal (RFP) for KUB Utility Damage Prevention and Related Services, Control Number: 00998**

The Knoxville Utilities Board will be receiving proposals for the subject work at **2:00PM EST on November 7, 2017**. See RFP package for all proposal criteria and requirements.

**A Non-mandatory pre-proposal meeting will be held on October 20, 2017 at 10:00AM EST., in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike, Knoxville, TN 37921.**

Our proposed schedule for this Project is as follows:

- **Proposal documents will be available on Thursday, October 12, 2017**
- **Non-mandatory pre-proposal meeting October 20, 2017 at 10:00AM EST.**
- **Cut-off for questions at 5:00PM on October 25, 2017.**
- **Issue addendum if required by 4:00PM on October 31, 2017.**
- **Proposal responses due by November 7, 2017 at 2:00PM EST**
- **Selected Firm Notified on November 13, 2017.**
- **Notice to Proceed on or before November 20, 2017.**

Proposal Documents may be picked up beginning October 12, 2012 at the following location Mon-Fri from 8:00AM – 4:00PM.

KUB Procurement  
Knoxville Utilities Board, Edwin C. Hoskins Operations Center  
4505 Middlebrook Pike  
Knoxville, TN 37921

Proposers requiring shipment of documents must provide their FedEx account number and a written request faxed to (865) 558-2472 to the attention of Jennifer Hobbs.

KUB appreciates your interest in this request and looks forward to receiving your sealed proposal on **November 7, 2017**. If you have any questions, please contact me at 865-594-7431.

Sincerely,

**Craig Bogan**  
Contract Services

C: David Hixenbaugh                      KUB/Safety and Technical Services

Utilities of the American Public Works Association (APWA) August 9, 2001, as amended, to show the field location of Underground Facilities with Reasonable Accuracy as defined herein.

**One Call Center.** A centralized call-in and utility locating coordination center through which subscribing utility members may receive notifications of proposed Excavations. For the purpose of the Agreement, the One Call Center is Tennessee One Call System, Inc.

**On-site Surveillance.** To watch over and protect KUB Underground Facilities during unusual or extensive Excavation projects (e.g., road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the Excavations or as may be required by KUB. Also known as standby protection.

**Person.** Any individual, partnership, franchise holder, association, corporation, state, city, county, or any subdivision or instrumentality of a state and its employees, agents, or legal representatives.

**Positive Response.** Notification to Tennessee 811 by the operator or its agent that the approximate location of the underground utility has been marked or cleared.

**Proposer.** Each Person or entity that submits a Proposal in response to a Request for Proposal (RFP).

**Reasonable Accuracy.** Locating within 24 inches of the outside dimensions of both sides of an Underground Facility or as otherwise required by the *Underground Utility Damage Prevention Act of Tennessee*.

**TNOC Locate Request.** A job ticket received electronically or by other form of notification from the One Call Center or directly from KUB's Representative directing the CONTRACTOR to perform Locate Services of Underground Facilities at a prescribed location. Each TNOC Locate Request (ticket) covers a maximum distance of 2000 feet.

**Underground Facility or Underground Plant.** Any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, telephone or telegraph communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substance; and including but not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground.

**Utility Locate.** The location of each individual utility facility. For example, one TNOC Locate Request may have four Utility Locates – electric, water, wastewater, and gas.

**Note** Defined terms are capitalized throughout this specification. Should there be any conflict between the provisions of the foregoing definitions and the provisions of the Agreement, and such conflict cannot be reconciled, then the provisions of the Agreement shall prevail.

## 2.0 REQUEST FOR PROPOSAL SCHEDULE

Advertisement	October 12, 2017
Non-Mandatory Pre-Proposal Meeting	October 20, 2017 at 10:00AM EST.
Question Cutoff	October 25, 2017 at 5:00PM EST.
Addendum	October 31, 2017 at 4:00PM EST.
Proposal Due	November 7, 2017 at 2:00PM EST.
Award	November 13, 2017
Proposed Notice to Proceed	November 20, 2017

## Addendum No. 2

**Project:** KUB Utility Damage Prevention and Related Services  
**Control No:** 00998  
**Issued:** To all listed plan holders  
**Date:** October 31, 2017

This addendum forms a part of the Agreement described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

### 1. KUB Utility Damage Prevention and Related Services RFP

- DELETE pages 2-4 of the RFP, and REPLACE with revised pages 2-4, attached. In addition, the deleted pages are of an obsolete version, and some of the Table of Contents page numbers have changed.

### 2. The following are questions received prior to cut off along with their responses:

- A. **Question:** What is the current number of techs performing the work?  
**Answer:** KUB does not dictate the number of locate technicians employed by its contractors.
- B. **Question:** Will KUB screen any tickets during the term of the contract?  
**Answer:** No.
- C. **Question:** Are the locators required to capture GPS coordinates for any type of locate?  
**Answer:** No, but GPS could be required in the future.
- D. **Question:** What is the start date for this project?  
**Answer:** January 1, 2018. There will be no change in the initial start-up date.
- E. **Question:** Can KUB provide current pricing of services outlined on the Unit Rate Sheet, Control #00998.  
**Answer:** Contractors requesting this information will have to go through the open records request process.
- F. **Question:** What percentage of tickets are marked versus cleared for each of the four utilities.  
**Answer:** KUB does not maintain this information.
- G. **Question:** What is the layering opportunity with the four utilities outlined in the bid package? Specifically, how many stops would include one utility, two utilities, three utilities or four?  
**Answer:** Refer to KUB Service Area maps for layering of multi-utilities.
- H. **Question:** Will the provider be compensated for the 2% required audits for locates completed each week?  
**Answer:** No, there will be no additional compensation for auditing requirements.

- I. **Question:** Please define the required documentation for each locate performed?  
**Answer:** Refer to Section 5 of the Request for Proposal.
- J. **Question:** In appendix IV, Performance Metrics you state: “Inspection fee of \$25.00 for each ticket identified not completed on time” – Please be more specific with respect to tickets that are considered on-going/project type/weather related delays etc.  
**Answer:** Appendix IV Does not pertain to on-going and project type tickets. There are no exception to the law for weather related delays.
- K. **Question:** Will you provide the quantity of inspection fees charged to the current service provider over the past 12 months?  
**Answer:** Contractors requesting this information will have to go through the open records request process.
- L. **Question:** Please give examples of “Corrective Action” if the 0.50/1000 locates is not achieved over a 12-month period as indicated in Appendix IV: Performance Metrics.  
**Answer:** A detailed written correction action plan of how the Contractor will correct and prevent at-fault damages in the future. This will include scheduled meetings as needed.
- M. **Question:** Are site visits required for each locate?  
**Answer:** Yes.
- N. **Question:** May the service provider administratively screen tickets deemed to be out of the service area?  
**Answer:** No, tickets are coded by Tennessee 811 for utilities in service area from KUB mapping department. On rare occasions locates will be out of the service area.
- O. **Question:** Please describe the type of mapping/prints that will be provided to the service provider. Are they in electronic format? Are there any fees associated with the process?  
**Answer:** The locate contractor will have access to KUB GIS, field drawings, and engineering drawings. There is no charge for access to this information.
- P. **Question:** Please confirm that alternative pricing will be accepted.  
**Answer:** Yes, alternative pricing will be accepted.
- Q. **Question:** In 2013, 70% of the consideration for awarding the work as KUB stated was related to pricing. Can you be more specific on what you will be looking for in a service provider this go around?  
**Answer:** Please see Section 7.0 – Evaluation Criteria, of the RFP. No additional information is available.
- R. **Question:** Please confirm normal working hours.



**Answer:** Normal work hours are dictated by the locate contractor for the work assigned to ensure that all work is completed in accordance with Utility Damage Prevention Act.

S. **Question:** Has the current service provided any of the following services over the past 4 years and 10 months and if so, please provide quantity?

**Answer:** See the chart below.

<b>Pot Holing</b>	<b>No</b>
<b>Valve Box Clean-out</b>	<b>No</b>
<b>GPR</b>	<b>No</b>
<b>GPS Coordinate Locating</b>	<b>No</b>
<b>Subsurface Engineering</b>	<b>No</b>
<b>Placement of Electronic Marker</b>	<b>No</b>
<b>Location of Sewer Lateral</b>	<b>No</b>
<b>Vacuum Excavation</b>	<b>No</b>
<b>Private Property Locate</b>	<b>Yes</b>

END

Each Bidder/Proposer shall acknowledge receipt of this addendum by affixing his signature below, by noting this addendum on his Bid/Proposal Form, and by attaching this addendum to his Bid/Proposal. **Failure to acknowledge this addendum could be cause for bid/proposal rejection.**

**ACKNOWLEDGMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER / PROPOSER USIC LOCATING SERVICES, LLC

AUTHORIZED SIGNATURE Dj. Stal

DATE 11/03/2017

**Request for Proposal: KUB Utility Damage Prevention and Related Services**  
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### Addendum No. 3

Project: KUB Utility Damage Prevention and Related Services  
Control No: 00998  
Issued: To all listed plan holders  
Date: November 3, 2017

This addendum forms a part of the Agreement described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

**1. The following are questions received prior to cut off along with their responses:**

S. **Question:** Has the current service provided any of the following services over the past 4 years and 10 months and if so, please provide quantity?

**Answer:** See the chart below.

Pot Holing	No
Valve Box Clean-out	No
GPR	No
GPS Coordinate Locating	No
Subsurface Engineering	No
Placement of Electronic Marker	No
Location of Sewer Lateral	Yes
Vacuum Excavation	No
Private Property Locate	Yes

**2. Clarification**

• **In reference to Addendum 2 - Question S:**

Yes, the current service provider has always marked sewer laterals based on measurements from KUB's GIS mapping system (see red highlighted area in chart above).

END

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**ACKNOWLEDGMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER / PROPOSER USIC LOCATING SERVICES, LLC

AUTHORIZED SIGNATURE DJ. Staller

DATE 11/03/2017

# **ADDENDA**

## **KUB UTILITY DAMAGE PREVENTION AND RELATED SERVICES**

**CONTROL NO. 998**



## Addendum No. 1

Project: KUB Utility Damage Prevention and Related Services  
Control No: 998  
Issued: To all listed plan holders  
Date: October 13, 2017

This addendum forms a part of the Agreement described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

### NON-MANDATORY PRE-PROPOSAL DATE & TIME CHANGE

1. RFP Invitation Letter – KUB Utility Damage Prevention and Related Services, Control#998
  - The RFP Invitation Letter has been revised and the Non-Mandatory Pre-Proposal Meeting date and time has changed to Friday, October 20, 2017 at 10:00AM EST.
2. RFP – KUB Utility Damage Prevention and Related Services, Control#998
  - DELETE page 6, and REPLACE with revised page 6, attached. In addition, the deleted page is of an obsolete version, and the Non-Mandatory Pre-Proposal Meeting date and time has changed to Friday, October 20, 2017 at 10:00AM EST.

