

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 29, 2010

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Task Order No. 2 to Construction Master Service Agreement (MSA) No. 112842UA-1 with AT&T Corp. (R2009-0199) in the amount of \$1,932,326.53 providing for professional services, detention kiosks, detention furniture as well as inmate and public video conferencing units associated with the Video Visitation System (VVS).

Summary: The approved Jail Expansion Program includes the implementation of VVS to reduce; 1) overall operating costs and 2) security and contraband risks within the detention facilities. The heart of the VVS contemplated will include an automated scheduling component that will be visitor friendly and accessible on the Internet. The VVS project is being implemented in four (4) phases; the first two were approved by the Department Director with a cumulative value of less than \$200,000. On May 18, 2010, the Board approved Task Order No. 1 to the MSA which included the purchase, delivery and installation of the core server system at the Central Video Visitation Center. Task Order No. 2 to the MSA includes the furniture, inmate video stations, public video stations, remote monitoring modules, public scheduling kiosks and the control-interrupt components required to complete the VVS project. A liquidated damages provision applies to the work. Task Order No. 2 also includes the annual license fee, software and hardware support services (including upgrades) for three years after substantial completion. The term of Task Order No. 2 is through January 20, 2011. (FDO ESS) Countywide (JM)

Background and Justification: In April 2006, the Board approved the Jail Expansion Program to include a video visitation system to reduce overall operating costs and security and contraband risk within the detention system.

In February 2009, the Department Director approved an agreement with AT&T allowing for the design and development of the VVS. Subsequently, in December 2009, a change order was approved that provided for the services, software and hardware required to implement the test system. Most recently, in May 2010, the Board approved Task Order No.1 to the MSA providing for the delivery and installation of the core server system at the Central Video Visitation Center (CVVC) and the development of the communications bridge between the IMS and VVS. Now it is necessary to contract for the services, detention furniture and video stations required to implement the public and inmate video conference stations which will be installed at the CVVC (located adjacent to the Stockade) and the West Video Visitation Center (located adjacent to the West Detention Center).

Attachments:

- 1. Task Order No. 2
- 2. Budget Availability Statement

Recommended by: Army Wolf 6/15/10
Department Director Date

Approved by: JC Baker 6/25/10
for County Administrator Date

I. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>1,932,326.53</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u><u>1,932,326.53</u></u>	<u><u>-0</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 3053 Department 411 Unit 6362 Object 6502
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The one-time costs are funded through the Criminal Justice and Public Improvements Revenue Bonds, Series 2008. The operating costs associated with the annual license fee and software support services are included in the contract through January 2014, after which the costs will be borne by PBSO through their operating budget. The IG Fee applies to this Task Order.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

<p><u><i>[Signature]</i></u> 6/22/10 OFMB 6/21/10</p>	<p><u><i>[Signature]</i></u> 6/22/10 Contract Dev. and Control</p>
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B. Legal Sufficiency:

This item complies with current County policies.

[Signature] 6/23/10
Assistant County Attorney

C. Other Department Review:

**Pricing Schedule
AT&T Network Integration Change Request
Add Equipment Resale
("NI Pricing Schedule")**

Date: June 10, 2010
MA Reference No: 112842UA-1
eGBS Tracking ID: GBS50988-3
EM HRID - 6919822

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
Palm Beach County	AT&T	Name: Bill Daniel
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 2633 Vista Parkway City: West Palm Beach State / Province: FL Country: USA Domestic / Intl / Zip Code: 33411	One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 701 Northpoint Parkway Suite 400 City: West Palm Beach State / Province: FL Country: USA Domestic / Intl / Zip Code: 33407 Fax: 800-505-4552 Email: bd2488@att.com Sales/Branch Mgr: Erik Lindborg SCVP Name: Rusty Rhodes
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Audrey Wolf Title: Director Telephone: 561- 233-0204 Fax: Email: awolf@pbcgov.com	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Narendra Garg Address: 3A-4D05, 200 Laurel Av. City: Middletown State / Province: NJ Country: USA. Domestic / Intl / Zip Code: 07748 Telephone: 732-420-8464 Email: nkgarg@att.com HR ID - 6919822
CUSTOMER Billing Address		
Street Address: 2633 Vista Parkway City: West Palm Beach State / Province: FL Country: USA Domestic / Intl / Zip Code: 33411		

This AT&T Network Integration Pricing Schedule ("NI Pricing Schedule") Change Request Form ("Change Request") is an attachment to the contract identified above. The AT&T Network Integration Equipment and Services provided under this NI Pricing Schedule Change Request shall be governed by the Terms and Conditions contained herein and by the terms of the Agreement and additional NI Pricing Schedules as detailed herein. This NI Pricing Schedule Change Request is effective, and incorporated in and made part of the Agreement, on the latter of the dates when signed by both Customer and AT&T (the "Effective Date"). To the extent any terms set forth in this NI Pricing Schedule Change Request conflict with those of the Agreement or those of any previous NI Pricing Schedule or Statement of Work, the order of priority shall be with respect to the AT&T Network Integration Equipment Resale and Services provided hereunder: (1) this Change Request; (2) the Statement of Work attached to this Change Request; (3) the existing NI Pricing Schedule(s), and finally (4) the Agreement.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

Assistant County Attorney

Audrey Wolf

Director, Facilities Development & Operations *CP*

Pricing Schedule
AT&T Network Integration Change Request # GBS50988-2.3
Add Equipment Resale

Lisa Casey-Gutshall
(witness signature)

Lisa Casey-Gutshall
(witness name printed)

Larry D Gibson
(witness signature)

Larry D Gibson
(witness name printed)

CONTRACTOR

By: AT&T
(Corporate Name)

a Delaware corporation
(insert state of corporation)

By: *Eva P Smith*
(signatory)

EVA P. SMITH
(print signatory's name)

Lead - Customer Contracts
(print title)

6/10/10, 2010
(date of execution)

(Corporate Seal)

CHANGE REQUEST FORM

Change Request Number:	<u>GBS50988-3</u>
Type of Request:	Change Request to the original contract signed on March 19, 2009
Initiator (Company):	Palm Beach County, FL, a political subdivision of the State of Florida
Change Request Received by:	
Price Impact:	Customer to pay \$1,932,326.53
AT&T Additional Resources Required:	No

Task Description:
 The purpose of Change request #GBS50988-3 is the installation of conferencing furniture and deployment of Video Endpoints to complete the third phase (Phase 3) of the Palm Beach County Video Visitation Project.

Other information related to Change:

This additional Pricing Schedule specifically excludes any international resale of Equipment OR Services, and specifically excludes resale of CISCO equipment or services, including SmartNet maintenance services.

This additional Pricing Schedule is restricted to the subject matter of the attached SOW and cannot be used for any Equipment Purchases outside of the subject matter of the SOW.

This additional Pricing Schedule incorporates Customer's requirement:
 Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this RFP and any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price. Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

Impact of Change

Software and hardware and installation costs associated with the deployment of the above mentioned Phase 3B VVS Deployment.

STATEMENT OF WORK

VVS PHASE 3B – VIDEO VISITATION SYSTEM

1. SERVICES & PURCHASED EQUIPMENT

This Statement of Work ("SOW") states the terms and conditions for AT&T Services ("Services") and Purchased Equipment as detailed herein. This SOW is attached to the NI Pricing Schedule and is effective, and becomes part of the NI Pricing Schedule, on execution by the parties. AT&T may subcontract work to be performed under this SOW, but shall retain responsibility for all such work.

2. DEFINITIONS

"Purchased Equipment" means equipment sold under the SOW by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment. All other capitalized terms used but not defined in this SOW have the meaning given them in the Master Agreement.

3. ATTACHMENTS

In the event of an inconsistency among terms between this NI Pricing Schedule and the SOW, the terms of the SOW shall have priority.

4. INVOICING AND TAXES

Appendix 1 specifies the charges that Customer shall pay and the billing/invoicing procedures.

5. PURCHASED EQUIPMENT TERMS

A. The Purchased Equipment listed herein shall be ordered, and Customer shall be obligated to pay for, upon execution of the SOW and any changes to the listing of Purchase Equipment shall be submitted by Customer to AT&T in written format (as described herein). Information, terms and/or conditions, or other language contained in any other document(s) or pre-printed purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any term or condition in this NI Pricing Schedule or in the SOW is/are void.

B. Title and risk of loss to Purchased Equipment shall pass to Customer upon delivery to Customer's site. Customer shall be responsible for additional charges incurred, if any, for storage of Purchased Equipment following delivery to the Customer's site unless Customer provides secure storage facilities.

6. LICENSES AND THIRD PARTY MAINTENANCE

Purchased Equipment, software and maintenance resold to Customer hereunder may be subject to additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to such terms, requirements, and restrictions, and is deemed to have accepted them upon receipt of the Purchased Equipment or software, or on commencement of maintenance. For purposes of this SOW, "Services" does not include maintenance even if AT&T, as agent for a third party, facilitates the purchase of or invoices for such maintenance.

7. LIMITATION OF LIABILITY

For purposes of this SOW only, Limitations of Liability on AT&T Services shall be governed by the terms of the NI Pricing Schedule for Services dated March 19, 2009. Unless specified otherwise in an SOW, AT&T's obligation, if any, to defend or settle any claim against Customer and to pay all Damages that a court may award against Customer in any suit that alleges that the Video Visitation System infringes any patent, trademark, copyright or trade secret is limited to the extent of the Video Visitation Lab supplier's corresponding obligations, if any, to AT&T in respect of the relevant Video Visitation System.

8. PUBLIC CONSTRUCTION BOND AND FORM OF GUARANTEE

Prior to execution of a Contract, the Contractor shall furnish the following to the Department, on the forms provided by the Owner; 1) Public Construction Bond in the Amount of 100% of the Contract Price and 2) Guarantee.

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the Contract.

The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the contract amount. The Contractor, at the time of his execution of the contract, shall provide, with his Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under SS 31, U.S.C. 9304-9308.

The bond and guarantee shall be written on forms included in the Contract Documents provided by the Owner and the Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.

9. SCHEDULE FOR COMPLETION AND LIQUIDATED DAMAGES

The time limit for the Substantial Completion of all work under this Contract shall be 200 days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed. Time is of the essence. The Contractor agrees that it shall commence the Work to be performed under the contract on the date set by the County in its written notice to proceed, continuing the Work with diligence and shall substantially complete all Work under this contract in not more than 200 calendar days. Final completion shall be within 30 days of Substantial Completion date. The Contractor agrees that it will complete said separable portions Work in accordance with such date. Substantial Completion is defined in the Statement of Work. In the event of the occurrence of a Force Majeure, delays caused by County, or delays mutually agreed via Change Orders, any or all of which delay the critical path of the project, then the time for substantial completion may be equitably adjusted.

Should the Contractor (or in event of a default, its Surety) fail to achieve certification of Substantial Completion by the contractual end date, the County will suffer damages, the amount of which is difficult, if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is \$1,200 per day through the date of certification of Substantial Completion. In no event shall liquidated damages be assessed for any period in excess of two years after the contractually scheduled substantial completion date.

Should the Contractor (or in the event of a default, his Surety) fail to achieve Final Completion within thirty (30) days from the date of Substantial Completion, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day greater than thirty (30) beyond the date certified for Substantial Completion. The Liquidated Damages rate is \$600.00 per day.

Liquidated Damages due the County may be deducted from payments due the Contractor, or may be collected directly from the contractor or his surety or sureties. The liability of the Contractor and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of Contractor's default, from terminating the right of the Contractor to proceed as provided in the General Conditions.

