

**TAB 1: FORM APPLICATION FOR PAYMENT**  
**Billing and Preliminary Information**

«Project\_Name»  
Project #«Project\_Number»

**In order to minimize the possible rejection and/or delay in processing your Application for Progress Payment, Subcontractor must adhere to the payment provisions set forth in Article 7 of the Subcontract and the following requirements:**

**1. MAIL INVOICES (APPLICATION FOR PROGRESS PAYMENT) AND PRELIMINARY NOTICES TO:**

**1.1** KCS WEST, INC.  
250 East 1st Street, Suite 600  
Los Angeles, CA 90012  
Attn: «Project\_Manager», Project Manager/«Project\_Secretary», Project Admin.

**2. PROGRESS BILLINGS:**

**2.1** «Subcontractor» must submit a written “Application for Progress Payment” (on the form provided) by the 20<sup>th</sup> calendar day of each month. The Application for Progress Payment must project cost through the end of the month. If applications are not received on time, KCS WEST, INC. will hold the application and payment until the following month.

**2.2** All information requested on the Application for Progress Payment Form must be completely filled in by Subcontractor and signed by corporate officer attesting to its accuracy in order to avoid delays in processing (see attached form). KCS West will provide the following to Subcontractor:

2.2.1 Subcontract number

2.2.2 Project Name

2.2.3 Project number

2.2.4 Activity number

2.2.5 Vendor number

**2.3** If Subcontractor is subject to a collective bargaining agreement, Subcontractor must also submit certified payroll records as required per Sections D.2 and D.3 of Exhibit 3 as part of its monthly Application for Progress Payment.

**3. SUBCONTRACTOR’S RELEASE OF LIENS AND STOP PAYMENT NOTICES:**

**3.1** Original California State waiver and release forms executed by the subcontractor addressed to the Owner of the real property and KCS WEST, INC. dated through the last day of the Application for Progress (or Final) Payment. Conditional and Unconditional Waiver and Release forms in compliance with California Civil Code sections 8132, 8134, 8136 and 8138 are available in Tab 2 of the KCS Project Manual. Releases should be submitted as follows:

3.1.1 Conditional Waiver and Release on Progress Payment.

3.1.2 Unconditional Waiver and Release on Progress Payment are required after every monthly progress payment.

3.1.3 Conditional Waiver and Release on Final Payment (100% complete).

3.1.4 Unconditional Waiver and Release on Final Payment is required with the Final Billing Application. Invoices will not be processed without original releases. Final payment (retention) is contingent upon receipt of an original Unconditional Waiver and Release on Final Payment from each supplier and/or subcontractor.

#### 4. TIER-SUBCONTRACTORS' AND SUPPLIERS' RELEASES:

4.1 In addition to Subcontractor's waiver and release under Section 3.1, Subcontractor will submit waivers and releases for all tier-subcontractors and suppliers with each application in compliance with Sections 3.1.1 through 3.1.4 as applicable. All fully executed original, waiver and releases must be addressed to the Owner of the real property and KCS WEST, INC. The release must include an authorized signature, title and be dated the last day of the application period.

#### 5. CHANGE ORDERS:

5.1 All Change Order requests must comply with Article 6 and Exhibit 7 of the Subcontract. Only those Change Orders that have been fully executed by both parties may be included in the Application for Progress Payment.

#### 6. 20-DAY PRELIMINARY NOTICE INFORMATION:

6.1 Subcontractor must provide the following information to all tier-subcontractors and suppliers.

<b>Project</b>	«Project_Name» «Project_Address» «Project_City», «Project_State» «Project_Zip_Code»
<b>Owner:</b>	«Owner_Name» «Owner_Address» «Owner_City», «Owner_State» «Owner_Zip_Code»
<b>Lender:</b> Provide lender's information if Project is being financed or state N/A.	«Lendor»
<b>Contractor:</b>	KCS WEST, INC. 250 East 1st Street, Suite 600 Los Angeles, CA 90012 Phone: (323) 269-0020 – Fax (213) 972-4076

**REQUEST AND CERTIFICATION FOR PAYMENT**

TO: **KCS WEST, INC.**  
 LOS ANGELES BRANCH OFFICE  
 250 East 1st Street, Suite 600  
 Los Angeles, CA 90012

KCS WEST, INC.  
 CONTRACT NO.:  
 KCS WEST, INC.  
 PROJECT NAME:  
 KCS WEST, INC.  
 PROJECT CODE:  
 KCS WEST, INC.  
 ACTIVITY NO.:  
 KCS WEST, INC.  
 VENDOR NO.:  
 UNION SUB

«Contract\_Number» APPLICATION NO.:  
 .....  
 «Project\_Name» .....  
 .....  
 «Project\_Number» INVOICE NO.:  
 .....  
 .....  
 «Activity» .....  
 .....  
 «Vendor» .....  
 .....  
 Certified Payroll Req.'d

FROM (APPLICANT): «Subcontractor»  
 (Name & Address) «Address»  
 .....  
 «City», «State» «Zip\_Code»  
 .....