END

Each Bidder/Proposer shall acknowledge receipt of this addendum by affixing his signature below, by noting this addendum on his Bid/Proposal Form, and by attaching this addendum to his Bid/Proposal. **Failure to acknowledge this addendum could be cause for bid/proposal rejection.**

**ACKNOWLEDGMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER / PROPOSER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



Knoxville Utilities Board

---

**October 12, 2017**

Notice to all Prospective Contractors:

**RE: Request for Proposal (RFP) for KUB Utility Damage Prevention and Related Services, Control Number: 00998**

The Knoxville Utilities Board will be receiving proposals for the subject work at **2:00PM EST on November 7, 2017**. See RFP package for all proposal criteria and requirements.

**A Non-mandatory pre-proposal meeting will be held on October 20, 2017 at 10:00AM EST., in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike, Knoxville, TN 37921.**

Our proposed schedule for this Project is as follows:

- **Proposal documents will be available on Thursday, October 12, 2017**
- **Non-mandatory pre-proposal meeting October 20, 2017 at 10:00AM EST.**
- Cut-off for questions at 5:00PM on October 25, 2017.
- Issue addendum if required by 4:00PM on October 31, 2017.
- **Proposal responses due by November 7, 2017 at 2:00PM EST**
- Selected Firm Notified on November 13, 2017.
- Notice to Proceed on or before November 20, 2017.

Proposal Documents may be picked up beginning October 12, 2012 at the following location Mon-Fri from 8:00AM – 4:00PM.

KUB Procurement  
Knoxville Utilities Board, Edwin C. Hoskins Operations Center  
4505 Middlebrook Pike  
Knoxville, TN 37921

Proposers requiring shipment of documents must provide their FedEx account number and a written request faxed to (865) 558-2472 to the attention of Jennifer Hobbs.

KUB appreciates your interest in this request and looks forward to receiving your sealed proposal on **November 7, 2017**. If you have any questions, please contact me at 865-594-7431.

Sincerely,

**Craig Bogan**  
Contract Services

C: David Hixenbaugh                      KUB/Safety and Technical Services

---

Electricity • Water • Wastewater • Gas

P.O. Box 59017•Knoxville, TN 37950-9017•(865) 524-2911•www.kub.org

Addendum 1

Utilities of the American Public Works Association (APWA) August 9, 2001, as amended, to show the field location of Underground Facilities with Reasonable Accuracy as defined herein.

**One Call Center.** A centralized call-in and utility locating coordination center through which subscribing utility members may receive notifications of proposed Excavations. For the purpose of the Agreement, the One Call Center is Tennessee One Call System, Inc.

**On-site Surveillance.** To watch over and protect KUB Underground Facilities during unusual or extensive Excavation projects (e.g., road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the Excavations or as may be required by KUB. Also known as standby protection.

**Person.** Any individual, partnership, franchise holder, association, corporation, state, city, county, or any subdivision or instrumentality of a state and its employees, agents, or legal representatives.

**Positive Response.** Notification to Tennessee 811 by the operator or its agent that the approximate location of the underground utility has been marked or cleared.

**Proposer.** Each Person or entity that submits a Proposal in response to a Request for Proposal (RFP).

**Reasonable Accuracy.** Locating within 24 inches of the outside dimensions of both sides of an Underground Facility or as otherwise required by the *Underground Utility Damage Prevention Act of Tennessee*.

**TNOC Locate Request.** A job ticket received electronically or by other form of notification from the One Call Center or directly from KUB's Representative directing the CONTRACTOR to perform Locate Services of Underground Facilities at a prescribed location. Each TNOC Locate Request (ticket) covers a maximum distance of 2000 feet.

**Underground Facility or Underground Plant.** Any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, telephone or telegraph communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substance; and including but not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground.

**Utility Locate.** The location of each individual utility facility. For example, one TNOC Locate Request may have four Utility Locates – electric, water, wastewater, and gas.

**Note** Defined terms are capitalized throughout this specification. Should there be any conflict between the provisions of the foregoing definitions and the provisions of the Agreement, and such conflict cannot be reconciled, then the provisions of the Agreement shall prevail.

## 2.0 REQUEST FOR PROPOSAL SCHEDULE

Advertisement	October 12, 2017
Non-Mandatory Pre-Proposal Meeting	October 20, 2017 at 10:00AM EST.
Question Cutoff	October 25, 2017 at 5:00PM EST.
Addendum	October 31, 2017 at 4:00PM EST.
Proposal Due	November 7, 2017 at 2:00PM EST.
Award	November 13, 2017
Proposed Notice to Proceed	November 20, 2017

## Addendum No. 2

Project: KUB Utility Damage Prevention and Related Services  
Control No: 00998  
Issued: To all listed plan holders  
Date: October 31, 2017

This addendum forms a part of the Agreement described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

### 1. KUB Utility Damage Prevention and Related Services RFP

- DELETE pages 2-4 of the RFP, and REPLACE with revised pages 2-4, attached. In addition, the deleted pages are of an obsolete version, and some of the Table of Contents page numbers have changed.

### 2. The following are questions received prior to cut off along with their responses:

- A. **Question:** What is the current number of techs performing the work?  
**Answer:** KUB does not dictate the number of locate technicians employed by its contractors.
- B. **Question:** Will KUB screen any tickets during the term of the contract?  
**Answer:** No.
- C. **Question:** Are the locators required to capture GPS coordinates for any type of locate?  
**Answer:** No, but GPS could be required in the future.
- D. **Question:** What is the start date for this project?  
**Answer:** January 1, 2018. There will be no change in the initial start-up date.
- E. **Question:** Can KUB provide current pricing of services outlined on the Unit Rate Sheet, Control #00998.  
**Answer:** Contractors requesting this information will have to go through the open records request process.
- F. **Question:** What percentage of tickets are marked versus cleared for each of the four utilities.  
**Answer:** KUB does not maintain this information.
- G. **Question:** What is the layering opportunity with the four utilities outlined in the bid package? Specifically, how many stops would include one utility, two utilities, three utilities or four?  
**Answer:** Refer to KUB Service Area maps for layering of multi-utilities.
- H. **Question:** Will the provider be compensated for the 2% required audits for locates completed each week?  
**Answer:** No, there will be no additional compensation for auditing requirements.

- I. **Question:** Please define the required documentation for each locate performed?  
**Answer:** Refer to Section 5 of the Request for Proposal.
- J. **Question:** In appendix IV, Performance Metrics you state: "Inspection fee of \$25.00 for each ticket identified not completed on time" – Please be more specific with respect to tickets that are considered on-going/project type/weather related delays etc.  
**Answer:** Appendix IV Does not pertain to on-going and project type tickets. There are no exception to the law for weather related delays.
- K. **Question:** Will you provide the quantity of inspection fees charged to the current service provider over the past 12 months?  
**Answer:** Contractors requesting this information will have to go through the open records request process.
- L. **Question:** Please give examples of "Corrective Action" if the 0.50/1000 locates is not achieved over a 12-month period as indicated in Appendix IV: Performance Metrics.  
**Answer:** A detailed written correction action plan of how the Contractor will correct and prevent at-fault damages in the future. This will include scheduled meetings as needed.
- M. **Question:** Are site visits required for each locate?  
**Answer:** Yes.
- N. **Question:** May the service provider administratively screen tickets deemed to be out of the service area?  
**Answer:** No, tickets are coded by Tennessee 811 for utilities in service area from KUB mapping department. On rare occasions locates will be out of the service area.
- O. **Question:** Please describe the type of mapping/prints that will be provided to the service provider. Are they in electronic format? Are there any fees associated with the process?  
**Answer:** The locate contractor will have access to KUB GIS, field drawings, and engineering drawings. There is no charge for access to this information.
- P. **Question:** Please confirm that alternative pricing will be accepted.  
**Answer:** Yes, alternative pricing will be accepted.
- Q. **Question:** In 2013, 70% of the consideration for awarding the work as KUB stated was related to pricing. Can you be more specific on what you will be looking for in a service provider this go around?  
**Answer:** Please see Section 7.0 – Evaluation Criteria, of the RFP. No additional information is available.
- R. **Question:** Please confirm normal working hours.

**Answer:** Normal work hours are dictated by the locate contractor for the work assigned to ensure that all work is completed in accordance with Utility Damage Prevention Act.

S. **Question:** Has the current service provided any of the following services over the past 4 years and 10 months and if so, please provide quantity?

**Answer:** See the chart below.

<b>Pot Holing</b>	<b>No</b>
<b>Valve Box Clean-out</b>	<b>No</b>
<b>GPR</b>	<b>No</b>
<b>GPS Coordinate Locating</b>	<b>No</b>
<b>Subsurface Engineering</b>	<b>No</b>
<b>Placement of Electronic Marker</b>	<b>No</b>
<b>Location of Sewer Lateral</b>	<b>No</b>
<b>Vacuum Excavation</b>	<b>No</b>
<b>Private Property Locate</b>	<b>Yes</b>

END

Each Bidder/Proposer shall acknowledge receipt of this addendum by affixing his signature below, by noting this addendum on his Bid/Proposal Form, and by attaching this addendum to his Bid/Proposal. **Failure to acknowledge this addendum could be cause for bid/proposal rejection.**

**ACKNOWLEDGMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER / PROPOSER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



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**Addendum No. 3**

**Project:** KUB Utility Damage Prevention and Related Services  
**Control No:** 00998  
**Issued:** To all listed plan holders  
**Date:** November 3, 2017

This addendum forms a part of the Agreement described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

**1. The following are questions received prior to cut off along with their responses:**

S. **Question:** Has the current service provided any of the following services over the past 4 years and 10 months and if so, please provide quantity?