10. ADDITIONAL TERMS

Those additional terms of Appendix 3 are incorporated into and made part of this Change Request. With respect to these additional terms, as well as throughout this Change Request, "Contractor" shall mean AT&T, and "Owner" shall mean Customer.

11. SCOPE OF WORK

11.1 Services

The purpose of Change request #GBS50988-3 is the installation of conferencing furniture and deployment of Video Endpoints to complete the third phase (Phase 3) of the Palm Beach County Video Visitation Project

11.2 Equipment Definitions

A. Enclosure:

The Standard enclosure is defined as a Stanley Visimate enclosure, which will contain the following equipment:

1. VCON HD600 video conferencing CODEC.
2. Viewsonic 17" VA703B, LCD display
3. Pelco C10CH-6 Camera with 13VD2.5-6 lens.
4. Microcomm, FDH-420; Volume control magnetic handset.

The Dual Handset Enclosure includes all of the standard enclosure equipment listed above along with the addition of a second Microcomm, FDH-420; volume control magnetic handset.

B. Spare Handsets

C. Volume Controlled Master Handsets

D. Public Scheduling Kiosks: Interior Public Scheduling Kiosk (IPS Kiosk) – VarTech Systems VTPC190V-JB. Fully enclosed wall mounted industrial computer with integrated 19" SXGA LCD monitor. This kiosk consists of:

- a. 19" SXGA LCD Display
- b. Intel Atom N270, 1.6 GHz Processor
- c. Resistive Touch Screen
- d. Intel Graphics Media Accelerator 950
- e. NEMA 4 Fully Sealed Enclosure
- f. 7 Sealed I/O Connections
- g. 320 GB SATA Fast Access Disk Drive
- h. Windows XP O/S

E. Furniture:

AVI-SPL will provide and install (2) two types of furniture:

Type A- Consists of a Norix CUBE60L-V: 60" wide privacy cubicles

Type B- Consist of a Norix CUBE36L-V: 36" wide privacy cubicles

F. Power Poles

AVI-SPL shall deliver six (6) power poles to Central Video Visitation Center within twenty-one (21) days of contract execution. County is responsible for installation of these power poles.

11.3 Pre-Fabrication

Prior to fabrication of the furniture and within twenty-one (21) days of contract execution, AT&T will conduct field work to verify all relevant measurements at the Central Video Visitation Center and the West Detention Center. AT&T shall notify Owner, within 24 hours of discovery, in writing and before proceeding with any fabrication work any site condition which the Contractor believes differs from the plans with respect to (1) latent physical conditions at the jobsite differing materially from those indicated in this Contract, or (2) unknown physical conditions at the jobsite, which conditions differ materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in this Contract. Owner will, as promptly as practicable, investigate such conditions and if it determines that such conditions materially so differ and cause an increase or decrease in Contractor's cost of or the time required for performance of any part of any work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. No claim of Contractor under this clause will be allowed unless contractor has given the required notice.

11.4 Installation

As soon as possible, but in no event later than seven (7) days prior to any equipment arriving at the Site, or any work commencing on the site; the Contractor shall attend a pre-construction/installation meeting with the County and the County's General Contractor (Moss) to coordinate various aspects of the Contractor's work.

Should Contract elect to store materials on-site, Contractor shall, at its expense, deliver, unload, store in a location to be identified and designated at the Pre-Construction/Installation meeting, and distribute to the areas of work all materials, plant, and equipment for the performance of the contract. The Owner's Construction Manager (Moss) will designate at the Pre-Construction Meeting and provide a clean secured location in the building for Contractor to store their equipment and furniture.

Contractor shall be responsible for an shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until completion and final acceptance of work under this Contract. Excluded from Contractor's responsibility is any loss or damage which results from the sole active negligence of the Owner or its representatives. Contractor shall so conduct its operation as not to damage any other property. If facilities are closed, obstructed, damaged or rendered unsafe by contractor's operations, Contractor shall, immediately notify the Owner who will, at the Contractor's expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Owner and/or its insurance representatives.

During the performance of this Contract, the Contractor agrees to; 1) take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft, or damage to its equipment, tools, furnishings, and any other property of Contractor related video visitation work, and 2) be responsible for following the rules and regulations as set forth in the attached Addendum 4 prepared by Moss Construction for the West County Detention Center, however, Addendum 4 shall not apply at the Central Video Visitation Facility.

During the performance of this Contract, the Contractor agrees: 1) to take all precautions and follow all procedures for the safety of, and shall provide all protection to, all persons, including without limitation, the Employees, agents, guests, and visitors of the Contractor, 2) comply with all applicable laws, ordinances, rules, regulation and orders of, including but not limited to Federal, State and local agencies, and 3) comply with the rules and regulation for safety as set forth in Addendum 5 prepared by the Owner's Construction Manager and dated November 12, 2004.

At all times, the Contractor shall carry on work and maintain his progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of an dispute. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and Owner. If the Owner determines that an unresolved dispute is threatening the overall project schedule, the Owner may, and Contractor acknowledges that Owner has the right to, issue a written Field Directive to the Contractor specifying specific work that the Contractor shall prosecute in the time frame set forth in the Field Directive. If the Contractor believes that he is owed monetary or schedule compensation for the scope contained in the Field Directive, he may submit to the Owner for consideration a Change Order. Regardless of whether the Contractor seeks a change order for compensation in a Field Directive, the Contractor shall prosecute the work in the time frames specified in the Field Directive.

The equipment and material furnished under this Contract may be subject to expediting by Owner. If at any time during the Work, the Owner desires to expedite the Work, the Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. The Owner shall be responsible for any additional costs to the Contractor associated with expedited work. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

The following will be installed:

A. Central Video Visitation Center (CVVC)

1. 38 Type B Cubicles as per architectural drawing
 - i. 38 Standard Enclosures
2. 60 Type A Cubicles as per architectural drawings
 - i. 60 Dual Handset Enclosures
3. 2 Standard Enclosures (Wall Mounted in Attorney Rooms)

B. West County Jail

1. West Video Visitation
 - i. 15 Type A Cubicles as per architectural drawings
 1. 15 Dual Handset Enclosures
 - ii. 1 Interior Public Scheduling Kiosk
2. West Detention Center
 - i. 63 Standard Enclosures
 - ii. 1 Standard Enclosure for Owner Furnished Mobile Station.
3. West Drug Farm
 - i. 7 Standard Enclosures

C. Main Judicial Center

1. 2 Standard enclosures

D. South County Courthouse

1. 1 Standard enclosure

E. North County Courthouse

1. 1 Standard enclosure

F. Existing Belle Glade Jail Lobby

1. 1 Standard Enclosure

11.5 Consulting & Training

- A. (2) 5 Day Blocks for Renovo Consulting Support & Administration Training (Must be used in 5 Day Blocks)
- B. (1) 3 Day Block for Renovo On-Site Scheduling, Administration &/or Train the Trainer Training

11.6 Palm Beach County Responsibilities

- A. Provide air conditioned room for rack at CVV w/ bondable ground
- B. Provide all network connections at end point locations and rack as defined in architectural drawings
- C. Provide power (AVI-SPL recommends conditioned power) at end point locations and rack as defined in architectural drawings
- D. Provide and install all endpoint anchors for jail side endpoints and two (2) wall mount units at CVVC
- E. Provide static IP addresses for all end points and servers
- F. Provide connection information for owner furnished components on AV-002:
 1. Observer PC (Component 8)
 2. Web Server (Public Registration) (Component 9)
 3. Email Server (Component 10)
 4. VVS Scheduling & Administration PC (Component 11)
 5. Video Viewer PC (Component 13)
 6. JMS Transfer Server
- G. Provide, setup and be responsible for escrow account for Renovo software

11.7 Warranties and Completion

Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the Contract shall be new, and where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with contraction practices acceptable to the Owner. If any material, equipment or workmanship is determined by Owner, either during performance of the work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner shall notify Contractor in writing that such material, equipment or work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Contract.

The Contractor warrants all equipment, materials, and labor furnished under this Contract regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from Owner of any defect in any such equipment, materials or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be re-designed, repaired or replaced by Contractor at a time and in a manner acceptable to Owner. Contractor warrants such re-designed, repaired or replaced work against defective design, materials and workmanship for the same period as the original warranty. If the Contractor shall fail to make the necessary redesign, repair, replacement and tests Owner may perform or cause to be performed the same at Contractor's expense. Contractor and its surety or sureties shall be liable for full performance of the warranties as set forth herein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this term.

A. VVS Phase 3 Warranties - Software:

Renovo Support and Upgrades is included for a period of thirty-six (36) months commencing upon the date of Substantial Completion and is renewable in twelve (12) month increments thereafter. In the event that the Owner assumes partial utilization of portions of the work prior to completion of all of the Work, the Warranty of that portion of the Work shall also extend from substantial completion of the Work, if and only if the Owner has exclusive use of the area and/or equipment. If the Owner does not have exclusive use of the area/equipment, the warranty period shall extend from substantial completion of the last portion of the Work.

B. Telephone Support

The Renovo Software support line number is 888-300-3862. Support is available 24x7x365, for Renovo support contract customers. During Renovo's normal business hours of 8 AM to 5 PM Central US Time, incoming calls are routed directly to Renovo support staff. Call queue times during normal business hours typically are between 1 and 5 minutes until live pickup of incoming calls, but can be longer during periods of heavy call activity. The Customer will also have the option of leaving a message for support agents if preferred. Outside Renovo's normal business hours, incoming calls are routed to Renovo's response center and on-call support staff are contacted to provide support. Response times will be 60 minutes or less, with a target response time of 15 minutes or less from time of receipt of Customer call.

C. Email Support

Support may also be contacted via email. Renovo's support email address is: support@renovosoftware.com. During normal business hours, support personnel will reply to email support requests in priority order based on the nature and/or severity of the requested support or issue. High priority issues are responded to with a target response of 15 minutes or less from receipt of email. Lower priority issues will be responded to during the same business day. Email requests received outside normal business hours will be responded to on the next business day.

D. Web Support

Customers with Renovo Software support contracts will be given access to Renovo's Web Portal support system, which allows customers to:

- Enter support requests directly into Renovo's call tracking system, immediately receiving a Case Number that can be used to track the request in Renovo's support system.
- Receive update notifications when Renovo enters information or changes the status of the support Case.
- View current and past cases for the customer's account.
- View current and past solutions for the customer's account.
- Search for relevant solutions based on key word and fuzzy word searches in Renovo's solutions database

E. VVS Phase 3 Warranties - Hardware:

1. **Hardware:** Hardware (other than HP Servers) warranty and support will be provided by AVI during normal business hours for three (3) years from substantial completion. In the event that the Owner assumes partial utilization of portions of the work prior to completion of all of the Work, the Warranty of that portion of the Work shall also extend from substantial completion of the Work, if and only if the Owner has exclusive use of the area and/or equipment. If the Owner does not have exclusive use of the area/equipment, the warranty period shall extend from substantial completion of the last portion of the Work.
2. **Returns:** All hardware returns will be made to or coordinated by AVI and its 24x7 support desk at 1-866-588-6857. There will be a 48-hour on-site response time for hardware other than servers. In addition to Renovo software acquired herein, County will receive the manufacturers' license for the VVS servers to utilize Windows Server 2003 R2 and Postgre SQL v. 8.3 which will be registered directly to County.
3. **HP Servers:** For a period of three (3) years, 4-Hour Onsite Response 24X7. For issues that cannot be resolved remotely an Authorized HP Services Representative arrives at the site within four (4) hours after call has been logged. Service is available around-the-clock every day including all holidays. HP Services returns covered hardware to operational condition, repairing or replacing components or entire units as necessary. Coverage includes all required parts and materials.
4. **Warranty Period:** Will begin upon date of Substantial Completion. Substantial Completion is defined as the completion of subparagraphs a through c below or subparagraph d below.
 - a. All endpoints installed in both the jail side and visitor side.
 - i. With the exception of any endpoints that could not be installed due to unreasonable construction delays, end user not being able to provide access, owner provided work not completed in a timely manner (i.e., Electrical, Network and Mounting Hardware installed) or loss/damage/theft caused by others.
 - b. All Servers up and communicating with County systems and all endpoints.
 - c. Completion of contractor testing.
 - i. All endpoints communicate to servers
 - ii. All endpoints communicate to each other.
 - iii. Server can import JMS file into database.
 - iv. Server can initiate Email notifications to County email server.
 - v. Server can initiate Auto-Dialer notifications.
 - vi. Verification that new visitors are capable of being added to the system.
 - vii. Verification that bar code scanner works for checking in visitors.
 - viii. Verification that housing rules and hours can be changed and maintained.
 - ix. Verification that inmate visits are changed automatically with inmate movements.
 - x. Public scheduling kiosks communications with the server are verified and operational.
 - xi. 75% of vendor provided training is completed.
 - d. County begins using the system for Live Inmate Visits.