CONTRACT FOR: [«Trade»] Phone [«Phone»] Fax [«Fax»]

BILLING PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**APPLICANT'S REQUEST FOR PAYMENT**

EXECUTED CHANGE ORDER SUMMARY			
NUMBER	AMOUNT	NUMBER	AMOUNT

Net change by Change Orders \$

The undersigned Applicant certifies that the portion of the Work covered by this Application for Payment has been completed in accordance with the Contract Documents as defined in the Subcontract, that all amounts have been paid by the Applicant for which previous Certificates for Payment were issued and payments received from KCS WEST, INC., and that current payment requested on this Payment Application is now due.

APPLICANT: «Subcontractor»

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 [insert name, title]

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

- 1. ORIGINAL SUBCONTRACT PRICE \$
- 2. Net change by executed Change Orders \$
- 3. REVISED SUBCONTRACT PRICE \$
- 4. TOTAL WORK COMPLETED TO DATE \$
- 5. RETENTION: 10 % \$
- 6. TOTAL EARNED LESS RETENTION \$  
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$  
 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$
- 9. BALANCE TO FINISH WORK, PLUS RETENTION \$  
 (Line 3 less line 6)

HOLD FOR OWNER PAYMENT OF  
 APP. # \_\_\_\_\_ Amount Certified \$ \_\_\_\_\_

KCS WEST, INC. IN-HOUSE USE ONLY

ACCNT  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

OPM/VP:  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PX/SPM:  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PM  
 BY  
 DATE

CONTINUATION SHEET

Applicant's signed Certification is attached.

KCS WEST, INC. CONTRACT NO.: «Contract\_Number»

KCS WEST, INC. PROJECT NAME: «Project\_Name»

KCS WEST, INC. PROJECT CODE: «Project\_Number»

Use Column H for Subcontracts where variable retention for line items may apply

ACTIVITY NO.: «Activity»

VENDOR CODE: «Vendor»

APPLICATION NO.:

INVOICE NO.:

BILLING PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

«Subcontractor»

«Address»

«City», «State» «Zip\_Code»

Phone [«Phone»] Fax [«Fax»]

A ITEM NO.	B DESCRIPTION	C SCHEDULED VALUE	D PREVIOUS WORK COMPLETED	E WORK COMPLETED THIS PERIOD	F WORK COMPLETED TO DATE (D+E)      % RETENTION	
1	BASE SUBCONTRACT: (BREAKDOWN)					
	<b>Total Base Subcontract Price:</b>					
2.	EXECUTED CHANGE ORDERS:					
	<b>Total Change Orders</b>					
	<b>GRAND TOTAL (Base Subcontract Price + Change Orders)</b>					



## TAB 1-A: JOINT CHECK AGREEMENT

This Joint Check Agreement (“Agreement”) is entered into as of [insert date] by and among KCS West, Inc. (“Contractor”) located at 901 Corporate Center Drive, 3rd Floor, Monterey Park, CA 91754, [«Subcontractor»] (“Subcontractor”) located at [«Address», «City», «State» «Zip\_Code»], and [insert name of tier-subcontractor] (“Tier-Subcontractor”) located at [insert address] regarding joint check payment on the [«Project\_Name»] (“Project”). The parties to this Agreement may be collectively referred to as the Parties.

1. The Parties acknowledge that the Project is being constructed by Contractor through written agreement with [«Owner\_Name»] dated [«OwnerContractDate»] (“Contract”). Tier-Subcontractor and Subcontractor further acknowledge that Contractor has entered into a subcontract with Subcontractor dated [«Month\_Issued» «Day\_Issued», «Year\_Issued»] for performance of the [«Trade»] for the Project (“Subcontract”), and Subcontractor entered into a tier-subcontract with Tier Subcontractor for certain labor and materials associated with portions of the work to be performed under Subcontract (“Tier-Subcontract”).

2. The Parties agree that Contractor is in privity of contract with Subcontractor and not Tier-Subcontractor, and that Contractor is entering into this Agreement solely as an accommodation to Subcontractor and Tier-Subcontractor. By execution of this Agreement, Contractor is neither making any assurance of payment to Tier-Subcontractor for labor, services, materials, and equipment provided to the Project on behalf of Subcontractor under the Tier-Subcontract, nor entering into a contractual relationship with Tier-Subcontractor, either express or implied, or through a third party beneficiary relationship. Contractor’s willingness to enter into this Agreement and make any payment(s) is limited by the terms and conditions of the Subcontract. Subcontractor and Tier-Subcontractor therefore expressly acknowledge and agree that obligation for payment to Tier-Subcontractor for any labor, materials, services, or equipment provided by Tier-Subcontractor for the Project rests solely with Subcontractor and not with Contractor.

3. The Parties agree that any invoices rendered by Tier-Subcontractor to Subcontractor for materials or equipment used for this Project or labor and services provided may be paid by negotiable joint check drawn by Contractor and made payable to Tier-Subcontractor and Subcontractor in the amount of the unpaid invoice(s) up to, but not exceeding, the amount due to Subcontractor for said work or services per the Subcontract. All joint check payments will be made in accordance with the terms and conditions of the Subcontract. Should Subcontractor refuse to endorse any joint check issued on behalf of Tier-Subcontractor, Subcontractor agrees that Contractor may issue a single party check payable to Tier-Subcontractor for amounts due and owing and deduct said amounts from any outstanding balance due and owing to Subcontractor for that portion of labor, materials, services or work performed..