**Answer:** See the chart below.

<b>Pot Holing</b>	<b>No</b>
<b>Valve Box Clean-out</b>	<b>No</b>
<b>GPR</b>	<b>No</b>
<b>GPS Coordinate Locating</b>	<b>No</b>
<b>Subsurface Engineering</b>	<b>No</b>
<b>Placement of Electronic Marker</b>	<b>No</b>
<b>Location of Sewer Lateral</b>	<b>Yes</b>
<b>Vacuum Excavation</b>	<b>No</b>
<b>Private Property Locate</b>	<b>Yes</b>

**2. Clarification**

- **In reference to Addendum 2 - Question S:**  
Yes, the current service provider has always marked sewer laterals based on measurements from KUB's GIS mapping system (see red highlighted area in chart above).

END

Each Bidder/Proposer shall acknowledge receipt of this addendum by affixing his signature below, by noting this addendum on his Bid/Proposal Form, and by attaching this addendum to his Bid/Proposal. **Failure to acknowledge this addendum could be cause for bid/proposal rejection.**

**ACKNOWLEDGMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER / PROPOSER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



# GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

*As Modified and Supplemented by*

*The Knoxville Utilities Board using the*

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT  
(1996 Edition)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

**NOTE:** The STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (1996 Edition) prepared by the Engineers Joint Contract Documents Committee has been modified and supplemented by the Knoxville Utilities Board, the OWNER. The CONTRACTOR should review Section 00700 thoroughly prior to submission of a bid or proposal and prior to executing the Agreement with the OWNER for Work as described in the Bidding and Contract Documents.

Section 00700



**SECTION 00700**  
**GENERAL CONDITIONS**

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**ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

- 1.01 *Defined Terms*

Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. *Agreement*--The written instrument that is evidence of the agreement between OWNER and CONTRACTOR covering the Work. (Reference Section 00514 of the Project Manual)
3. *Application for Payment*--The form acceptable to OWNER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents, including but not limited to the statement listing subcontractors, suppliers, and other second-tier expenditures.
4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
8. *Bonds*--Performance and payment bonds and other instruments of security.
9. *Change Order*--A document recommended by OWNER, DESIGN ENGINEER or Resident Project Representative which when signed by CONTRACTOR and OWNER authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*— The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and OWNER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.01 in the case of Unit Price Work).

14. *Contract Times*--The number of calendar days or the dates stated in the Agreement to achieve Substantial Completion.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Drawings*--Part of the Contract Documents prepared or approved by DESIGN ENGINEER that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

17. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

18. *DESIGN ENGINEER*--The individual or entity named as such in the Agreement and the individual or entity responsible for design related matters associated with the Project.

19. *DESIGN ENGINEER's Consultant*--An individual or entity having a contract with DESIGN ENGINEER to furnish services as DESIGN ENGINEER's independent professional associate or consultant with respect to the Project.

20. *Field Order*--A written order issued by OWNER or by DESIGN ENGINEER or by Resident Project Representative on OWNER's behalf which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time. Additionally, Hazardous Waste shall also have the meaning provided by Tennessee Code Annotated § 68-212-101, et seq.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, orders, and consent decrees of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Normal Work Hours*—The hours between 7:00 AM and 5:00 PM, Monday through Friday unless otherwise approved by the OWNER. Work outside of these times must be scheduled through and approved by the OWNER.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed. The term "OWNER" shall mean the Knoxville Utilities Board, an independent agency of the City of Knoxville, a municipal corporation, acting through its duly authorized officers and employees.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *Personal Protective Equipment, (PPE)*—Industry standard recognized safety equipment that is worn by all individuals on site to provide personal protection from hazards encountered at the work site and to be worn in compliance with Contractor's required Job Hazard Analysis. KUB minimum required PPE consists of the appropriate class reflective vest standard for the type of work under contract, American National Standards Institute (ANSI) approved safety glasses with side shields, American National Standards Institute (ANSI) approved hard hat, and safety-toed boots which are over the ankle and a minimum of six inches high.

33. *PCBs*--Polychlorinated biphenyls.

34. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

35. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

36. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

37. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

38. *Resident Project Representative*--The authorized representative of OWNER who may be assigned to the Site or any part thereof.

39. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

40. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

41. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

42. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

43. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site. The term includes one who furnishes material worked to a special design according to the drawings and specifications of the Work, but does not include one who merely furnishes material not so worked.

44. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

46. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

47. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems, whether or not reflected in the Contract Documents.

48. *Unit Price Work*--Work to be paid for on the basis of unit prices.

49. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

50. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by OWNER, Resident Project Representative, or DESIGN ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

51. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.



1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms “as allowed,” “as approved,” or terms of like effect or import are used, or the adjectives “reasonable”, “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of OWNER, Resident Project Representative, or DESIGN ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to OWNER, Resident Project Representative and DESIGN ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word “day”, unless otherwise indicated in the Contract Documents, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.



ARTICLE 2 - PRELIMINARY MATTERS

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2.01 *Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

OWNER shall furnish to CONTRACTOR up to five copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction. The Contract Documents shall be signed by the parties in the quantity as specified by OWNER.

2.03 *Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the date indicated in the Notice to Proceed.

2.04 *Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run. CONTRACTOR shall notify the OWNER in writing seventy-two (72) hours before starting the Work at the Site. In case of temporary suspension of Work, CONTRACTOR shall give reasonable notice before resuming Work.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to OWNER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from OWNER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or DESIGN ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which OWNER or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5 herein and Section 00822 of the Contract Documents.

C. *Progress Schedule and Schedule of Values:* The CONTRACTOR shall submit a progress schedule and schedule of values, as follows:

1. *Progress Schedule.* The CONTRACTOR shall, within fourteen (14) days after receipt of the Notice to Proceed, prepare and submit to the OWNER for approval a practical schedule showing the order in which the CONTRACTOR proposes to carry on the Work, the date on which he will start the Work, and the contemplated dates for completing same. The schedule shall be in the form of a signed and dated progress chart of suitable scale to indicate appropriately the percentage of Work scheduled for completion at any time.

The CONTRACTOR shall enter on the chart the actual progress at the time he submits his request for partial payment and shall immediately deliver to the OWNER four (4) copies thereof. If the CONTRACTOR fails to submit a progress chart at the time herein prescribed, the OWNER may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule. If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the OWNER shall notify the CONTRACTOR and promptly thereafter the CONTRACTOR shall take such steps as may be necessary to improve his progress, and the OWNER may require him to increase the number of shifts or overtime operations, days at work, or the amount of construction planned, or all of these, and to submit for approval such supplementary schedules or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER. All work requirements outside of Normal Work Hours must be requested in writing to the OWNER. Failure of the CONTRACTOR to comply with requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the Work with such diligence as will ensure the completion within the time specified. Upon such determination a letter concerning default by the CONTRACTOR shall be forwarded to the surety company bonding the performance of the Work.

The progress schedule shall be such that it can be relied upon by the CONTRACTOR and others to coordinate testing, inspection, etc., and the sequence and interrelationship of other contracts, if any, affecting the project.

2. *Schedule of Values.* The CONTRACTOR must submit, within fourteen (14) days after receipt of the Notice to Proceed, to the OWNER a breakdown of the lump sum portion of this Contract, setting forth a unit value for each operation to be performed on the Schedule of Values to be submitted to OWNER in accordance with the Bidding Documents. The sum of the values of the operations shall equal the lump sum Contract price.

The CONTRACTOR shall also submit such other information relating to the unit prices, if the Contract Price is either entirely or partly made up of Unit Price Work, as may be required by the OWNER and shall revise the bid breakdown as directed by the OWNER. The breakdown will be used for checking the CONTRACTOR's applications for partial payment. The Schedule of Values submitted by the CONTRACTOR must contain at least the items requested by the OWNER.

#### 2.06 *Preconstruction Conference*

Within 10 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, OWNER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.C, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records. The CONTRACTOR must have building permits, traffic control plans, and any environmental permits prepared and approved prior to beginning the work.

#### 2.07 *Initial Acceptance of Schedules*

Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER, and others as appropriate will be held to review for acceptability to OWNER as provided below the schedules submitted in accordance with paragraph 2.05.C. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to OWNER.

1. The progress schedule will be acceptable to OWNER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on OWNER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore.





2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to OWNER and DESIGN ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to OWNER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by OWNER through the Resident Project Representative as provided in Article 9A of the Supplementary Conditions.

D. No oral agreement or conversation with any officer, agent, or employee of OWNER, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.

E. The CONTRACTOR has thoroughly reviewed: 1. the Specifications, Drawings and all other Contract Documents; 2. the Site; all surface and subsurface conditions which might have an effect on the Work; and 3. such other information about the Project and the Work as the CONTRACTOR deems necessary. Having made such reviews, subject only to the delays caused by OWNER, the CONTRACTOR shall deliver a fully completed Project at the Contract Price which is fully functional and ready for use by OWNER within the Contract Time.

F. Dimensions and other details shown on the Drawings suitable or unsuitable for a particular manufacturer are not to be construed as being restrictive. Any substitute material and/or equipment so offered for approval must be accompanied by complete and detailed specifications, data sheets, and performance record with fully dimensioned drawings. OWNER's decision concerning compliance with specifications will be final.

G. Neither party, nor its respective counsel, shall be deemed the drafter of the Agreement, and all provisions of the Agreement shall be construed in accordance with the fair meaning, and not strictly construed for or against either party.

#### 3.02 *Reference Standards*

##### *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.



2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or DESIGN ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, DESIGN ENGINEER, or any of DESIGN ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to OWNER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or DESIGN ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. The aforementioned notwithstanding, CONTRACTOR shall be solely responsible for coordination of all figures, dimensions, elevations, etc., required to properly install the Work and interface will all new and existing components of the Work.

B. *Resolving Discrepancies*

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: 1. Written Amendment; 2. Change Order; or 3. Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: 1. Field Order; 2. DESIGN ENGINEER's approval of a Shop Drawing or Sample; or 3. OWNER's written interpretation or clarification.

3.05 *Reuse of Documents*

CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under the direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing

the seal of DESIGN ENGINEER or DESIGN ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and DESIGN ENGINEER and specific written verification or adaptation by DESIGN ENGINEER. This prohibition will survive the final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining the executed Agreement, but all other sets of Contract Documents shall be returned to OWNER upon request at the completion of the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *CONTRACTOR's Responsibility.* It is each bidder's responsibility to ascertain all subsurface and physical conditions affecting the Work. NO ADJUSTMENT IN CONTRACT PRICE OR CONTRACT TIMES SHALL BE AWARDED IN CONNECTION WITH SUCH SUBSURFACE AND PHYSICAL CONDITIONS OF THE SITE

B. *Reports and drawings:* The Supplementary Conditions identify:

1. those reports, if any, of explorations and tests of subsurface conditions at or contiguous to the Site that DESIGN ENGINEER has used in preparing the Contract Documents; and

2. those drawings, if any, of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that DESIGN ENGINEER has used in preparing the Contract Documents.

C. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, DESIGN ENGINEER, or any of DESIGN ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or



2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.02.B. & C. is materially inaccurate, then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER in writing about such condition. OWNER may forward such notification to DESIGN ENGINEER for review. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *DESIGN ENGINEER's Review:* After receipt of written notice if supplied by OWNER in accordance with paragraph 4.03.A, DESIGN ENGINEER will promptly review the pertinent condition, determine the desirability of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing of DESIGN ENGINEER's recommendations.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet the qualification described in paragraph 4.03.A; and

b. with respect to Work, if any, that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.01.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment (see paragraph 4.02.A); or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor. However, OWNER, DESIGN ENGINEER, and DESIGN ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or DESIGN ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and DESIGN ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
  - a. reviewing and checking all such information and data,
  - b. locating all Underground Facilities,
  - c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction,
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work, and
  - e. any such repairs shall be expedited in order to reduce the impact caused to OWNER or others.

#### 4.05 *Reference Points*

At its sole option, OWNER may provide engineering surveys to establish reference points for construction to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to Resident Project Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the DESIGN ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, DESIGN ENGINEER or any of DESIGN ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or



3. any CONTRACTOR interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with DESIGN ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. The Contract Times will be extended for an amount of time equal to the period between when OWNER receives notice of a hazardous condition from the CONTRACTOR and the notice delivered by OWNER to CONTRACTOR to resume work.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work.

G. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, DESIGN ENGINEER, DESIGN ENGINEER’s Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.G shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual’s or entity’s sole negligence.

H. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR’s obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding



Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Bonds of Surety must be approved by OWNER. Insurance policies must be issued by an insurance company with a minimum Best’s rating of A-, vii.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain.

B. Failure of OWNER to demand such certificates or other evidence of full compliance with these insurance requirements or failure of OWNER to identify a deficiency from evidence provided shall not be construed as a waiver of CONTRACTOR’s obligation to maintain such insurance.

C. By requiring such insurance and insurance limits herein, OWNER does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities granted to OWNER in the Contract Documents.

5.04 *CONTRACTOR’s Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR’s performance of the Work and CONTRACTOR’s other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages arising out of bodily injury, occupational sickness or disease, or death of CONTRACTOR’s employees;
3. claims for damages arising out of bodily injury, sickness or disease, or death of any person other than CONTRACTOR’s employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;



5. claims for damages arising out of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages arising out of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER and, if identified elsewhere in the Contract Documents, DESIGN ENGINEER, DESIGN ENGINEER's Consultants, and any other individuals or entities, all of whom, if required in the Supplemental Conditions, shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in Section 0822 of the Contract Documents or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 4.06(G), 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two (2) years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and two (2) years thereafter).

8. comply with all other insurance requirements for this Project as set forth in Section 00822 of the Contract Documents.

#### 5.05 *Partial Utilization, Acknowledgment of Property Insurer*

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to the insurance requirements as set forth in Section 00822 of the Contract Documents have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or DESIGN ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and DESIGN ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during Normal Work Hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent given after prior written request to Resident Project Representative. No matter when the Work is performed, CONTRACTOR shall fully comply with all local, state and federal laws, regulations, and ordinances.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.05 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to the Resident Project Representative for acceptance (to the extent indicated in paragraph 2.05) proposed adjustments in the progress schedule that will not result in changing the Contract



Times. Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to OWNER for review by DESIGN ENGINEER under the circumstances described below.

1. *"Or-Equal" Items:* If in DESIGN ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by DESIGN ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in DESIGN ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment DESIGN ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in DESIGN ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow DESIGN ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. DESIGN ENGINEER will not accept requests for review of proposed substitute items of material or equipment from anyone other than CONTRACTOR through OWNER.

c. The procedure for review by DESIGN ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as OWNER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to OWNER, who in turn will provide such written application to DESIGN ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract

Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by DESIGN ENGINEER in evaluating the proposed substitute item. DESIGN ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by DESIGN ENGINEER. CONTRACTOR shall submit sufficient information to allow DESIGN ENGINEER, in DESIGN ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by DESIGN ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *DESIGN ENGINEER's Evaluation:* DESIGN ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. DESIGN ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until DESIGN ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." OWNER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *DESIGN ENGINEER's Cost Reimbursement:* DESIGN ENGINEER will record time required by DESIGN ENGINEER and DESIGN ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not DESIGN ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of DESIGN ENGINEER and DESIGN ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. The CONTRACTOR whose bid is successful, and any other contractor submitting a bid who is so requested shall within 5 days after the Bids are opened submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. The OWNER who after due investigation has reasonable objection to any proposed Subcontractor,



Supplier, other person or organization, may before the Notice of Award is given request the apparent successful bidder to submit an acceptable substitute, without an increase in Bid price.

1. If the apparent successful bidder declines to make any such substitution, OWNER may award the contract to the next lowest qualified bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any bidder. Any Subcontractor, Supplier and other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of acceptance after the Effective Date of the Agreement as provided elsewhere in the Contract Documents.

2. No acceptance by OWNER of any Subcontractor, Supplier or other persons or organizations shall constitute a waiver of any right of OWNER to reject defective work.

C. CONTRACTOR shall be fully responsible to OWNER and DESIGN ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or DESIGN ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or DESIGN ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with OWNER, DESIGN ENGINEER or Resident Project Representative through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and DESIGN ENGINEER.

#### 6.07 *Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or DESIGN ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, DESIGN ENGINEER, DESIGN ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other



professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER, Resident Project Representative nor DESIGN ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work that it is contrary to Laws or Regulations, or which causes OWNER to violate Laws or Regulations, CONTRACTOR shall bear all fines, penalties (stipulated or otherwise), claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor.

6.10 *Taxes*

Unless otherwise provided in the Contract Documents, CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. It is the CONTRACTOR's responsibility to determine the extent of liability for and to pay any sales or uses taxes required to be paid on any materials supplied by either the OWNER or the CONTRACTOR in connection with the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.



2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, DESIGN ENGINEER, DESIGN ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, DESIGN ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and daily disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to DESIGN ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to OWNER.

#### 6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

The presence on Site of OWNER, DESIGN ENGINEER and/or the Resident Project Representative in no way relieves CONTRACTOR of CONTRACTOR's safety obligations. In accordance with generally accepted

construction practices, the CONTRACTOR will be solely and completely responsible for safety conditions at the Site, including but not limited to the safety of all persons and property during performance of the Work. This requirement will apply continuously throughout the performance of the Work and is not be limited to normal working hours.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards and shall comply with all mandatory PPE requirements for such safety and protection. Applicable Laws and Regulations governing the work include but are not limited to OHSA, TOSHA, NEC, ANSI, and NFPA. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the sole acts or omissions of OWNER or DESIGN ENGINEER or DESIGN ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and OWNER has issued a notice to CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. CONTRACTOR shall comply with OWNER's separate requirement to have all persons on the work site wear at least a minimum of Personal Protective Equipment (PPE) conforming to the requirements listed in section (6.13.C.1) at all times and CONTRACTOR shall meet all PPE requirements listed in this section (6.13.C)

1. Minimum Required PPE (PPE): Minimum required PPE consists of the appropriate class reflective vest standard for the type of work under contract, American National Standards Institute (ANSI) approved safety glasses with side shields, American National Standards Institute (ANSI) approved hard hat and safety-toed boots which are over the ankle and a minimum of six inches high.. In cases of conflict PPE required by regulatory agencies shall prevail otherwise Minimum required PPE shall be worn at all times.

2. Alternate or Additional PPE: Contractor shall perform a Job Hazard Analysis for each task of the contracted project. Contractor shall present a copy of the Job Hazard Analysis to OWNER for review or approval upon request. Contractor shall ensure all alternate or additional PPE identified in the Job Hazard Analysis is used as required and meets all of the conditions specified in Sections 6.13.B and 6.13.C.

3. Required use of PPE: The minimum PPE requirement extends to all work site personnel including but not limited to Contractor's workforce, supervision, suppliers, vendors, inspectors, truck drivers, equipment operators, rental company employees, guests, and subcontractors and any other personnel associated with the work who are present at the work site, and who are outside of an enclosed equipment cab, enclosed vehicle cab, office trailer, toilet facility, or other designated area (6.13.C.4) which is not considered part of the work itself. Contractor shall direct all non essential personnel and the general public to remain outside of the areas of the work site where work is in progress at all times.

4. Contractor may, at Contractor's discretion, designate and cordon off or otherwise clearly mark parking areas, break areas, and other non work areas within the work site where PPE is not required. Such areas shall have unobstructed access for entry and exit of the worksite and be clear of the work in progress. The work in progress includes but is not limited to any area where work is partially complete, work has started, work is not finished, restoration is not finished, material storage and laydown areas, staging areas, and equipment.



5. Contractor Requirement to Stop Work: Contractor shall not allow work to continue if PPE is not available and not used by all persons associated with the work.

6. Authority of Owner to Stop Work and Clear the Work Site: Owner shall have the authority to enforce Contractor's use of KUB required PPE up to and including Owner or Owner's representative(s) authority to stop work and require Contractor's on-site supervision to require Contractor's workforce, supervision, suppliers, vendors, inspectors, truck drivers, equipment operators, rental company employees, guests, or subcontractors to don required PPE before resuming work. Failure of Contractor to comply with the PPE requirement shall be considered a breach of contract. Contractor shall not be allowed additional work days, monetary compensation, or time for completion of the project resulting from work stoppage due to inadequate PPE.

7. Maintenance of PPE: Contractor shall ensure that all PPE whether supplied by Contractor or supplied by others, being used on the work site meets all industry standard requirements and is in good working order at all times. PPE used by persons on the work site shall have no functional defects. PPE requiring calibration, testing, or certification shall have copies of the latest such calibration, testing, or certification available on site and such calibration, testing, or certification shall not be expired. Owner shall not be responsible for supplying PPE to Contractor.

8. Use as Designed: All PPE shall be used as designed. No part or parts of the PPE shall be altered or defeated in use. PPE shall be properly sized, fitted, and adjusted for each person.