APPENDIX 1 - PBC VVS PHASE 3B: SCHEDULE OF VALUES

#	Task Summary	Target Date	PBC Price	Notes
1	Project Planning and Engineering AT&T will provide project planning and engineering of the VVS System	07/15/2010	\$32,846.90	Engineering Services
2	Power Pole Delivery Within 21 days of contract execution AT&T will deliver power poles to the Central Video Visitation Center. PBC to install.	07/20/2010	\$6,300	Hardware
3	Network Integration Meeting (Pre-Installation) AT&T will coordinate with County ISS and PBSO-IT representatives to review networking requirements, define IP addressing and configuration requirements.	07/29/2010	\$ 35,618.90	Engineering Services
4	Central Video Visitation Center Furniture Installation	09/20/2010	\$ 290,020.51	Hardware
5	Central Video Visitation Center Enclosure Installation / Configuration	10/04/2010	\$ 751,954.72	Hardware
6	Testing As defined in SOW	10/05/2010	\$ 130,193.56	Management Services
7	Technical, Functional and Operational Review #1 AT&T will coordinate a meeting with the County to review all technical, functional and operational items associated with the Video Visitation System. AT&T will provide a written report with recommendations to resolve any and all outstanding issues	10/12/2010	\$ 132,935.14	Management Services
8	Training (3 Days) As defined in the SOW	10/06/2010	\$ 11,320.00	Management Services
9	West Detention Center Furniture Installation	11/30/2010	\$ 28,167.70	Hardware
10	West Detention Center Enclosure Installation / Configuration	12/06/2010	\$ 401,313.70	Hardware
11	West Video Visitation Public Kiosk Installation / Configuration	12/06/2010	\$2,351.10	Hardware
12	Testing As defined in SOW	12/9/2010	\$ 11,660.28	Management Services
13	Technical, Functional and Operational Review #2 AT&T will coordinate a meeting with the County to review all technical, functional and operational items associated with the Video Visitation System. AVI will provide a written report with recommendations to resolve any and all outstanding issues.	01/10/2010	\$ 11,660.28	Management Services
14	Training (2 Days) As defined in the SOW	12/13/2010	\$10,270.11	Management Services
15	Post Installation Review with the County The post installation review is used as a final close out of the project and to transition the project team from an installation project to customer support	01/17/2011	\$ 75,713.64	Management Services
		Total	\$ 1,932,326.53	

APPENDIX 2: PURCHASED EQUIPMENT ORDER LIST

ITEM	QTY	MFG	MODEL	TYPE	DESCRIPTION	PBC Unit Price	PBC Extended Price
KL-03	183	Renovo	VisManager ASU	MTC	Annual Support & Upgrades (24x7)	\$ 1,107.76	\$ 202,719.83
KL-04	2	Renovo	VisManager CON	Service	Consulting Support & Administration Training (Per 5 Day Week) (Must be Used in 5 Day Blocks)	\$ 10,668.10	\$ 21,336.21
KL-05	183	Renovo	VisManager OSCT	Service	On-Site Configuration and Testing - Hardware	\$ 162.36	\$ 29,711.21
KL-07	1	Renovo	VisManager ST	Service	On-Site Scheduling, Administration &/or Train the Trainer Training (Must be Used in (2) 3 Day Blocks)	\$ 12,837.64	\$ 12,837.64
KL-08	191	Renovo	VCON license	SW	VCON license	\$ 168.83	\$ 32,247.39
KL-13	183	Renovo	VisManager WBS	SW	Officer & Public Web-Based Scheduling	\$ 1,367.03	\$ 250,165.70
KL-18	4	Renovo	VisManager SVC	T&E	Implementation Services Travel & Expenses (Per Trip)	\$ 2,264.00	\$ 9,056.00
KL-19	114	AVI/Stanley	Custom	HW	Field Video Visitation Station #5a Single Magnetic Hook Handset (Microcomm FDH-420unit mounted volume control)	\$ 3,380.32	\$ 385,355.95
KL-20	75	AVI/Stanley	Custom	HW	Field Video Visitation Station #5a Double Magnetic Hook Handset (one volume control)	\$ 3,643.10	\$ 273,232.20
KL-52	30	AVI/Stanley	Custom	HW	(Spare) Volume Controlled Master Handset	\$ 537.51	\$ 16,125.18
KL-53	140	Renovo	VisManager F2F	SW	Face to Face License	\$ 602.40	\$ 84,336.21
KL-54	1	Renovo	VisManager USMSL	SW	Unlimited Scheduling & Monitoring Site License w/ Annual Support and Upgrades	\$ 63,303.41	\$ 63,303.41
KL-55	1	Renovo	VisManager Creole	SW	Unlimited Creole Public Scheduling Licenses w/ Annual Support and Upgrades	\$ 21,670.05	\$ 21,670.05
KL-56	1	Renovo	VisManager BM	SW	Billing Module (Free Module to PBC from Renovo)	\$ -	\$ -
KL-57	1	Renovo	VisManager WCM	SW	Warrant Check Module w/ Annual Support and Upgrades	\$ 4,780.26	\$ 4,780.26
KL-58	1	AVI/APC	SUVP30KF3B4S	HW	UPS for CVV Field Video Visitation Stations	\$ 29,388.55	\$ 29,388.55
KL-21	38	AVI/Norix	CUBE36L-V	HW	36" Norix Privacy Cubicle	\$ 1,781.58	\$ 67,700.21
KL-22	75	AVI/Norix	CUBE60L-V	HW	60" Norix Privacy Cubicle	\$ 1,958.10	\$ 146,857.26
KL-23	1	AVI/Norix	Installation	Service	Installation of 36", 60" & Mobile Cubicles per scope of work	\$ 39,408.87	\$ 39,408.87
KL-33	183	AVI/BTX	YD-PC6BLK5	HW	5' Black CAT-6 Patch Cords	\$ 7.04	\$ 1,288.36
KL-34	6	AVI/Wiremold	Vista Power Poles	HW	Power Pole for Data and Power at Cubicle Locations (Custom Black)	\$ 1,140.33	\$ 6,842.00
KL-36	1	AVI/Vartech	VTPC190V-JB	HW	Interior Scheduling Kiosks	\$ 6,283.06	\$ 6,283.06
KL-38	1	AVI	Misc	HW	Miscellaneous hardware, cable and connectors	\$ 732.60	\$ 732.60
KL-39	1	AVI	Extended Warranty	Service	Years 2 & 3 warranty for all equipment w/ exception of servers.	\$ 128,425.00	\$ 128,425.00
KL-40	10	AVI	Travel & Expenses	PT	Travel & Expenses	\$ 250.00	\$ 2,500.00
KL-41	1	AVI	G&A	Service	General & Administrative	\$ 773.87	\$ 773.87
KL-43	200	AVI	Labor	Service	Project Management	\$ 140.85	\$ 28,169.01
KL-44	20	AVI	Labor	Service	In House Fabrication	\$ 91.55	\$ 1,830.99
KL-45	200	AVI	Labor	Service	On-Site Installation	\$ 91.55	\$ 18,309.86
KL-46	10	AVI	Labor	Service	Consulting Services (5 Days, 40 Hours)	\$ 140.85	\$ 1,408.45
KL-47	20	AVI	Labor	Service	Clerical	\$ 64.94	\$ 1,298.70
KL-48	1	AVI	Shipping	PT	Shipping	\$ 16,483.52	\$ 16,483.52
KL-49	1	AVI	AVI Bond	PT	Bond	\$ 24,000.00	\$ 24,000.00
KL-49	1	ATT	AT&T Bond(1 Year)	PT	Bond	\$ 3,749.00	\$ 3,749.00
TOTAL PROJECT PRICE							\$ 1,932,326.53

APPENDIX 3 – ADDITIONAL TERMS

1. ACCESS TO WORK AREAS

Owner, and his duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner, his said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

Contractor's accesses to the site and storage areas shall be as shown on the plans and as designated by the Owner or shall be agreed upon in writing by Contractor and Owner. Access routes may also be used by County employees, the public and other contractors. No other access points shall be allowed unless approved by the Owner. All contractor traffic authorized to enter the site shall be experienced in the route or guided by contractor personnel. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of his construction traffic.

2. CONTRACTOR INGRESS AND EGRESS

Contractor's access to the work area will be permitted only through approaches which will be designated by Owner, and then only in such manner that contractor's traffic will not interfere with Owner's operations. Contractor shall, at all times, maintain free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

3. CONTRACTOR'S WORK AREA

All Contractor's work areas on the jobsite will be assigned by Owner. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned.

4. CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

Contractor shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract.

5. LABOR

Contractor shall employ only competent and skilled personnel to perform the work. Contractor shall, if requested to do so by Owner, remove from the jobsite any personnel of Contractor whom Owner determines unfit or acting or working in violation of any provision of this contract.

The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

6. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

- C. The Contractor will comply, in all respects, with any and all applicable Executive Orders regulating equal employment opportunities.
- D. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

7. CLEANING UP

Contractor shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the work, Contractor shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

APPENDIX 4 –



security
provisions-addendum

APPENDIX 5 –



Safety Plan for
ATT-addendum 5.pdf

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SECURITY PROVISIONS

Outside contractors who temporarily work on facility expansion and/or maintenance projects at Palm Beach County Jail Expansion Facilities should understand the regulations of the Institution for their own protection as well as the security of the facility. These guidelines are to be followed by contractors, subcontractors, and other "outside" agencies while working at the Correctional Facility.

- Orientation:
 - All individuals working on the project will attend a Moss Safety/Security orientation.
 - Individuals, after completion of orientation, will be issued a hard hat safety/security sticker.
 - Individuals, as well, will be issued parking tags which are to be displayed in their vehicle while parking on site. Vehicles not displaying this tag may be subject to removal and/or search at their own expense.

- Identification:
 - All individuals must hold a state issued identification, Drivers License or Individual Identification, displaying the current photograph of the individual.
 - All individuals working within existing buildings at the facility must fill out an I-9 form.
 - Subcontractor individuals must display an identification sticker on their hard hat. Moss & Associates individuals must display identification badges. This recognition must be visible at all times when within existing buildings.
 - Those individuals who will be working at the facility for an extended period of time will be issued a color coded identification card displaying their photo. These identification cards must be worn on the outside of clothing, visible at all times. The identification card remains the property of Palm Beach County and must be surrendered to the facility staff at the end of the project or on demand.

- General Rules:
 - All individuals are subject to search in accordance with Florida State Statutes and PBSO search procedures.
 - Individuals will not provide rides for hitchhikers on facility grounds.

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- Individuals must obey any instruction from the facility staff.
- Access:
 - Individuals will not be allowed to enter any part of the facility not associated with their work project.
 - Entry to the Correctional Facility must be through the guard station at the front gate.
 - Those individuals working within existing buildings of the Facility must check-in at an additional guard station.
- Vehicles:
 - All vehicles entering the West County Facility property may be subject to search upon both entering and exiting the project.
 - All vehicles are subject to search at any time.
 - Vehicles must be locked at all times when unoccupied.
 - Vehicle keys are not to be left in any unoccupied vehicle.
 - All vehicles entering the secure perimeter of the facility must be signed in and out through the vehicle sally port unless other arrangements have been made with the Construction Security Officer and/or the facility Chief of Security.
 - All individuals bringing vehicles into the secure part of the facility must follow staff instructions regarding parking and their vehicles.
- Tools:
 - All tools brought into the facility will be inventoried by staff at the point on entry and exiting.
 - If an individual discovers a tool is lost or stolen, he must report this to the first staff member he encounters, but at a minimum immediately contact the facility Master Control.
 - All tools taken inside the facility must be secured when not in use.
 - All tools taken inside a secure area must be removed from the grounds at the end of each workday and stored in a secure manner.
- Clothing:
 - Clothing may be subject to scrutiny due to uniform types worn by the inmates. Individuals must make reasonable accommodations to remedy such scrutiny.
 - Clothing, such as coveralls or coats, must be controlled as closely as tools and must not be left unattended.

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- Medication:
 - Construction Security Officer must be notified of any individuals requiring medications.
 - Individuals will be permitted to bring one day's supply of prescribed medication into the facility. The medication should be maintained in the medicine bottle with the corresponding prescription label attached, indicating the patient's name and dosage of the prescription.

- Familiarity:
 - Individuals are not allowed at any time to speak to inmates, make gestures, or make any other form of communication to the inmates.
 - Individuals must advise the administration if he/she is related to or a close friend of one of the inmates.
 - Individuals are not to relay messages to or for an inmate, give or loan money or any other thing to an inmate, carry any item into or out of the facility for any inmate at anytime.
 - If any inmate creates a disturbance, individuals are to report this to Moss supervision.

- Contraband:
 - Individuals under the influence of drugs or alcohol will be denied entrance to the jobsite. Action will be taken such as filing an incident report, notification of construction superintendent and/or notification of law enforcement authorities for further review.
 - No weapons, tobacco, controlled substances, beepers or cellular phones will be allowed in the facility. Tobacco products will be allowed at the exterior perimeter jobsite only. (Do not give any tobacco products to any inmate at anytime!)
 - No firearms or ammunition will be allowed on work site

- Institutional Rules and Confidentiality:
 - Individuals doing work on facility grounds must agree in writing to abide by the regulations of the facility and respect the confidentiality of information requirements under which facility employees work.

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CONTRACTOR'S AGREEMENT

I, the undersigned, am working as a contractor / subcontractor at the Palm Beach County Jail Expansion Facilities. The guidelines for contractors procedure has been reviewed with me and I agree to abide by the provisions of those guidelines, the general regulations of the facility and policies on confidentiality of information to which I might have access while working at the facility.

Printed Name

Signature

Company Representing

Witness

Date

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TITLE XLVII CRIMINAL PROCEDURE & CORRECTIONS

CHAPTER 951 COUNTY AND MUNICIPAL PRISONERS

951.22 County detention facilities; contraband articles.--

(1) It is unlawful, except through regular channels as duly authorized by the sheriff or officer in charge, to introduce into or possess upon the grounds of any county detention facility as defined in s. 951.23 or to give to or receive from any inmate of any such facility wherever said inmate is located at the time or to take or to attempt to take or send there from any of the following articles which are hereby declared to be contraband for the purposes of this act, to wit: Any written or recorded communication; any currency or coin; any article of food or clothing; any tobacco products as defined in s. 210.25(11); any cigarette as defined in s. 210.01(1); any cigar; any intoxicating beverage or beverage which causes or may cause an intoxicating effect; any narcotic, hypnotic, or excitative drug or drug of any kind or nature, including nasal inhalators, sleeping pills, barbiturates, and controlled substances as defined in s. 893.02(4); any firearm or any instrumentality customarily used or which is intended to be used as a dangerous weapon; and any instrumentality of any nature that may be or is intended to be used as an aid in effecting or attempting to effect an escape from a county facility.

(2) Whoever violates subsection (1) shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

951.221 Sexual misconduct between detention facility employees and inmates; penalties.--

(1) Any employee of a county or municipal detention facility or of a private detention facility under contract with a county commission who engages in sexual misconduct, as defined in s. 944.35(3)(b)1., with an inmate or an offender supervised by the facility without committing the crime of sexual battery commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The consent of an inmate to any act of sexual misconduct may not be raised as a defense to prosecution under this section.

(2) Notwithstanding prosecution, any violation of this section, as determined by the administrator of the facility, constitutes sufficient cause for dismissal of the violator from employment, and such person may not again be employed in any capacity in connection with the correctional system.

History.--s. 3, ch. 2001-92.

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MOSS and ASSOCIATES SAFETY, HEALTH and ENVIRONMENTAL PLAN for SUBCONTRACTORS (CCIP and NON-CCIP PROJECTS)

OVERVIEW

Moss and Associates' commitment to Safety, Health and the Environment is total. Management, supervisors, and the individuals who comprise the work force of the organization have a primary responsibility to effectively build each project in accordance with the highest safety, health, and environmental standards.

It is the objective of Moss and Associates to establish and maintain a safe, healthy, drug free working environment for **All Employees**. Employees of Subcontractors, suppliers, and other third parties, while on company property and in the performance of their work, shall comply with all safety, health and environmental standards of all local, state, and federal agencies and of their own policies and those of Moss and Associates.

RESPONSIBILITY OF SUBCONTRACTORS

While it is the responsibility of each individual to work safely, the Subcontractor is **ultimately** responsible for the conduct, performance, safety, health and well being of his/her employees and tiered subcontractors while on this project. Failure to comply with safety, health, and environmental provisions of this contract and any other local, state and federal requirements may result in the suspension of payments and/or removal of the contractor and/or a subcontractor employee from a project. Subcontractors shall demonstrate to all employees, complete support and continuing involvement in loss prevention efforts. Safety shall not be sacrificed for production!

Penalties assessed against Moss and Associates and/or the project for violations of any local, state, or federal safety, health or environmental requirement(s) due to the negligence of the Subcontractor or tiered subcontractors shall be reimbursed by the Subcontractor to Moss and Associates. All reimbursements will be deducted from amounts due under this Subcontract Agreement.

All subcontractor employees and tiered subcontractor employees shall review the "Minimum Safety Rules for Moss and Associate Projects" and attend a site specific orientation for each project site.

Pending the following; scope of work, complexity of the project, size of the project, project conditions, accident frequency/severity on the project, Moss and Associates reserves the right to request and require a full time on site Safety Person who's sole responsibility is that of Safety, Health and Environmental management.

REQUIRED INFORMATION FROM SUBCONTRACTORS

Subcontractors shall submit to Moss and Associates the following information one week prior to working on site:

- **Company Site Specific Safety Policy/Program** (additional site specific programs may be required, i.e.: fall protection program, steel erection program, etc.)
- **Completed Competent Person Form** (attached at end of Exhibit I)
- **Hazardous Communication Program**
- **Indexed Listing of Chemicals** (with corresponding page numbers, letters, etc.) and the appropriate MSDS for each chemical

- Completed Job Hazard Analysis Form (attached at end of Exhibit I)
- List of current Certified First Aid/CPR and copies of current cards for personnel that will be on site (identify on competent person form)
- Lock-Out Procedures for hazardous energy sources (tools, equipment, machines, etc.)
- Signed copy of the Acknowledgment of Safety, Health and Environmental Regulations and Policy on Drugs, Alcohol and Other Prohibited Items (attached at end of Exhibit I) signed by a company executive.
- Hurricane Procedures
- Submit a weekly Sign-off sheet with the weekly Tool Box talks to Moss and Associates of all employees on the project stating; they did not have, witness, or contribute to, an accident or incident. (Sign-off sheet is attached at the end of this exhibit) – **(NOT MANDATORY FOR NON-CCIP PROJECTS)**.
- Additional information for cranes, site specific fall protection plans; and steel erection plans, etc.

COMPETENT PERSON

Each Subcontractor, while working on a Moss and Associate's project shall appoint a **Competent Person** who is **capable of identifying existing and predictable hazards** in their surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and **has the authority to take prompt corrective measures to eliminate them.** This person shall be available and present on site, at all times while work is being conducted under their contract. This person will be required to have completed, at a minimum, a 10 Hour Occupational Safety and Health Training Course in Construction Safety and Health within the past three (3) years **(NOT MANDATORY FOR NON-CCIP PROJECTS)**. Proof of such training is required.

The Subcontractor will appoint this person(s), preferably a superintendent or a foreman, whose safety responsibilities shall include:

- Instructing workers under their supervision in Safe Work Practices and Work Methods at the time workers are given work assignments.
- Supply and enforce all appropriate safety, health and environmental standards with his/her employees.
- Take immediate action to correct unsafe practices and/or conditions when discovered.
- Supply and enforce the use of proper personal protective equipment and suitable tools for his/her employees.
- Attend and participate in Safety Meetings (Safety Coordination, Safety Committee, etc.) as scheduled by Moss and Associates.
- Post and review Moss & Associates Work Rules in a conspicuous place.
- Submit a weekly Sign-off sheet with the weekly Tool Box talks to Moss and Associates of all employees on the project stating; they did not have, witness, or contribute to, an accident or incident. (Sign-off sheet is attached at the end of this exhibit). **(NOT MANDATORY FOR NON-CCIP PROJECTS)**.
- Conduct and document weekly "Tool Box" meetings with his/her employees and tiered subcontractors to:
 - Discuss observed unsafe work practices and conditions
 - Review any accidents or incidents that recently occurred
 - Document each meeting with employees signatures and submit a copy of the reviewed topic(s) and signed attendance sheet to Moss & Associates each week
- Immediately notify Moss and Associates of any existing hazardous condition(s) that employees under his/her supervision may be exposed to that the Subcontractor:
 - Did not create
 - Does not have the responsibility or the authority to have the hazard corrected
 - Does not have the ability to correct or remove the hazard

- Be available and on-site at all times when the subcontractor and any tiered subcontractors are working on the project.
- Complete safety reports (accident/incident reports, etc.).
- Accompany any injured employee(s) and tiered subcontractor employee(s) to an approved medical facility in the event of an injury to include follow-up appointments.
- Supply Moss with a description of Light Duty / Temporary Alternate Duty that will be made available in the event of an injury to an employee and submit to Moss prior to working on the site. **(NOT MANDATORY FOR NON-CCIP PROJECTS)**.

A completed Competent Person Form shall be submitted to Moss & Associates with all appropriate documentation of qualifications, including the 10 Hour Card. A copy of the form is located at the end of Exhibit I.