#### 6.14 *Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give OWNER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to OWNER who in turn will submit to DESIGN ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as DESIGN ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show DESIGN ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable DESIGN ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.



B. CONTRACTOR shall also submit Samples to OWNER for review and approval by DESIGN ENGINEER in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as DESIGN ENGINEER may require to enable DESIGN ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to DESIGN ENGINEER as required by paragraph 2.07, any related Work performed prior to DESIGN ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give OWNER for use by DESIGN ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to DESIGN ENGINEER for review and approval of each such variation.

E. *DESIGN ENGINEER's Review*

1. DESIGN ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to DESIGN ENGINEER. DESIGN ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. DESIGN ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.



3. DESIGN ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called OWNER's and DESIGN ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and DESIGN ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by DESIGN ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

*F. Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by DESIGN ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by DESIGN ENGINEER on previous submittals.

*6.18 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

*6.19 CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, DESIGN ENGINEER, and DESIGN ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by DESIGN ENGINEER or Resident Project Representative;
2. recommendation by Resident Project Representative or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by OWNER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by DESIGN ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, Resident Project Representative, DESIGN ENGINEER, DESIGN ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and all of the above from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or mediation or other dispute resolution costs) arising out of or relating to the performance of the Work, including but not limited to any failure of CONTRACTOR, its officers, agents, employees to observe local, state, and federal laws and regulations (including but not limited to Labor Laws and Minimum Wage Laws), provided that any such claim, cost, loss, or damage:

1. is attributable to actual or alleged bodily injury, sickness, disease, or death, or to injury to or destruction of tangible or intangible 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 CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any alleged negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations; provided such claim, loss, or damage is not due to the sole negligence of any such indemnified individual or entity.

B. In any and all claims against OWNER, Resident Project Representative, or DESIGN ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts of any kind.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of DESIGN ENGINEER and DESIGN ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them (except for Resident Project Representative who is serving as OWNER's representative on Site supplied by DESIGN ENGINEER or DESIGN ENGINEER's Consultants) arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

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7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of OWNER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to OWNER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Resident Project Representative.

8.02 *Furnish Data*

OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.03 *Pay Promptly When Due*



OWNER shall make payments to CONTRACTOR when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.04 *Lands and Easements; Reports and Tests*

OWNER's duties, if any, in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports, if any, of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by DESIGN ENGINEER in preparing the Contract Documents.

8.05 *Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 10.01.

8.06 *Inspections, Tests, and Approvals*

OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.

8.07 *Limitations on OWNER's Responsibilities*

The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.08 *Undisclosed Hazardous Environmental Condition*

OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.09 *Evidence of Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

**ARTICLE 9 – DESIGN ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *OWNER'S Representative*

When a third party entity is identified as DESIGN ENGINEER in the Agreement, such DESIGN ENGINEER will be OWNER's representative for design related matters during the construction period. The duties and responsibilities and the limitations of authority of DESIGN ENGINEER during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER.

9.02 *Visits to Site*

A. When requested by OWNER, DESIGN ENGINEER will make visits to the Site in order to observe the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on

information obtained during such visits and observations, DESIGN ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. DESIGN ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. DESIGN ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the design related matters as contained in the Contract Documents. On the basis of such visits and observations, DESIGN ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. DESIGN ENGINEER's visits and observations are subject to all the limitations on DESIGN ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of DESIGN ENGINEER's visits or observations of CONTRACTOR's Work DESIGN ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

If requested by OWNER, DESIGN ENGINEER will furnish a Resident Project Representative to assist OWNER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10. If OWNER designates another representative or agent as Resident Project Representative to represent OWNER at the Site who is not DESIGN ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

See Article 9A of the Supplemental Conditions setting forth the duties and responsibilities of the Resident Project Representative when designated by OWNER.

#### 9.04 *Clarifications and Interpretations*

DESIGN ENGINEER will issue to OWNER with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as OWNER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. OWNER will communicate to CONTRACTOR OWNER's written clarifications or interpretations after review of DESIGN ENGINEER's written clarifications or interpretations. Such written clarifications and interpretations from OWNER will be binding on CONTRACTOR.

#### 9.05 *Authorized Variations in Work*

Only after approval by OWNER, Resident Project Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on CONTRACTOR, who shall perform the Work involved promptly.

#### 9.06 *Rejecting Defective Work*

Resident Project Representative will have authority to disapprove or reject Work which Resident Project Representative believes to be defective, or that DESIGN ENGINEER or Resident Project Representative believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

DESIGN ENGINEER or Resident Project Representative will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings and Payments*

- A. In connection with DESIGN ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.
- B. In connection with DESIGN ENGINEER's responsibility as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

Resident Project Representative and OWNER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR, if Unit Price Work is applicable to this Project. Resident Project Representative will review with CONTRACTOR the preliminary determinations on such matters before OWNER renders a written decision thereon (by recommendation of an Application for Payment or otherwise). OWNER's written decision thereon will be final and binding (except as modified by OWNER to reflect changed factual conditions or more accurate data) upon CONTRACTOR.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

Resident Project Representative or, if requested by OWNER, DESIGN ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, if applicable to the Project, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred to OWNER in writing with a request for a formal decision.

9.10 *Limitations on DESIGN ENGINEER's Authority and Responsibilities*

A. Neither DESIGN ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by DESIGN ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by DESIGN ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by DESIGN ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. DESIGN ENGINEER and Resident Project Representative will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. DESIGN ENGINEER and Resident Project Representative will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. DESIGN ENGINEER and Resident Project Representative will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Resident Project Representative's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.



E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to DESIGN ENGINEER's Consultants, and assistants.

ARTICLE 10 - CHANGES IN THE WORK

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10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. Additional Work performed without authorization of a Change Order executed by the OWNER will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time.

C. OWNER shall execute appropriate Change Orders prepared by Resident Project Representative covering changes in the Work which are required by OWNER, or because of uncovering Work found not to be defective.

10.02 *Notification to Surety*

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 – UNIT PRICE WORK

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11.01 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by Resident Project Representative in conjunction with OWNER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment.





B. In connection with any proposal for a change in the Contract Price, the CONTRACTOR shall furnish a price breakdown, itemized as required by OWNER. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the Change Order, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown. The proposal shall include a breakdown of all costs on behalf of the CONTRACTOR and his subcontractors and suppliers for all costs and markup directly or indirectly attributable to the change(s) ordered, for all delays related thereto, and for performance of the change within the time frame stated. In addition, if the proposal includes a time extension request, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified to the OWNER. The OWNER may accept or reject the proposal or may negotiate a different price with the CONTRACTOR. Any change in the Contract Price must be in writing and must be signed by the OWNER and CONTRACTOR.

12.02 *Change of Contract Times*

The Contract Times may only be changed by a Change Order or by a Written Amendment. All times stated in the Contract Documents are of the essence of the Agreement.

12.03 *Delays Within CONTRACTOR's Control*

The Contract Times will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.04 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. CONTRACTOR must request a time extension in writing within seven calendar days of such cause for delay.

B. Normal weather conditions for the season in which the Work is being performed and the existence of known or unknown underground facilities are not a basis for an extension of Contract Time. In computing claims for delays as a result of weather, only abnormal conditions will justify a delay. Computation shall be made as follows:

1. Baseline Data: The following number of days for each month is the agreed upon averaged number of days for normal weather events for the greater Knoxville, TN area. Freeze days are days where the daily high temperature does not exceed 32 deg F. Rain days are days where the daily rainfall is greater than 0.03 inches. Snowfall is to be converted to liquid precipitation. The following number of days for each month represent standard normal weather conditions for that month:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Freeze	4	1	0	0	0	0	0	0	0	0	1	2
Rain	10	9	12	9	10	10	9	7	7	6	9	10

2. Definition for the time period of a Day: Weather event days start at 00:00 and end at 24:00 Eastern Standard Time or Eastern Standard Daylight Savings Time as applicable .

3. Allowable Work Days: Allowable work days are Monday through Friday excluding holidays plus any other days that are requested by Contractor and approved by OWNER plus any other days required by contract.



4. Actual Normal Weather Days: Actual normal weather days are the Baseline Data Days divided by the number of Calendar Days in the month and multiplied by the Allowable Work Days. Round the result up to the nearest full day.

5. For rain or snow days, subtract the Actual Normal Weather Days from the number of days on which at least 0.1 inches of rain or snow (Liquid Measure) was reported for that month. A positive result indicates the number of weather delay days Contractor may request OWNER to add to the contract term. Requests must be made in accordance with 12.04.A

6. For freeze days, subtract the Actual Normal Weather Days from the number of days on which the daily high temperature was reported to be 32 degrees F or less. A positive result indicates the number of weather delay days Contractor may request OWNER to add to the contract term. Requests must be made in accordance with 12.04.A

7. In the event any given rain/snow day also qualifies as a freeze day then Contractor shall not make a claim for two weather days. Coincident weather days shall be counted as one weather day.

8. For the purpose of determining temperatures and quantities of snow and of rain, records from The National Weather Service, McGhee Tyson AP, shall control.

9. Partial Contract Months: For partial months whereby the contract term does not span the entire month, the Actual Normal Weather Days (12.04.B.4) shall be further reduced by dividing by the number of Calendar days in the month and multiplying by the number of Calendar days in the contract for that month.

#### 12.05 *Delay Damages*

A. In no event shall OWNER or DESIGN ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

### ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

#### 13.01 *Notice of Defects*

Prompt notice of all defective Work of which OWNER or DESIGN ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

#### 13.02 *Access to Work*

OWNER, DESIGN ENGINEER, DESIGN ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access



to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

A. CONTRACTOR shall give Resident Project Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish OWNER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and DESIGN ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of Resident Project Representative, it must, if requested by OWNER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given Resident Project Representative timely notice of CONTRACTOR's intention to cover the same and Resident Project Representative has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

A. If any Work is covered prior to observation by the OWNER, it must, if requested by OWNER, be uncovered for Resident Project Representative's observation and replaced at CONTRACTOR's expense.

B. If OWNER considers it necessary or advisable that covered Work be observed by DESIGN ENGINEER or inspected or tested by others, CONTRACTOR, at OWNER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as OWNER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER

may make a Claim therefor. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor.

13.05 *OWNER May Stop the Work*

If the Work is defective, or CONTRACTOR fails, in the sole opinion of the OWNER, to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Resident Project Representative or OWNER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.