DRUG TESTING POLICY

All subcontractors and tiered subcontractors shall provide proof of a Drug-Free Workplace Program that complies with Florida Statute 440.102, Drug-Free Workplace Program Requirements. Moss and Associates has a Drug-Free Workplace Program as defined in this exhibit. All employees working on this project will be required to review and sign a release acknowledging that pre-employment, post accident/incident and random drug testing is part of the program and they are subject to such testing. **(NOT MANDATORY FOR NON-CCIP PROJECTS)**.

Copies of the release form will be provided to each subcontractor.

RECORD KEEPING AND FILES

Subcontractors shall submit copies of all requested items including; inspections, safety meetings, orientations, training, etc.

Inspection reports/records of the following items are required and copies submitted to Moss and Associates on a daily basis to include, but not limited to:

- Equipment (cranes, forklifts, backhoes, bobcats, etc.)
- Scaffolding
- Excavations
- Etc.

All employees must sign off, on a daily/weekly basis, that they did not incur or sustain an injury while working on the project that day/week. This must be completed on a daily/weekly basis. A copy of the daily sign-out log is included at the end of Exhibit I. **(NOT MANDATORY FOR NON-CCIP PROJECTS)**.

If it has not been documented and placed on file with Moss and Associates, it will be assumed to have never been completed.

DISCIPLINARY PROCEDURES

Except in cases involving major violations of safety, health and environmental rules and regulations, Moss and Associates subscribes to a philosophy of progressive constructive discipline. Discipline will be administered for the purpose of producing a positive change in behavior.

STANDARD FORM SUBCONTRACT (PUBLIC)
REVISED: 11/12/04

The typical pattern of disciplinary action for infractions of the Safety, Health and Environmental Policy is as follows:

Verbal Reprimand - Moss and Associates will inform the Subcontractor/employee that he/she has committed a safety violation which, if repeated, could result in further action. This reprimand will be documented for future reference in case of repeat violations.

Written Reprimand - A formal written notice will be issued by Moss and Associates informing the Subcontractor of the safety violation. Subcontractor will be responsible for supplying Moss and Associates with a written response noting corrective actions that were taken. Subsequent violations could result in temporary or permanent suspension from the project.

The severity and frequency of a violation will determine the level of disciplinary action administered by Moss and Associates. Disciplinary action may include temporary or permanent suspension from the project, formal education, or on site re-training, etc.

NOTE: Subcontractor Superintendents and Foremen will be held accountable for the enforcement of said safety policies. Failure to enforce safety requirements with their employees may result in employees and/or the Superintendent or Foreman being disciplined.

PENALTIES

Moss and Associates reserves the right to hold a subcontractor liable for damages associated with improperly reporting an accident/injury in a timely manner (within 24 hours) upon notification or discovery of an injury/accident by an employee, failure to report a claim within 30 days, not providing light duty/temporary alternate duty or terminating an employee who; has an open claim, or is on light duty/temporary alternate duty (**NOT MANDATORY FOR NON-CCIP PROJECTS**), without first receiving consent from Moss and Associates.

Repeat and/or willful violations of health, safety and environmental rules of this policy and any other local, state, and federal requirements, laws, rules, etc. may result in the retention of payment to a subcontractor.

PRE-TASK PLANNING-JOB HAZARD ANALYSIS AND SAFETY TASK ASSIGNMENT

Subcontractors shall conduct pre-task planning, in writing, and review this information with their employees and as new tasks are undertaken throughout the duration of the project on a daily/weekly basis. Copies of the JHA's are to be submitted to Moss and Associates prior to undertaking each new task and should be reviewed with the appropriate Moss Safety Representative to assist in identifying, as a minimum, the following:

- The task/job to be undertaken
- Potential hazards/dangers associated with the task/job
- Safe work practices and procedures to avoid potential hazards/dangers.

A copy of a blank Job Hazard Analysis Form is attached at the end of Exhibit I.

SITE SAFETY, HEALTH AND ENVIRONMENTAL ORIENTATION

Moss will perform a site specific safety orientation. When doing so, all subcontractors and their lower tiers will be required to attend the orientation. Each subcontractor is responsible for providing their own translator for non-English speaking employees. Each employee will be required to sign an attendance sheet and will receive an orientation sticker that must be prominently displayed on their hard hat at all times. Employees who lose their orientation stickers/hard hats will be required to attend the orientation to obtain a new sticker. Those employees and/or their superintendent/foreman may be required to attend future orientations upon violation(s) of project rules/regulations. Vendors are exempt from this requirement. However, all vendors must be informed by the subcontractor as to the requirements for wearing appropriate PPE (hard hats, long pants, shirts, eye protection, work shoes/boots) while on site.

The orientation times and locations will be scheduled by the project. At a minimum, the orientation will be conducted at least once a week on the project. All employees are required to attend the orientation.

FIRST AID AND MEDICAL TREATMENT

Each Subcontractor shall:

- Have a minimum of one employee with a valid/current certificate in First Aid/CPR Training for each separate work crew.
- Provide a first aid kit to be maintained at each work area in a weatherproof container and in each job box. The contents of the first aid kit shall be inspected and restocked on a weekly basis.
- Arrange to maintain a vehicle immediately available in the event an employee is injured and requires transportation to a medical facility. (for injuries other than emergencies where an ambulance is required)

In the event of a non-emergency transport, employees shall be transported to the designated medical facilities or on site medical facility when available. The designated subcontractor safety representative and/or superintendent must accompany the injured employee to the facility.

RETURN-TO-WORK / LIGHT DUTY /TEMPORARY ALTERNATE DUTY

Each Subcontractor and tiered subcontractor shall provide light duty/temporary alternate duty to any employee who is injured on the project and is permitted by the treating physician to return to work. A release must be obtained from the treating physician to regain access on the project. **(This section is not mandatory for non-CCIP projects)**.

Light duty/temporary alternate duty shall be provided to all injured workers until they receive a Full Duty Release paying same wages in accordance to the Florida Workers' Compensation Laws.

MOSS AND ASSOCIATES RESERVES THE RIGHT TO HOLD A SUBCONTRACTOR LIABLE FOR DAMAGES ASSOCIATED WITH IMPROPERLY REPORTING AN ACCIDENT/INJURY IN A TIMELY MANNER (WITHIN 24 HOURS) UPON NOTIFICATION OF AN INJURY/ACCIDENT BY AN EMPLOYEE, FAILURE TO REPORT A CLAIM WITHIN 30 DAYS, NOT PROVIDING LIGHT DUTY/TEMPORARY ALTERNATE DUTY OR TERMINATING AN EMPLOYEE WHO; HAS AN OPEN CLAIM, OR IS ON LIGHT DUTY/TEMPORARY ALTERNATE DUTY WITHOUT FIRST RECEIVING CONSENT FROM MOSS AND ASSOCIATES.

If an employee refuses medical treatment/attention, the following must occur:

- The injured worker must provide a written statement explaining the reason they are refusing medical treatment/attention. **(NOT MANDATORY FOR NON-CCIP PROJECTS)**.
- The subcontractor and tiered subcontractor shall restrict access of the employee to the construction site until they seek medical treatment/attention and submit a release to full duty or

light duty/temporary alternate duty and a negative drug screen result. (NOT MANDATORY FOR NON-CCIP PROJECTS).

ACCIDENT / INCIDENT INVESTIGATION

In the event of an accident/incident each Subcontractor shall:

- **Immediately** tend to the injured employee and seek medical attention when required.
- **Immediately** notify Moss and Associates of an accident, injury, or incident regardless of the seriousness.
- **Immediately** complete a post accident/incident drug testing of all involved or affected employees
- **Immediately** conduct a complete investigation of the situation to determine the facts necessary to take corrective action to prevent recurrence.
- **Immediately** complete a thorough accident investigation report and submit said report to Moss and Associates' Project Manager along with all State, Insurance and Medical Reports within 8 hours. The report shall include, at a minimum:
 - Who, What, Where, Why, When and How the accident/incident occurred
 - Suspected root cause(s) and corrective actions
- Obtain statements from injured persons or witnesses, etc.
- Attend a Post Accident/Incident meeting.

Additionally, in the event of a major accident or incident where a person/persons are injured or property damage occurs, the Superintendent and a member of management (Safety Director, PM, Officer of the Company), from the respective subcontractor(s), must attend the post accident meeting and explain the nature and cause of the accident to Moss and Associates.

EMERGENCY PROCEDURES

Subcontractors and tiered subcontractor shall inform all employees of the onsite emergency plan for inclement weather (hurricanes, tropical storms, tornadoes, etc.), fires, chemical spills and releases, severe accidents such as a crane or deck collapse, etc. The plan will include:

- Designated meeting areas
- Designated responsibilities of employees/subcontractors
- Emergency action warning devices to be utilized (radios, bull or air horns, whistles, etc.)
- Accounting of all employees

Procedures shall be reviewed with employees on a routine basis and is encouraged to be included in weekly tool box talks. This item will be reviewed and updated with all subcontractors by Moss and Associates during safety and coordination meetings as the project progresses.

ENVIRONMENTAL CONCERNS

Each Subcontractor, while working on a Moss and Associates Project shall conform to all local, state, and federal environmental standards. When warranted, all Subcontractors shall sign a Contractor Certification Statement as required by the Florida Dept. of Environmental Protection or other state/federal agency where a National Pollution Discharge Elimination System Permit is required.

There will be no dumping of fuels, chemicals, paints, solvents, etc. into or onto the land and or surrounding waters. Any spills or accidental releases of any type of chemical or hazardous material, either on land or into the waters, shall be reported immediately to Moss and Associates and all

appropriate local, state, federal, etc., authorities when required. All spills/releases shall be contained and disposed off in accordance with all local, state, federal, etc., regulations.

On site fuel tanks shall not be permitted without permission by Moss and Associates. If tanks are to be located on site, they shall be maintained in a spill proof container which will hold 110% the capacity of the original container, regardless if they are double-walled and have a positive locking dispense nozzle. **Earthen dikes/berms lined with polyvinyl sheeting are not an acceptable means of a secondary containment. At no time, shall there be more than 1300 gallons total of any oil product(s) (gas, diesel, hydraulic fluids, form oils, etc.) on site that are stored in a 55 gallon drum or larger. All containers shall be properly grounded and/or bonded.**

All chemicals in fifty-five (55) gallon drums shall be located in a secondary containment and have a positive locking dispense nozzle. **Earthen or wooden dikes/berms lined with polyvinyl sheeting are not an acceptable means of a secondary containment.** Transferring of chemicals from one container to another shall be performed in/over a secondary containment. This includes the transferring of materials to spray cans, gas/diesel cans, etc. from such containers as fifty-five gallon drums.

All containers of fuels, chemicals, etc., shall be labeled with the appropriate warning signs such as "Danger-No Open Flames", "Danger -No Smoking", etc and the contents of the container. Appropriate fire extinguishers shall be located within 75' but no closer than 25' to a fuel storage area.

HOUSEKEEPING

Clean-up and housekeeping shall be top priority and the project shall remain clean and orderly at all times. The work area **SHALL** be cleaned on a continuous and daily basis; no debris or trash shall be permitted to "build-up". Break and food trash that has cumulated in an area will be the responsibility of every subcontractor. Project perimeters shall also be cleaned and maintained on a continuous basis. Where trash has accumulated, it will be the responsibility of all subcontractors to immediately clean and properly dispose of the trash.

All materials shall be properly stored and arranged in an orderly manner that does not block areas of access/egress. Only those areas designated by Moss and Associates will be utilized as storage and "lay-down" areas.

Smoking shall not be permitted inside buildings. All requirements of the Florida Indoor Clean Air Act and any other requirements (state, federal, local, etc.) regarding the use of tobacco products will be enforced.

At no time shall glass bottles be permitted on the project.

All pipe/conduit shall be stored in racks, on "dunnage" or on pallets with appropriate cribbing, etc. At no time shall pipe or conduit be "spread-out" on walkways or floors.

Stripped lumber shall have all nails removed or discarded in a dumpster immediately. At no time shall stripped lumber be allowed to accumulate.

All powder actuated tool cartridges, whether used, not used or misfired, shall be picked up and removed from the work area. At no time shall they be discarded on the floors/grounds of the project.

Personal Protective Equipment

All project work areas are considered "hard hat areas". All employees, including delivery personnel, vendors, visitors, etc., must wear an approved Class B hard hat with the company name identified on the front when located on the project. Hard hats shall be worn directly over the head. Baseball caps, hats,

etc. shall not be worn under the hard hat at any time. Hard hats shall be worn to the front at all times and be in good condition. When welding; welding hoods that fit over or attach to the hard hat are to be utilized. Wearing of a welding hood alone, without a hard hat, is not permitted.

Long pants shall be worn at all times. No shorts, loose or baggy clothing such as skirts, dresses, or "sweat" type pants, shall be permitted. Shirts (with 4" sleeves) are to be worn by all employees at all times. Tank Tops and "cut-off" style shirts are not permitted.

Visitors and non-routine project personnel shall comply with all requests made by Moss and Associates to wear appropriate PPE when visiting the project.

Moss and Associates will endeavor to have a 100% eye protection policy for the project.

AIR QUALITY AND MONITORING

When powered equipment, other than electrical, is utilized inside an enclosed area, continuous air monitoring must occur and documentation of air results must be maintained and submitted to Moss and Associates on a daily basis. This includes the operation of such equipment as diesel powered welding machines, gas generators, diesel powered forklifts, chop saws, etc. Each subcontractor, and any tier, is responsible for providing such air monitoring.

TRAFFIC SAFETY

Subcontractors and tiered subcontractors will be responsible for ensuring all employees who are engaged in road work and flagging operations shall have appropriate training as outlined by D.O.T. requirements. Employees engaged in traffic control, including backing of trucks into or from the project, stopping vehicular traffic, etc., shall have appropriate D.O.T. required training. All employees, when working in roadways shall have approved reflective vests in accordance with D.O.T. requirements.

FALL PROTECTION

All subcontractors will be responsible for implementing 100% fall protection at elevations that are six (6) feet or greater in height above a lower level/surface. This includes work on scaffolding, decks and steel erection/connection activities. Fall protection may be in the form of conventional fall protection such as; personal fall protection systems (harness, lanyard and anchorage point), guardrails, safety nets etc., and/or a fall protection system/plan.

All fall protection plans must meet the requirements of the CFR 1926 Subpart M OSHA Standards for the Construction Industry. All fall protection plans shall be reviewed for compliance with the aforementioned standards by Moss and Associates Safety Department. The fall protection plan must be submitted to Moss and Associates at least one week prior to work being performed under said fall protection plan. Documentation of fall protection training shall be included with the fall protection plan.

Employees working in boom lifts and aerial (scissor) lifts shall be tied off at all times to the designated tie-off point. If a tie-off point does not exist, Moss and Associates shall be immediately notified, in writing, of the problem. Aerial lifts shall not be moved when in an extended position. **ALL AERIAL LIFTS SHALL BE MOVED IN THE LOWERED POSITION.**

All anchorage points for personal fall protection must meet the minimum 5,000lbs for each individual person.

Guardrails shall not be removed by anyone without notifying and obtaining permission from Moss and Associates. When guardrails are removed from an area to allow for the passing of materials to or from an

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elevated work area, all employees shall be protected from falls by the use of a safety harness, lanyard, and proper anchorage point. This too shall apply during the process of removing and installation of guardrails at any time.

SCAFFOLDING

All scaffolding shall be erected, dismantled or moved under the direct supervision (on location) of a competent scaffolding person. Daily inspections of scaffolding shall be performed by the competent scaffolding person and documentation of such inspections shall be submitted to Moss and Associates prior to work being performed on/from the scaffolding.

A proper access shall be provided when erecting, dismantling, working on, and moving scaffolding; including shoring type scaffolds. Climbing the scaffolding/shoring frame and x-bracing is not permissible. A platform of a minimum of eighteen (18') inches wide shall be utilized when erecting, dismantling and moving all scaffolding.

Scaffolding supports shall bear on base plates at all times. This includes scaffolding that is erected on a solid foundation such as a solid concrete slab. Concrete masonry units (CMU) are not considered a solid foundation. Mud sills shall be utilized where solid foundations are not present.

Working decks/platforms shall be completely planked. **Proper fall protection shall be utilized where working decks are six feet or greater in height.** Toe boards shall be utilized at all times. Fall protection shall be utilized, where possible and does not create a greater hazard, during erection, dismantling and moving of scaffolding. A written fall protection plan shall be provided to Moss and Associates in the event conventional fall protection can not be utilized. (See requirements in the Fall Protection Section)

Employees who are erecting, dismantling, moving or working on scaffolding (including scissor lifts) shall be formerly trained for each type of activity. Copies of individual signed training/qualification are to be submitted to Moss and Associates prior to the work activity beginning.

When working on mobile scaffolding, all casters shall be secured/pinned to prevent displacement. All wheels shall be positively locked and proper fall protection shall be utilized when employees are working from the scaffolding. Scaffolding shall not be moved at any time when a person is on it.

Masonry block, supplies, tools, equipment and materials shall not be stored on scaffolding platforms. All block, supplies, tools, equipment and materials shall be used during the work shift or removed prior to ending the work shift. Staging of materials shall be performed prior to each work shift.

EQUIPMENT and VEHICLE OPERATION

Employees shall be properly trained and qualified to operate equipment such as boom lifts, scissor type lifts, forklifts, backhoes, Powder Actuated Tools, (PATs) etc.

Copies of proper credentials, to include; certifications, licenses, etc., shall be submitted to Moss and Associates prior to operating such equipment. Copies shall be maintained on each employee's person upon operation of such equipment. Employees found without proper credentials or operating equipment contrary to acceptable safety procedures may be asked to immediately cease the operation of such equipment and attend re-training.

When mounting or dismounting equipment, employees shall maintain a three point contact. Seatbelts shall be worn at all times in vehicles including heavy equipment. No one shall ride in a vehicle or equipment unless they are on a seat. Exceptions: scissor and boom lifts. Riding in the back of pick-ups shall not be permitted.

All heavy equipment including: cranes, forklifts, dump trucks, bobcats, equipment with a distorted or limited view to the rear, etc., shall have a reverse signal/back-up alarm audible above the background noise. Right of way shall be given to heavy equipment and then trucks, cars, cart/gators, etc.

Only company vehicles will be permitted on the project site. Employees shall only park in designated parking areas. Employees are not permitted to drop tools, personnel, etc., off on the project location from personal vehicles.

HAZARD COMMUNICATION

The OSHA Hazard Communication Standard requires each employer to:

Develop, implement and maintain a written Hazard Communication Program for each work site. The written program shall include an **indexed** (with corresponding page numbers, letters, etc.) Chemical Inventory List and establish the methods to provide information to their employees on the following:

- Labels and Forms of Warning
- Employee Information and Training
- Hazards associated with Non-routine Tasks
- Material Safety Data Sheets (MSDS)
- Indexed Listing of Chemicals (with corresponding page numbers, letters, etc.)
- The Requirements of the Hazard Communication Program

Each Subcontractor shall submit to Moss and Associates their Hazard Communication Program complete with a complete Indexed Listing of all chemicals to be used on the project along with corresponding MSDS prior to mobilization on site. As additional and/or new chemicals are introduced to the project, the subcontractor shall update their own Indexed Listing.

HURRICANE PROCEDURES

In the event a major storm or hurricane is predicted to strike the vicinity, all preparations to brace for the storm shall be implemented in as far advance as possible. Subcontractors shall review and follow their own hurricane policy and abide by all requests made by Moss and Associates in accordance with the Moss and Associates hurricane policy. A copy of the Moss and Associates Hurricane Policy will be reviewed and posted at the project prior to and during the Hurricane Season. Each subcontractor shall inspect their work area(s) with a representative from Moss and Associates before leaving the project.

Subcontractor shall submit a copy of their hurricane policy to Moss & Associates prior to working on the project.

HOT WORK AND FIRE EXTINGUISHERS

At a minimum, a 10lb. ABC fire extinguisher shall be located at all hot work operations, such as welding, cutting and burning, soldering, etc. The fire extinguisher shall be located approximately ten (10) feet from the actual hot work. A fire watch shall remain in place for a minimum of thirty (30) minutes upon completion of all hot work.

A fire extinguisher shall be located near all gas powered generators and pumps and shall be immediately available during re-fueling of all generators and pumps. The subcontractor will be responsible for supplying the appropriate fire extinguishers for individual operations. All employees performing hot work shall wear protective gloves, arm protection, and a welding shield for welding operations or welding

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goggles for cutting and burning operations. Safety style glasses are not permissible eye protection for welding or cutting and burning operations. Situations may warrant that a hot work permit be required and completed at the discretion of Moss and Associates.

Fuel cylinders, portable fuel (gas, diesel, mix, etc.) storage tanks, propane and LP tanks shall be properly stored, labeled with their contents and separated from other flammable and combustible materials. Oxygen and acetylene cylinders shall be mounted on a cart when in use. Cylinders shall be stored and transported in an upright position and never on its side. Cylinders shall always be secured in an upright position. Properly working gauges with protective covers and a flashback arrestor shall be utilized with all torch assemblies.

Tanks that are lifted to an elevated area shall be transported in a proper cylinder rack that has a lifting eye and a mechanism to secure the tanks and all gauges shall be removed and covers installed. No tanks shall be lifted in a makeshift cart/container.

Propane and LP tanks shall be stored and secured in approved storage racks/containers.

Fire extinguishers shall be located on all equipment and vehicles to include golf carts and "Gators".

EXCAVATIONS

Prior to beginning any excavation, digging, trenching, or drilling operation, subcontractors, of any tier, must ensure that all underground utilities have been located and verified by the responsible party. All OSHA and State of Florida Trench Act requirements concerning safe trenching must be met and adhered to.

A written Excavation Inspection Report shall be completed on a daily basis for each excavation where employees will work in said excavation. This report shall be submitted to Moss and Associates prior to working in the excavation. The inspection(s) shall be performed by a person who is competent in excavations as outlined in CFR 1926 Subpart P, OSHA Standards for the Construction Industry.

This inspection report shall include:

- identifying soil type(s) and conditions,
- identifying depths and widths
- identifying hazards associated with the specific excavation (utilities, water accumulation, cave-ins, contaminated soils/atmospheres, location of spoils, vibrating sources, etc.)
- equipment to be utilized
- identifying safe work practices (sloping, trench boxes/shields, etc.),
- access to and from the excavation,
- signature of the Competent Excavation Person who is on site and performing the inspection

Excavations shall be considered to be in Type C soil unless otherwise proven by methods recognized by OSHA. Results of such testing shall be submitted to Moss and Associates prior to work commencing. Excavations that are left opened or unattended shall be properly identified and/or barricaded with a minimum of flagging set back three feet from the excavations edge. Spoil piles shall be set back a minimum of two feet back from the excavations edge and ladders shall be provided at intervals of no more than twenty-five feet.