D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to Resident Project Representative's recommendation of final payment) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by Resident Project Representative as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to Resident Project Representative's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from OWNER to correct defective Work or to remove and replace rejected Work as required by Resident Project Representative in accordance with paragraph 13.06 or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and DESIGN ENGINEER and DESIGN ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

The schedule of values established as provided in paragraph 2.05.C.2. will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to OWNER. Progress payments on account of Unit Price Work, when applicable to the Project, will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 10 days before the date established in the Agreement for each progress payment (but not more often than once a month), CONTRACTOR shall submit to Resident Project Representative for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents, including a statement of subcontractors, suppliers, and other second-tier expenditures.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

B. *Review of Applications*

1. The OWNER or his Resident Project Representative will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment or return the Application to CONTRACTOR indicating in writing the reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. The OWNER will check the CONTRACTOR's estimate, and the OWNER will make payment to the CONTRACTOR if it approves such Application for Payment and retain only such amounts as may be justified by specific circumstances and provisions of the Contract Documents. The completed work less previous payments will determine the amount due. Payment terms for this Agreement will be **NET 30 DAYS** from the date of approval by OWNER of CONTRACTOR's Application for Payment, no exceptions. Retained amounts shall be limited to the following:

a. Withholding of not more than 5% of the payment claimed until the Work is substantially complete;

b. When the Work is substantially complete (operational or beneficial occupancy), the withheld amount may at the OWNER's discretion be reduced below 5%.

3. By recommending any such payment Resident Project Representative will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Resident Project Representative in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither Resident Project Representative's review of CONTRACTOR's Work for the purposes of recommending payments nor Resident Project Representative's recommendation of any payment, including final payment, will impose responsibility on Resident Project Representative to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on Resident Project Representative to make any examination to ascertain how or for what purposes



CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. Resident Project Representative may refuse to recommend the whole or any part of any payment if, in Resident Project Representative's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. Resident Project Representative may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Resident Project Representative's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. Resident Project Representative has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by Resident Project Representative because:

- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling OWNER to a set-off against the amount recommended; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by Resident Project Representative, OWNER must give CONTRACTOR immediate written notice (with a copy to Resident Project Representative) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld.

OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

14.03 *CONTRACTOR's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, Resident Project Representative, CONTRACTOR, and, if requested by OWNER, DESIGN ENGINEER shall make an inspection of the Work to determine the status of completion. If OWNER does not consider the Work substantially complete, OWNER will notify CONTRACTOR in writing giving the reasons therefor. If OWNER considers the Work substantially complete, OWNER will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. At the time of delivery of the tentative certificate of Substantial Completion OWNER will deliver to CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER that such part of the Work is substantially complete and request OWNER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request OWNER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, Resident Project Representative, CONTRACTOR, and, when requested by OWNER, DESIGN ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If OWNER does not consider that part of the Work to be substantially complete, OWNER will notify CONTRACTOR in writing giving the reasons therefor. If OWNER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Section 00822 of the Contract Documents regarding CONTRACTOR's supplying property insurance.

#### 14.06 *Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, OWNER, Resident Project Representative, CONTRACTOR and, when requested by OWNER, DESIGN ENGINEER will promptly make a final inspection and OWNER will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*



*A. Application for Payment*

1. After CONTRACTOR has, in the opinion of OWNER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7 and the statement of subcontractors, suppliers, and other second-tier expenditures as required in paragraph 14.02(A)(1); (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

*B. Review of Application and Acceptance*

1. If, on the basis of Resident Project Representative's observation of the Work during construction and final inspection, and OWNER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, OWNER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, OWNER will process the Application for Payment. At the same time OWNER will also give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, OWNER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due*

1. Thirty days after approval by OWNER of the final Application for Payment and accompanying documentation, the amount recommended by Resident Project Representative will become due and, when due, will be paid by OWNER to CONTRACTOR.

*14.08 Final Completion Delayed*

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to OWNER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

*14.09 Waiver of Claims*



The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

14.10 *Right to Audit*

The OWNER reserves the right to review, on demand and without notice, all records associated with the Contract of which payments are based to include, but not be limited to: accounting records, salaries, records of time, material invoices, subcontractor invoices, other records of actual expenses incurred; computer hard drives, tape backups and other storage devices; and official correspondence related to the Contract. Records subject to audit may also include those records necessary to evaluate and verify direct and indirect costs (including but not limited to overhead allocations) as they may apply to costs associated with the Work. To substantiate all Application for Payment amounts, CONTRACTOR shall maintain such records in accordance with generally accepted accounting principles and practices for 5 years following the final payment made under this Contract or all pending matters are closed, whichever is later. OWNER or their designee may examine the records during normal business hours for the purpose of conducting audits and examinations and making copies, excerpts and transcripts to the extent required to verify the cost incurred for the completion of the Work.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of Resident Project Representative and DESIGN ENGINEER; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools,

appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed as to their reasonableness and, when so approved by OWNER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

#### 15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or OWNER fails to act on any Application for Payment within 30 days after it is approved, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if OWNER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally approved by OWNER, CONTRACTOR may, seven days after written notice to OWNER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim for an adjustment in Contract Price or Contract Times



or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

15.05 *Removal of Equipment.* In the case of termination of this Agreement for any cause whatsoever before completion, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of CONTRACTOR's equipment and supplies from the property of OWNER and the Site, failing which OWNER shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

#### ARTICLE 16 - DISPUTE RESOLUTION

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##### 16.01 *Methods and Procedures*

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

#### ARTICLE 17 - MISCELLANEOUS

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##### 17.01 *Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, or by a recognized package delivery service (FedEx, UPS, Airborne Express) to the last business address known to the giver of the notice. Faxed notice is recognized if the party transmitting the notice maintains a fax confirmation receipt and follows up such faxed notice with a notice delivered by the aforementioned means.

##### 17.02 *Computation of Times*

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

##### 17.03 *Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

##### 17.04 *Survival of Obligations*



All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

This Contract is to be governed by the law of the State of Tennessee.

END OF SECTION



**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS**

**ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;**

**REFERENCE POINTS**

Paragraph 4.02.B. *Subsurface and Physical Conditions: Reports and Drawings.* Those Reports of explorations and tests of subsurface conditions at or contiguous to the Site and those Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site used in preparing the Contract Documents are as follows:

**None Applicable**

Paragraph 4.06.A. *Hazardous Environmental Condition at Site: Reports and Drawings.* Those Reports and Drawings relating to a Hazardous Environmental Condition identified at the Site that have been utilized in the preparation of the Contract Documents are as follows:

**None Applicable**

**ARTICLE 9A - RESIDENT PROJECT REPRESENTATIVE**

**9A.01 *Project Representation/General:*** Resident Project Representative (RPR) is the OWNER's employee or agent at the Site, who will act as directed by and under the supervision of the OWNER and will confer with the OWNER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the OWNER and CONTRACTOR, keeping the OWNER advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR.

**9A.02 *Duties and Responsibilities of RPR.*** The Resident Project Representative shall:

- A. *Schedules.*** Review the progress schedule, the schedule of Shop Drawings and sample submittals and schedule of values prepared by the CONTRACTOR; and consult with the OWNER concerning acceptability.
- B. *Conferences and Meetings.*** Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings and prepare and circulate copies of minutes thereof.

**C. *Liaison.***

1. Serve as the OWNER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent; and assist in understanding the intent of the Contract Documents; and assist the OWNER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
2. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.

**D. *Shop Drawings and Samples.***

1. Record date of receipt of Shop Drawings and samples. KUB at its sole discretion may assign this responsibility to the Design Engineer who will act as the OWNER's Agent in reviewing submittals.
2. Receive samples that are furnished at the Site by the CONTRACTOR, and notify the OWNER of availability of samples for examination.
3. Advise the OWNER and CONTRACTOR of the commencement of any work requiring a Shop Drawing or sample if the OWNER has not approved the submittal.

**E. *Review of Work, Rejection of Defective Work, Inspections, and Tests.***

1. Conduct on-site observations of the Work in progress to assist the OWNER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
2. Report to the OWNER whenever the RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents or has been damaged or does not meet the requirements of any inspections, test, or approval required to be made; and advise the OWNER of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
3. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof; and observe, record, and report to the OWNER appropriate details relative to the test procedures and start-ups.

4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections; and report to the OWNER.

**F. *Interpretation of Contract Documents.*** Report to the OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the OWNER.

**G. *Modifications.*** Consider and evaluate the CONTRACTOR's suggestions for modifications in the drawings or specifications and report with the RPR's recommendations to the OWNER. Transmit to the CONTRACTOR decisions as issued by the OWNER.

**H. *Records.***

1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Agreement, OWNER's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
2. Keep a diary or log book recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail, as in the case of observing test procedures; and send copies to the OWNER.
3. Record names, addresses and telephone number of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

**I. *Reports.***

1. Furnish the OWNER as required with periodic reports of the progress of the Work and of the CONTRACTOR's compliance with the approved progress schedule, schedule of Shop Drawings and sample submittals.
2. Consult with the OWNER in advance of scheduled major tests, inspections, or start of important phases of the work.



3. Draft proposed Change Orders and work directive changes, obtaining backup material from the CONTRACTOR and recommend to the OWNER Change Orders, Work Change Directives, and Field Orders.
4. Report immediately to the OWNER's safety representative upon the occurrence of any accident.

**J. *Payment Requests.*** Review Applications for Payment with the CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

**K. *Certificates, Maintenance and Operation Manuals.*** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the OWNER for review and forwarding to the OWNER prior to final payment for the Work.

**L. *Completion.***

1. Before the OWNER issues a Certificate of Substantial Completion, submit to the CONTRACTOR a list of items requiring completion or correction.
2. Conduct final inspection in the company of the OWNER and CONTRACTOR, and prepare a final list of items to be completed or corrected.
3. Observe that all items on final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

**9A.03 *Limitations of Authority.*** The RPR shall not:

- A.** Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the OWNER;
- B.** Exceed limitations of the OWNER's authority as set forth in the Contract Documents;
- C.** Undertake any of the responsibilities of the CONTRACTOR, Subcontractors, or the CONTRACTOR's superintendent;



- D.** Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents;
- E.** Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work;
- F.** Accept Shop Drawings or sample submittals from anyone other than the OWNER or the OWNER's appointed Representative;
- G.** Authorize the OWNER to occupy the project in whole or in part;
- H.** Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the OWNER.