LADDERS

Employees shall be trained in the proper usage of all types of ladders by their respective employer. A-frame ladders shall not be utilized as a lean-to ladder. Aluminum ladders of any type shall not be

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permitted on the project. All extension ladders shall extend a minimum of three (3) feet above the landing and be secured at both the top and the bottom.

All job-made wooden ladders shall be constructed in accordance with The American National Standard - ANSI A14.4-1992 requirements. All damaged ladders shall be removed from service and tagged "Not for Use" and removed from the project.

A rope for transporting tools, supplies, equipment, etc., shall be maintained at each ladder area to allow employees to maintain the use of both hands while climbing between working levels. Each subcontractor is responsible for supplying their own rope for hoisting tools and equipment.

ELECTRICAL CORDS AND GFCI (GROUND FAULT CIRCUIT INTERRUPTION) PROTECTION

Electrical extension/flex cords shall be a minimum of fourteen (14) gauge or heavier and be rated for hard or extra hard usage. Sixteen (16) gauge and flat cords are not permissible on the project. All extension/flex cords shall have insulation that is free from cuts, exposed wires and have a ground pin. All cords shall be maintained in an area free from foot and vehicle travel, pinch points, sharp objects, wet areas and not present a tripping hazard. All cords shall incorporate strain relief at all points of connection and never be tied into knots.

Electrical power tools shall be protected to a GFCI. Where a GFCI is not available, a portable GFCI receptacle, connected at the power source, shall be utilized. This includes cords and power tools that are connected to generators, welding machines, etc. It is the responsibility of each subcontractor to provide individual GFCI protection where a GFCI is not available and to inspect electrical cords on a daily basis.

LOCK-OUT PROCEDURES

Each subcontractor exposed to a hazardous energy source or energized/mechanized equipment, machines, tools, etc., or, shall comply with all requirements of a Lock-Out Program. The Lock-Out program shall be reviewed with Moss and Associates prior to performing work in such a situation. All lock-out procedures shall comply with 29 CFR 1910.147, 1926.417 and 1926.702. **Individual Tag-Out procedures are not an acceptable work practice.**

CRANE REQUIREMENTS

At a minimum, the following requirements shall apply:

- Cranes and derricks shall be constructed and installed as prescribed in the operator's manual.
- Operators are to ensure the crane is erected so that it is level and on a solid foundation to include cribbing/pads under outriggers when necessary.
- The swing radius shall be barricaded at all times.
- **Mobile cranes shall have an annual inspection performed by a certified independent/third party inspector, as recognized by the U.S. Dept. of Labor.**
- **Tower crane annual inspections may be conducted by a certified inspector as recognized by the U.S. Dept. of Labor.**
- Mobile cranes on barges or floating rigs shall be positively secured.
- Daily inspections shall be performed on the cranes by a qualified person. A copy of the daily inspections shall be submitted to Moss and Associates. All deficiencies shall be corrected prior to operation. Monthly inspections shall be performed on tower cranes and copies of inspections shall be submitted to Moss and Associates.

- A functioning positive acting device shall be used which prevents contact between the load block for the overhaul ball and the boom tip (anti-two-blocking device), or a system shall be used which deactivates the hoisting action before damage occurs in the event of a two- blocking situation (two-block damage prevention feature). **This requirement applies to all cranes regardless of the year it was manufactured.** A spotter with direct contact to the operator may be utilized in those operations where a two-block device creates a greater danger such as drag line operations and pile driving. The spotter's single responsibility is that of watching the boom tip and the overhaul ball to ensure contact is not made.
- Cranes that have been modified i.e., adding a torque arm, jib, or power pack, shall obtain written approval from the crane manufacturer for the modification(s) and shall provide proof of such approval to Moss & Associates prior to arrival of the crane on the project.
- The crane contractor/vendor shall make available the below listed information to Moss & Associates prior to arrival on the project. Without said information, the crane will not be permitted to operate:
 - The last Annual Crane Inspection. No crane shall operate on the project without a current Annual Inspection
 - A copy of the Manufacturer's Operation Maintenance and Instruction Manual
 - Modification approval letter from the manufacturer
- Tag lines shall be utilized at all times when picking loads. Where tag lines create a greater hazard such as snagging, tangling, etc., they may be omitted.
- Only qualified riggers and signalers are to be utilized for rigging and signaling the crane. Proof of such training may be requested or required when it is deemed by Moss and Associates that such training is required. The cost of such training will be at the expense of the subcontractor.
- The operator has the ultimate responsibility for the operation and maintenance of the crane.

MASONRY, CONCRETE AND FORMED/FRAMED WALLS

All walls shall be adequately braced or shored to prevent them from overturning. Walls that are eight (8) feet in height or greater shall be supported with braces, guys, etc. to prevent walls from overturning or accidental movement. This includes all walls comprised of masonry units/block, concrete, tilt-up walls, framing and forms, etc. Properly erected limited access zones shall be established that include the height of the wall plus four (4) feet.

WORKING ON OR OVER WATER

All employees working on or over water shall wear a U.S. Coast Guard-approved life jacket/vest at all times. Those employees who are working landside, but along the waters edge (10 feet or closer to the edge), and are building sea-walls, driving pile, dredging, etc., shall wear life jackets/vests at all times. Other employees who are working landside where their normal job tasks keep them from the waters edge, (more than 10 feet from the water) shall have life jackets/vests immediately available to them. Employees who are traversing back and forth from landside to a boat, barge, floating docks, etc, shall wear a life jacket/vest at all times.

Life rings, a minimum of 30 inches in diameter with 90' of rope attached, shall be provided on each barge near the vicinity of the work area. Additionally, life rings shall be located no more than 200' apart by each Subcontractor on landside areas where their employees are working.

A lifesaving skiff, provided by the Subcontractor, shall be immediately available at locations where employees are working on/over or adjacent to the water. Each subcontractor is responsible for providing their own life saving skiff.

VOLUNTARY COMPLIANCE AND PARTNERSHIPS

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Moss and Associates subscribes to a policy of proactive loss prevention efforts. In doing so, Moss and Associates has joined and partnered with several local, state and federal occupational safety and health agencies to include OSHA and Voluntary Compliance Agencies. These partnerships allow for said agencies to perform non-compliance inspections of projects. Subcontractors may be exposed to these non-compliance inspections and are required to fully support the efforts of Moss and Associates.

MINIMUM SAFETY RULES FOR MOSS and ASSOCIATE PROJECTS

All Employees have a Safety Responsibility to themselves and to fellow workers around them. These Safety Rules apply to all employees while on a Moss & Associates project. Additional rules may be established as the project progresses and conditions change. **The Subcontractors' Safety Representative/Foreman shall review with their workers the below listed "Minimum Safety Rules" prior to commencing work on the Project and/or at the time of hire.**

Report unsafe conditions or unsafe acts immediately to your supervisor and/or to Moss and Associates for correction.

Immediately report all injuries regardless of how slight to your supervisor and to Moss & Associates.

Horseplay and harassment of any kind is prohibited. Sexual harassment will not be tolerated!

Hard Hats shall be worn by everyone on the job at all times except when otherwise instructed by the Project Superintendent. Hats, caps, including baseball style hats are not permitted to be worn under hard hats.

Sturdy, heavy-duty work shoes are required. Tennis style (sneakers), canvas and loafer type shoes are not permitted.

Work gloves that match the hazard, shall be worn where the work subjects hands to lacerations, puncturing, or burns such as; handling rebar, glass, steel, duct work, or when handling chemicals, etc.

Eye protection that match the hazard, shall be worn when sledging, hammering, sawing, etc. on surfaces to include, wood, metal, concrete, fiber board, etc. Eye protection, that matches the hazard is also required when chipping, welding, burning, cutting, grinding, working in dusty places, handling of acids and chemicals, or other operations where eye injuries may result or a person is exposed to these conditions.

Hearing protection that matches the hazard, in the form of earmuffs or approved earplugs, will be required on all high-noise level jobs. Cotton, paper or other materials that are not designed for the ear are not permitted.

Shirts (with 4" sleeves) are to be worn by all employees at all times. Tank Tops are not permitted.

Long pants shall be worn at all times. No shorts, loose or baggy clothing such as skirts, dresses, or "sweat" type pants, shall be permitted.

Use of gasoline is prohibited for cleaning equipment or tools or for starting fires. Gasoline may be transported only in approved safety containers. Gasoline engines must be shut off when refueling. Plastic fuel containers are prohibited. All fuel containers must be marked with the appropriate contents.

All areas where "hot work" is occurring shall have fire extinguishers immediately located in that area and at all refueling areas. A watch person shall be utilized where hot work occurs above/over an area that has restricted views.

Welding operations shall be screened to prevent exposure to surrounding employees and to the public.

"No Smoking" rules must be observed in posted areas. There will be no smoking inside enclosed buildings.

Tampering with or unauthorized removal of fire extinguishers from assigned locations is prohibited.

Riding of any construction equipment other than on a manufactured seat is prohibited. Riding on forks, buckets, back of pick up trucks, etc. is prohibited.

Seat Belts shall be worn in all moving equipment when so equipped. This includes backhoes, loaders, rollers, etc.

Cranes, backhoes or other equipment with booms must be operated with caution around power lines. Equipment shall be maintained a minimum of 10 feet away from all power lines less than 50kv or 10 feet plus 0.4 inches for every 1kv above 50kv.

No employee shall work under lifted loads. Equipment operators shall avoid carrying loads over employees. Tag lines shall be utilized at all times when picking loads with cranes.

Red - Danger Tape, and Yellow - Caution Tape, shall be respected at all times. Removal of tape from an area shall be performed by the person/subcontractor who installed it.

No employee shall operate any machinery, equipment or tool unless he has been properly/formally instructed in its use and is thoroughly familiar with all details of its operation. This includes boom lifts, scissor lifts, etc.

Do not go up or down a ladder without the free use of both hands. If material or tools have to be handled, use a rope to lift/lower them. Always face the ladder at the landing. Never use a stepladder as a straight ladder. Buckets are not permissible as ladders.

All Machine Guards shall be kept in place while machinery is in operation. All Guards are to be promptly replaced after any repair work that necessitated the removal of a guard is conducted. All wire brushes and grinding wheels shall be protected by guards at all times.

Hand Tools shall not be used for any other purpose than that intended. All damaged tools or worn parts should be removed from service.

Extension cords shall be a minimum of 14 gauge and be inspected daily for damage. All damaged or frayed cords shall be immediately removed from service.

Electric power operated tools shall be properly grounded before being put into operation. All electrical tools shall be operated on a GFCI. Where a GFCI is not available, each trade shall be responsible for supplying their own portable GFCI protection.

Acetylene, oxygen or other gas cylinders are to be stored in an upright position and secured by tying or blocking into position.

No employee shall remove a cover or alter a temporary guardrail, handrail or floor opening cover without specific permission. Guardrails that have been permitted to be removed shall be immediately replaced upon completion of work and/or upon vacating the area.

Employees are not permitted to use or possess any intoxicants or drugs on this project or to be under the influence of any intoxicants or drugs while on the job. Any employee found intoxicated or under the influence of drugs while on the project shall be immediately removed from the project on a permanent basis.

Tools, equipment, machinery and work areas are to be maintained in a clean and safe manner at all times.

Nails are to be immediately removed or returned into the surface from disassembled lumber as the lumber is stripped.

Fall protection is required when an exposure to a lower level is six (6) feet or greater in height.

No employee shall work on scaffolding higher than six (6) feet without proper guardrails, toe boards and proper flooring except when proper precautions, such as lifelines with harnesses, barricades, etc. have otherwise been made. All scaffolding is to be cross-braced on both sides at every stage and have base plates (even on solid foundations) or lockable casters on clean and level surfaces. All scaffold structure and brace members shall be free of defects. A minimum of an eighteen (18') inch wide platform shall be utilized when erecting scaffolding/shoring.

Unstable objects such as barrels, boxes, buckets, loose bricks or concrete blocks shall not be used to support scaffolding or planks or be utilized as individual work platforms.

Explosives and detonators are to be handled by authorized employees only.

Good Housekeeping practices are required of all employees. Continuous and daily clean-up is required at all times.

Common sense, health and sanitation rules must be observed for the welfare and consideration of other employees.

Glass bottles are not permitted on the Jobsite.

Music radios of any kind; "boom boxes, personal radios, headsets, MP3 Players, etc., are not permitted on site.

VIOLATION OF THESE OR OTHER RULES OF THIS PROJECT MAY BE CAUSE FOR IMMEDIATE REMOVAL FROM THE PROJECT.

MOSS and ASSOCIATES

**POLICY ON
ILLEGAL DRUGS, SUBSTANCES
AND
PROHIBITED ITEMS**

To help insure a Safe, Healthy, Efficient and Productive working Environment, Moss & Associates, (hereinafter referred to as "Company") has adopted a policy to prohibit the use, possession, sale, distribution, concealment and transportation of any prohibited item and substance on Company Property as defined in the following Drug, Alcohol and Other Prohibited Items Policy. The Policy enforcement program involves reasonable searches of all persons, their personal effects, including vehicles, bags, etc., while working or present on the project.

Attached is a Subcontractor/Supplier Employee Acknowledgment Form to be signed and returned by all Subcontractors/Suppliers by a company executive. Each Subcontractor is responsible for informing their employees that this Policy is in effect. New employees shall be informed of this Policy at time of employment on the project.

POLICY

In order to assist in maintaining a Safe, Healthy Working Environment for all Employees, to protect Company Property and assets, and to insure efficient operations, Company has established a policy regarding illegal drugs, substances and prohibited items.

COMPANY PROPERTY/PREMISES

For purposes of this Policy, the terms "Company Property" or "Company Premises" are used in their broadest sense and include all property, facilities, land, offices, living quarters, buildings, structures, fixtures, installations, trailers, bags, tool boxes, equipment, boats, vessels, barges, aircraft, automobiles, trucks, all other vehicles, and parking areas, whether owned, leased, used or under the control of a customer, or to and from those locations while in the course and scope of Company Employment.

PROHIBITED ITEMS

The use of, possession, promotion or sale of the following items or substances are strictly prohibited and are grounds for dismissal:

1. Illegal Drugs and/or Controlled Substances
2. Unauthorized Alcoholic Beverages
3. Firearms, Weapons, Explosives and Munitions
4. Unauthorized Prescription Drugs

The company reserves the right to have its Company Physician/Medical Review Officer determine if a Prescription Drug or Medication produces hazardous effects and may restrict the use of the Prescribed Drug or Medication accordingly. This may also include restricting the Employee's Work Activity.

SEARCHES AND INSPECTIONS

Moss and Associates reserves the right, at all times, to have Company Supervisors or authorized Search and Inspection Specialists conduct searches and inspections of employees, Subcontractors' employees, their persons, clothing, vehicles, tool boxes and possessions, for the purpose of determining if such employees or Subcontractors' employees are in possession of, using, or concealing any of the items and/or substances prohibited by this Policy.

The Company Supervisor has the right to conduct on-the-spot searches and inspections of employees and their personal effects as described above if they have a "Reasonable Suspicion" that employees are in direct violation of any part of this Policy.

All searches and inspections conducted by outside authorized specialists will be in the presence of Company Supervision.

Searches, inspections and testing may be conducted/required from time to time without prior announcement. Searches will be performed with concern for personal privacy of each employee.

No employee search, urine drug screen or inspection will be conducted without written consent; however, employees who refuse to submit to a search, urine drug screen, blood or plasma sampling, inspection, or is found in possession, use or transportation of any illegal substance, contraband, company property, or any of the above mentioned drugs and unauthorized items, will be considered in violation of this Policy.

Illegal substances, drugs, and unauthorized items discovered through searches and inspections may result in the proper law enforcement authorities being advised in this regard.

TESTING

Urine drug screen test or blood and plasma tests shall be conducted under the following circumstances:

1. Pre-employment examinations
2. Compliance with Contractual Agreements
3. When an employee's Supervisor has a reasonable suspicion* that an employee is intoxicated, using or under the influence** of drugs and alcohol
4. Part of an overall search and inspection of an employee's or other person's work area or location of employment (announced or unannounced)
5. Whenever an employee has caused, contributed to, or has been involved in an accident or near miss while at work.

PENALTIES FOR VIOLATING POLICY

Any employee found using, possessing, selling, distributing, concealing or transporting any of these items or substances prohibited by this Policy or who refuses to submit to a search, urine and/or blood analysis, or other detection procedure will be considered in violation of this Policy, will be removed from Company Property and banned from the project.

Any employee who, as a result of drug testing and screening, is found to have detectable levels or identifiable trace quantities of a Prohibited Drug or Substance in his or her system, regardless of when or where the Drug or Substance entered that person's system, will be considered in violation of this Policy, and will be removed from Company Property and banned from the project.

All Subcontractors, Subcontractor employees, Supplier Personnel and other third parties on Company Property will be subject to this Policy. Any such individual found in violation of this Policy, or who refuses to submit to a search, urine and/or blood analysis, or other detection procedure will be considered in violation of this policy, and will be removed from Company Property and banned from the project. Violation of this Policy by Subcontractor or Supplier Employees may result in the Subcontractor or Supplier losing the right to do business with the Company.

FOR THE PURPOSES OF THIS POLICY:

- * "Reasonable Suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent Supervisor to suspect that the employee, or other person, is using a Prohibited Drug, Alcohol or Substance.
- ** "Under the Influence" is the presence of an illegal or Prohibited Drug, Alcohol or Substance found in the body fluids at levels of detection above the lowest cut-off level as established by the analytical methods used by the testing laboratory. Also, it means that

STANDARD FORM SUBCONTRACT (PUBLIC)
REVISED: 11/12/04

the employee, or other individual, is affected by a Drug, Alcohol or Prohibited Substance, either singularly or in combination, in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

Acknowledgment of Safety, Health and Environmental Regulations and Policy on Drugs, Alcohol and Other Prohibited Items

1. I am familiar with the Safety Guidelines for my trade and this project.
2. I have received and/or reviewed and/or been advised of and understand the Moss and Associates Policy on Illegal Drugs, Alcohol and Prohibited Items.
3. I have been advised of and understand that failure to comply with the Safety Health and Environmental Regulations on the Moss and Associates Project and Policy on Illegal Drugs, Alcohol and Prohibited Items could result in dismissal from this Project. Any willful or deliberate violation of Safety, Health and Environmental Regulations or other established Company Policies may result in dismissal from this Project.
4. I understand all of the Requirements asked of me and was given an opportunity to ask any questions.
5. As the company representative, I will inform all of our employees of the aforementioned policies and regulations.

I understand that Moss & Associates intent in establishing rigid Safety, Health and Environmental Regulations and a Policy On Illegal Drugs, Alcohol and other Prohibited Items is necessary to ensure a safe, healthy and productive work environment for employees and others while on company property, to protect company property and assets, to assure efficient operations, and is in no way meant to be used in a discriminatory capacity. I further indicate by my signature below that I fully understand all that is expected of me with regard to the aforementioned policies and agree to abide by all of Moss and Associates Policies and all other applicable Safety, Health and Environmental Regulations while on this project. I will also ensure all of my employees are made aware of the policies and procedures of Exhibit I.

A machine copy of this Acknowledgement Form shall have the same force and effect as the original.

Signature of Company Representative

Witness Signature

Printed Name

Printed Name

Date

Date

Note: This form is to be completed by an Officer/Executive of the Subcontractor

DRUG TESTING CONSENT AND RELEASE OF RESULTS AND WORK INJURY RELATED MEDICAL RECORDS

I _____, understand that Moss and Associates has implemented a post accident/post incident drug testing policy which requires me to submit to testing for the presence of drugs and/or alcohol when I have contributed to or been a part of an accident/incident during the course of my employment on the project where there is personal injury to myself, injury to a fellow employee(s), injury to a third party or the general public unrelated to the project or property damage on or off the project. I understand that submission to such testing is a condition to my ability to work at the project and refusal to submit to such testing may result in disciplinary action including discharge from the site. My refusal to submit to the drug or alcohol test or a positive test result may result in suspension of workers compensation benefits pursuant to F.S. 440.102, 440.09, or other applicable State or Federal law. Additionally, I expressly agree that any act or omission on my part intended to adulterate or otherwise affect the accuracy and/or outcome of a requested drug test shall constitute a knowing and intentional refusal to submit to said test. I also agree to report any on the job injury to my supervisor, employer and Moss and Associates immediately on the day that the injury occurs. I understand that my failure to report my on the job injury to my supervisor, employer and Moss and Associates the same day it occurs shall constitute a knowing refusal to submit to a post accident drug test unless there was no reasonable means by which I could have reported said injury under the circumstances.

Furthermore, in the event I am incapacitated as a result of an on the job injury and I am unable to give my consent to drug testing, this document shall serve as my express consent to request said testing from a medical or other qualified testing facility, hospital or provider and serve as express consent for my urine, blood, hair, or other bodily samples to be tested for the presence of drugs or alcohol. I expressly agree to undergo such testing and hold my employer, Moss and Associates, the insurance carrier, agents, attorneys and the drug testing facility or hospital including but not limited to it's employee's, contracted physicians or staff, owners, officers, physicians, lab techs, or nurses harmless for any claims in law or equity including but not limited to invasion of privacy, stemming from said drug and alcohol test or release of resulting results or related records.

I also expressly agree to release, and this document shall constitute an express release, of all drug and alcohol test results, notes, as well as any medical records relating to my on the job injury which may result from treatment of medical providers including but not limited to any emergency room, hospital, doctor, chiropractor, therapist or psychiatrist. Said documents and drug test results may be released to the insurance carrier for the project, my employer or their representatives, officers, insurance carrier/adjuster or attorneys.

This document also gives my express release for this information to the listed parties to be used in defense of any claims for unemployment or workers compensation, personal injury, or other actions in law or equity which may be brought by me or on my behalf.

The release for my consent to submit to drug testing shall be valid as long as I am working at the project site. The consent for release of drug testing information and medical records shall be valid for 1 (one) year following such date.

I have read this document and expressly agree to the terms and conditions contained herein. I have signed this release freely and without duress.

Signature: _____ Date: _____

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 06/10/10 REQUESTED BY: Mike McPherson/ PHONE: 233-0278
Charles Frazier FAX: 233-0270

PROJECT TITLE: PBC Jail Expansion Program II PROJECT NO.: 06213
(Video Visitation)

ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#:

REQUESTED AMOUNT: \$1,932,326.53 DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: At&T AT&T

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Phase 3B work for Video Visitation

CONSTRUCTION	<u>\$1,932,326.53</u>
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Construction Phase)	_____
MISC. (permits, prints, advertising, etcetera)	_____
TOTAL	<u>\$1,932,326.53</u>

* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3053 DEPT: 411 UNIT: B362 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEES YES NO

BAS APPROVED BY: [Signature] DATE: 6-10-10

ENCUMBRANCE NUMBER: 061010-935