END OF SECTION

[HOME](#)

## **SECTION 00822**

### **INSURANCE REQUIREMENTS**

- A. Before commencing the Work, the CONTRACTOR shall procure and maintain at CONTRACTOR'S own expense during the entire term of the Contract the following insurance:
1. Worker's Compensation and Employer's Liability for every worker employed in connection with the Work under the Contract and provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the CONTRACTOR's excess liability insurance carrier for the maintenance of coverage.
  2. Comprehensive or Commercial General Liability including insurance covering work under the Contract with total coverage limits as follows:  

The limits provided for Bodily Injury, Property Damage, Personal Injury arising out of Premises & Operations or Products & Completed Operations shall be \$1,000,000.00 per occurrence. Any aggregate limits will apply separately to this Work and be unimpaired at commencement of the Work. The following coverage shall also be provided:

    - (a) Standard contractual liability to cover the liability assumed by the CONTRACTOR under this contract.
    - (b) Broad Form Property Damage or equivalent including completed operations.
    - (c) Explosions, collapses and underground damage coverage.
    - (d) Watercraft Liability if the use of watercraft is contemplated in the performance of the Work under the Contract.
  3. Commercial and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by the Contractor in the performance of the Work with total coverage limits of \$1,000,000.00 Combined Single Limit to respond to bodily injury and/or property damage.
  4. Railroad Protective Liability insurance, RPL: Not Required.
  5. Pollution Liability Insurance: CONTRACTOR shall provide Pollution Liability Insurance for the Construction and/or Construction Subagreement, with limits not less than \$1,000,000.00 per occurrence. The required limits above are minimum limits and shall not be construed to limit Contractor's liability.
  6. If crane(s) are to be used the CONTRACTOR must have proof of CONTRACTOR Installation Floater.
  7. Special policy limits and coverage (if any) shall apply by attaching Schedule (A), "Schedule of Additional Insurance Requirements."

- B. The OWNER shall be named as an Additional insured as respects to Commercial General Liability, including products and completed operations, Business Automobile Liability and Umbrella Liability and all insurance policies required hereunder with the exception of Worker's Compensation. All policies shall be endorsed to waive subrogation against KUB. Limits of Liability contained in the Commercial General Liability, Business Automobile and Umbrella policies will be endorsed to apply on a primary and noncontributory basis. At all times the CONTRACTOR shall provide to the OWNER insurance certificates showing that all insurance policies required hereunder are in full force and effect. All insurance policies and certificates shall provide that no less than 30 days notice shall be given to OWNER before such policy can be cancelled or materially changed. Any "endeavor to" language will be deleted from the required insurance certificates.
- C. All insurance policies herein required of the CONTRACTOR shall be written by a company approved and authorized to do business in the State of Tennessee and shall be subject to a Bests' rating of not less than A-, vii. Unless otherwise approved by the OWNER in writing. All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by KUB in writing.

END OF SECTION



**SECTION 01120**

**KUB ADDRESSES & EMERGENCY PHONE NUMBERS**

KUB Main Office      524-2911, Fax 594-7667  
Mailing Address:      P.O. Box 59017, Knoxville, TN 37950-9017  
Shipping Address:    445 S. Gay St., Knoxville, TN 37902-1109

Emergency Telephone Numbers

Tennessee One-Call System (locate before digging)	1-800-351-1111
Utiliquest	769-2284
KUB Electric (repair, other problems)	558-2600
KUB Gas (repair, other problems)	558-2205
KUB Water & Waste Water (repair, other problems)	558-2114
KUB Streetlights & Private Lights (outage, repair)	558-2560
BellSouth Telecommunications (repair)	557-9000 ext. 9873
Brooks Fiber Communications (repair)	1-800-818-9500
Citizens Telecom (repair)	938-8383
Colonial Pipeline	865-755-0989
Comcast Cable TV (repair)	524-1840
CSX Railroad (locate, repair)	523-0263
East Tennessee Natural Gas (repair)	1-800-231-2800
Electrical Inspector - City of Knoxville	215-2998
Electrical Inspector - State of Tennessee	558-2509
Fire, Police, Sheriff, or State Patrol (emergency only)	911
First Utility (locate, repair)	966-9741
Hallsdale-Powell Utility (locate, repair)	922-7547
Knox-Chapman Utility (locate, repair)	577-4497
Knoxville City Traffic Signal (locate, repair)	544-5329
Luttrell-Blaine-Corryton Utility (locate, repair)	992-8611
Luttrell City Utility (locate, repair)	992-0870
Maynardville City Utility (locate, repair)	992-3821
Norfolk-Southern Railroad (locate, repair)	521-1401
Northeast Knox Utility (locate, repair)	688-4070
Plantation Pipe Line (repair)	1-800-510-5678
ProMark (KUB locate contractor)	694-4498
Sevier County Utilities (repair)	453-2887
Shady Grove Utility (locate, repair)	397-3790
TDS Telecom (locate, repair)	992-7526
West Knox Utility (locate, repair)	690-2521

END OF SECTION



## **SECTION 01400**

### **QUALITY CONTROL**

#### **PART 1. GENERAL**

##### **1.1 SUPERVISION OF WORK**

CONTRACTOR shall provide and maintain continually on the Site of the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Agreement, either personally or by a duly authorized superintendent or other representative. The superintendent or other representative of CONTRACTOR on the Work, and who has charge thereof, shall be fully authorized to act for CONTRACTOR and to receive whatever orders as may be given for the proper prosecution of the Work, or notice in correction therewith. Whenever CONTRACTOR is not present on any part of the Work where it may be desired to give directions, orders may be given by OWNER or its Resident Project Representative to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the Work in reference to which such orders are given.

##### **1.2 WORKMANSHIP**

CONTRACTOR shall employ only workmen who are competent to perform the Work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do first-class work. OWNER reserves the right to reject the use of persons who are not adequately trained and experienced.

#### **PART 2. PRODUCTS**

Not Used

#### **PART 3. EXECUTION**

Not Used

END OF SECTION



## **SECTION 01560**

### **WORK IN EASEMENTS AND RIGHTS-OF-WAYS**

#### **PART 1. GENERAL**

##### **1.1 DESCRIPTION**

CONTRACTOR shall take all steps reasonably necessary to insure an even and uninterrupted flow of traffic along main traffic arteries and rights-of ways.

OWNER (KUB) will provide all permanent easements and rights-of-way necessary for the performance of this contract. OWNER (KUB) shall also provide temporary construction easements and rights-of-way it deems necessary for Work performed under this Contract.

OWNER (KUB) will use due diligence in acquiring said easements and rights-of-way before construction work starts. However, should all or part of said easements and rights-of-ways not be obtained before construction begins, CONTRACTOR shall do no Work in those easements of rights-of-way before they are obtained. Copies of said easements shall be furnished to CONTRACTOR, but CONTRACTOR shall perform no excavations in the easements without the approval of KUB.

Should it be necessary or desirable for CONTRACTOR to use, occupy, or have access to property outside of the specified rights-of-way, CONTRACTOR shall make his own arrangements with the owner and tenant of such property and shall be solely responsible for any damages or claims resulting from his operations. CONTRACTOR shall repair or settle all such damage or claims at the full satisfaction of KUB and the owner and/or tenant of all property involved prior to final acceptance of the Work. If any such agreements are made by CONTRACTOR, the agreements must be made in writing with the owner and tenant of such property and KUB must be notified and provided with a copy of the executed document.

CONTRACTOR shall restore all surfaces, structures, underground construction, shrubs and fences within the easements and construction rights-of-way limits to a condition equal to or better than the original as soon as possible, and shall re-seed grass areas and re-sod all lawns that have been destroyed or damaged by the construction operations as soon as possible after the line has been laid.

CONTRACTOR shall keep clean-up (seeding/sodding) operations as close to active pipe laying as practical, generally following by less than 300 feet or as approved by OWNER (KUB).

For all damages to property which are not caused by the proper and careful execution of the Work, CONTRACTOR shall be responsible for all damage to surfaces, structures, underground construction, shrubs, trees, lawns, fences, crops and other property outside of the right-of-way limits and shall make satisfactory settlement for such damage directly with the property owner and tenant involved, as their interests in such damage may require. Damage claims will be resolved within thirty (30) days of notice of such claim. If not, KUB will arbitrate the claim and CONTRACTOR will be held liable for all cost related to the claim settlement and arbitration.

## PART 2. PRODUCTS

NOT USED

## PART 3. EXECUTION

### 3.1 CLEARING RIGHT-OF-WAY

No trees are to be damaged or cut without permission from KUB. All debris from clearing the right-of-way will be disposed of by CONTRACTOR. The right-of-way shall be cleared so that the spoil bank from the ditching operation shall not fall on any foreign matter that might become mixed with the excavated soil.

Removal or trimming of trees, shrubs, and vegetation beyond the limits of the easements and rights-of-way as secured by KUB will not be permitted. CONTRACTOR shall be solely responsible for all damages to trees, replaced by CONTRACTOR, or he shall make arrangements relative to the payment therefor, to the satisfaction of KUB of each tree, shrub, and vegetation and KUB and a record thereof filed with KUB.

END OF SECTION

[HOME](#)





**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

**PART 1. GENERAL**

This section covers the transportation, handling, storage, and substitution of materials and equipment.

**PART 2. PRODUCTS**

New material, machinery, components, equipment, fixtures, and systems shall be used in forming the work. This does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the work. Products may also include existing material or components required for reuse. Do not use materials and equipment removed from existing premises, except as specifically permitted by OWNER.

2.1 CONTRACTOR will furnish all materials for the work performed under this Agreement unless otherwise specifically indicated in the Contract Documents. CONTRACTOR shall furnish all other incidental material and all material as required for sitework construction, foundation construction, restoration of lawns, landscaping, pavement, curbs, sidewalks, etc., damaged or removed by CONTRACTOR during the performance of the Work.

2.2 When any CONTRACTOR vehicle assigned to do the Work leaves KUB grounds for any reason other than to travel to the Project site, all OWNER furnished material shall at the CONTRACTOR'S expense be unloaded before leaving and loaded upon return. Said OWNER furnished material shall be unloaded and stored at a location approved by the Manager of KUB Overhead Construction, or his representative.

2.3 Not Used.

**PART 3. EXECUTION**

**3.1 TRANSPORTATION AND HANDLING**

- A. Not Used.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

**3.2 STORAGE AND PROTECTION**



- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. Not used.
- C. Provide off-site storage and protection for materials. OWNER is not responsible for material storage or parking.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

### 3.3 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those standards or description.
- B. Products specified by naming one or more manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not named.
- D. For similar components, provide interchangeable components of the same manufacturer.

### 3.4 SUBSTITUTIONS

- A. OWNER will consider requests for substitutions only within 15 days after date of OWNER-CONTRACTOR Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of CONTRACTOR.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request constitutes a representation that CONTRACTOR:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.



3. Will coordinate installation and make changes to other work, which may be required for the work to be complete with no additional cost to OWNER.
  4. Waives claims for additional costs or time extension, which may subsequently become apparent.
  5. Will reimburse OWNER for review or redesign services associated with re-approval.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitutions Submittal Procedure
1. Submit three copies of request for Substitution for consideration in accordance with sections 00700 and 00800. Limit each request to one proposed substitution.
  2. Submit shop drawing, product data, and certified test results attesting to the proposed product equivalence.
  3. OWNER will notify CONTRACTOR, in writing, of decision to accept or reject request.

END OF SECTION

[HOME](#)



**SECTION 01725**  
**UNDERGROUND UTILITY DAMAGE PREVENTION ACT,**  
**PROTECTION OF UTILITIES**

**PART 1. GENERAL**

- 1.1 The CONTRACTOR represents and warrants that it is familiar with and will comply with the "Underground Utility Damage Prevention Act" (T.C.A. Section 65-31-101, et. seq., as amended) ("hereafter the UUDPA"). In addition to any other remedy available to the OWNER at law or pursuant to this Contract, the failure by the CONTRACTOR to follow the requirements of the UUDPA and subsequent amendments in all respects shall be cause for immediate termination for cause of the Contract by OWNER.
- 1.2 In addition to the requirements of the UUDPA, the CONTRACTOR acknowledges that the Work required by this Contract is, in general, in close proximity to underground utility and other facilities, and the CONTRACTOR shall at all times protect and preserve all existing properties, works and structures of the existing power and light distribution system, telephone, telegraph and other signal systems, gas, water, sewer and other overhead and underground lines of every kind and character. The CONTRACTOR is solely responsible for exercising due diligence to identify and protect underground utilities and other facilities during the course of the Work.
  - 1.2.1 Damages due to Dig-In or other actions by CONTRACTOR. CONTRACTOR shall be solely responsible for all damages to properties incurred during the performance of Work or any Work related event including, but not limited to, damages that appear at a later date as a result of the Work. The CONTRACTOR shall at his own expense make restitution for the damages to the satisfaction of the owner of any utility, which has been damaged by the CONTRACTOR, or its agents, employees or subcontractors. If in the course of performing the Work, CONTRACTOR negligence in preventing damage to underground facilities is evident, the CONTRACTOR shall pay additional monetary damages per event, including but not limited to, any and all costs associated with repairing the damaged underground facilities, workplace safety fines as assessed by TOSHA, and other fines as are imposed under state law. In addition, if the property damaged is that of the OWNER and the OWNER finds the CONTRACTOR, its agents, employees or subcontractors at fault, the CONTRACTOR will pay OWNER the cost of repairing its damaged facilities, including but not limited to the cost of repair, lost product, crew mobilization costs, and inspection costs. OWNER, without limiting its other rights pursuant to this Contract or law, reserves the right to withhold contract payment otherwise due to CONTRACTOR under this Contract, any amount necessary to satisfy CONTRACTOR's obligations to OWNER under this part. The OWNER also reserves the right to deduct any or all of the damage related costs from the contract retainage. In the event the remaining contract balance or contract



retainage does not have sufficient funds to cover the damage related costs, the OWNER shall take whatever additional means are necessary to collect payment in full from the CONTRACTOR.

1.2.2 Lost Product due to Dig-In or other actions by CONTRACTOR. As a result of a Dig-In by CONTRACTOR, CONTRACTOR shall be responsible for all lost product and costs associated with disruption of utility services to the properties incurred during the performance of Work or any Work related event including but not limited to loss of Natural Gas and loss of Potable Water. CONTRACTOR shall, at CONTRACTORS own expense, make restitution for the lost product to the satisfaction of the respective utility owners, which has been damaged by the CONTRACTOR, or its agents, employees or subcontractors.

1.2.3 Damage Reporting to KUB. All damages shall be documented and reported to KUB as follows using the KUB on line damage reporting process.

Contractor shall follow the damage notification procedures specified herein in the event Contractor incurs damage to KUB assets or facilities, other utility provider's assets or facilities, or third party property. Contractor shall notify KUB's System Operations department immediately (24/7, 365) when Contractor incurred damage occurs to KUB, or other utility providers or governmental agencies. KUB shall make its own repairs or coordinate the repairs at the expense of the Contractor in accordance with the terms and conditions of the contract. Contractor shall not self repair its damages to KUB assets or facilities or other utility provider's assets or facilities unless directed in writing by KUB.

Contractor is responsible for fully completing repairs of its damages to third party property in accordance with the terms and conditions of the contract.

Following any damage event, the Contractor is responsible for completing a Contractor Damage Report and submitting it to KUB by the end of the next business day.

For all Contractor responsible damages occurring while performing work for KUB, proceed in order as follows:

1. Classify the Damage as KUB, other utility provider, governmental agency OR Third Party.

1a. For damages to KUB or other utility provider or governmental agency, contact KUB's System Operations dispatcher immediately at (865) 558-2223 and then proceed to step 2.

1b. For third party damages proceed directly to step 2.

2. Prepare and Submit the Damage Report.

- 2a. Access KUB's website at [www.kub.org](http://www.kub.org) (must be full site, not mobile site)
- 2b. Click on the Procurement hyperlink at the top or bottom of the page.
- 2c. From the left hand menu, select and open the Contractor Damage Report form.
- 2d. Complete and submit the Contractor Damage Report form and include photographs of the damage.

3. Repair Third Party Damages. If the damage was to a third party, coordinate repairs with the affected party.

- 3a. If damage was to a water line proceed to step 4.
- 3b. For damages other than water lines, skip to step 5.

4. Third Party Water Line Repair Procedures. When repairing a third party water line the following steps, as a minimum, must be completed:

- Inspect the replacement materials to ensure integrity.
- Prevent contaminating material from entering the water line during storage, construction and repair.
- With the customer's permission, use an outside spigot, tap on the line, or internal plumbing that won't cause damage to other fixtures, to flush the line with disinfected water.
- Flushing the line will ensure water quality as well as remove air and discoloration.
- If the situation dictates that additional steps are necessary refer to KUB Specification 02516 Water Lines Disinfecting and Testing and KUB Specification 02519 Backflow and Cross Connections (available upon request) and work with the KUB project RPR or Inspector to ensure water quality is restored.

5. Damage Reporting Form Submittal. Electronic on line submittal is preferred. If the form cannot be submitted online, a hard copy with all required documentation must be submitted by the end of the next business day to KUB's Customer Support Department.

1.3 It shall be the CONTRACTOR's sole responsibility to insure it is in full compliance with the UUDPA before excavation begins.

1.3.1 Non-UUDPA Compliant Excavations. If a CONTRACTOR or Subcontractor is found to be performing excavations and does not have a valid one call ticket then OWNER shall take the following actions:

1. For the first instance occurring within the previous 12 months: CONTRACTOR (and Subcontractors as applicable) shall attend OWNER's sponsored training at CONTRACTOR's expense. Training may include a combination of classroom and field exercises up to but not to exceed 8 hours. CONTRACTOR and excavator shall

- attend the training. Training shall occur within 5 business days. It is the responsibility of the CONTRACTOR to schedule training with OWNER within 48 hours of the occurrence. Any person(s) absent from training shall provide notification to KUB and will be required to submit a physician's note, jury duty note, or equivalent documentation. It is the responsibility of the CONTRACTOR to reschedule training within 48 hours after notice of absence is provided. Failure to attend training, supply adequate notice and documentation, or reschedule training within the allotted time period will result in an automatic 2<sup>nd</sup> offense for the CONTRACTOR and excavator.
2. For the 2<sup>nd</sup> and subsequent instances occurring within the previous 12 months:
    - If the occurrence is the 2<sup>nd</sup> or greater by the CONTRACTOR then, at KUB's sole discretion, CONTRACTOR's bond shall be notified in regards to a serious non-performance issue. KUB reserves its rights without prejudice, to take any action that it is contractually allowed to do in its best interest.
    - If the occurrence is the 2<sup>nd</sup> or greater by the Subcontractor then, at KUB's sole discretion, Subcontractor shall be immediately removed from the project.
  3. Non-UUDPA Compliant excavations include but are not limited to:
    - Any excavation without a Tennessee One Call (TOC) ticket.
    - Any excavation with an expired Tennessee One Call (TOC) ticket.
    - Any excavation performed outside of the "Location Information (Remarks)" on a Tennessee One Call (TOC) ticket.
- 1.4 The OWNER (KUB) is not responsible for monetary or other damages or for delays in the CONTRACTOR's work resulting from "dig-ins" or damage to adjacent utilities or underground structures which occur because of no marks or miss marks of such adjacent utilities. The CONTRACTOR is solely responsible for filing a claim for any such damages with the entity responsible for the marking of such adjacent utilities. If such claim is denied and the locating entity has provided sufficient evidence that the utilities were marked to the best of their ability using the information provided and/or available to them, then the CONTRACTOR has no recourse for further claims of delay or damages. Furthermore the CONTRACTOR is solely responsible for exercising due diligence in the identification of and protection of said adjacent utilities during the course of the Work.
- 1.5 Any Contractor found in violation of this Section who fails to satisfy fines or damages levied pursuant to the Underground Utility Damage Prevention Act or fail to pay restitution of damages and/or assessments could be ineligible to bid on or be awarded future contracts with the OWNER.
- 1.6 In addition to any other remedy provided by the Contractor at law or pursuant to this Contract, the CONTRACTOR will indemnify, protect, and hold harmless the OWNER for any and all claims that may be made against the OWNER as a result of damages to utilities and other facilities by the CONTRACTOR, its agents, employees or subcontractors, specifically including but not limited to claims for costs to repair damaged utility and other facilities, and any fines or assessments by local, state, or federal authorities as a result of damage to utilities and other facilities.



PART 2. PRODUCTS, NOT USED  
PART 3. EXECUTION, NOT USED

END OF SECTION