4. The Parties acknowledge that the sole purpose of this Agreement is to provide for direct payment to Tier-Subcontractor for labor, materials, equipment and services properly performed in connection with this Project, subject to any terms and conditions of the Subcontract. This Agreement does not constitute an assignment of funds, and except to the extent of payment(s) actually received by either joint check or direct payment, the execution of this Agreement does not impair any mechanic’s lien, stop payment notice or other rights or remedies that Tier-Subcontractor may have with respect to this Project.



5. Prior to receipt of payment, Subcontractor and Tier-Subcontractor will provide conditional waivers and releases for the amount of the payment pursuant to California Civil Code section 8132 and an unconditional waiver and release for all prior payments received under Section 8134. To the extent that payment constitutes final payment, Subcontractor and Tier-Subcontractor will provide conditional waivers and releases for the amount of final payment pursuant to California Civil Code section 8136 and an unconditional waiver and release once the check(s) has cleared per Section 8138. If payment only constitutes final payment for one party but not the other, then the Subcontractor and Tier-Subcontractor will submit the appropriate conditional and unconditional waiver and release forms based on each party's particular circumstance and in compliance with California law.

6. Subcontractor and Tier-Subcontractor certify that no payments to Subcontractor or Tier-Subcontractor will be applied against any other invoices or accounts except for those specific invoices submitted in relation to this Project.

This Agreement is executed as of the date first written above.

<b>Contractor</b>	<b>Subcontractor</b>	<b>Tier-Subcontract</b>
By: _____ Larry Atwater, V.P.	By: _____ [insert name, title]	By: _____ [insert name, title]



## TAB 1-B: JOINT CHECK AGREEMENT

This Joint Check Agreement (“Agreement”) is entered into as of [insert date] by and among KCS West, Inc. (“Contractor”) located at 901 Corporate Center Drive, 3rd Floor, Monterey Park, CA 91754, [«Subcontractor»] (“Subcontractor”) located at [«Address», «City», «Owner\_State» «Zip\_Code»], and [insert name of supplier] (“Supplier”) located at [insert address] regarding joint check payment on the [«Project\_Name»] (“Project”). The parties to this Agreement may be collectively referred to as the Parties.

1. The Parties acknowledge that the Project is being constructed by Contractor through written agreement with [«Owner\_Name»] dated [«OwnerContractDate»] (“Contract”). Tier-Subcontractor and Supplier further acknowledge that Contractor has entered into a subcontract with Subcontractor dated [«Month\_Issued» «Day\_Issued», «Year\_Issued»] for performance of the [«Trade»] for the Project (“Subcontract”), and Subcontractor procured [insert materials and equipment] (“Goods”) from Supplier in connection with Subcontractor’s work on this Project.
2. The Parties agree that Contractor is in privity of contract with Subcontractor and not Supplier, and that Contractor is entering into this Agreement solely as an accommodation to Subcontractor and Supplier. By execution of this Agreement, Contractor is neither making any assurance of payment to Supplier for Goods provided to Subcontractor for the Project, nor entering into a contractual relationship with Supplier, either express or implied, or through a third party beneficiary relationship. Contractor’s willingness to enter into this Agreement and make any payment(s) is limited by the terms and conditions of the Subcontract. Subcontractor and Supplier therefore expressly acknowledge and agree that obligation for payment to Supplier for any Goods provided by Supplier for the Project rests solely with Subcontractor and not with Contractor.
3. The Parties agree that any invoices rendered by Supplier to Subcontractor for Goods used for this Project may be paid by negotiable joint check drawn by Contractor and made payable to Supplier and Subcontractor in the amount of the unpaid invoice(s) up to, but not exceeding, the amount due to Subcontractor for the Goods per the Subcontract. All joint check payments will be made in accordance with the terms and conditions of the Subcontract. Should Subcontractor refuse to endorse any joint check issued on behalf of Supplier, Subcontractor agrees that Contractor may issue a single party check payable to Supplier for amounts due and owing and deduct said amounts from any outstanding balance due and owing to Subcontractor for that portion of Subcontractor’s work.
4. The Parties acknowledge that the sole purpose of this Agreement is to provide for direct payment to Supplier for Goods provided in connection with this Project, subject to any terms and conditions of the Subcontract. This Agreement does not constitute an assignment of funds, and except to the extent of payment(s) actually received by either joint check or direct payment, the execution of this Agreement does not impair any mechanic’s lien, stop payment notice or other rights or remedies that Supplier may have with respect to this Project.
5. Prior to receipt of payment, Subcontractor and Supplier will provide conditional waivers and releases for the amount of the payment pursuant to California Civil Code section 8132 and



an unconditional waiver and release for all prior payments received under Section 8134. To the extent that payment constitutes final payment, Subcontractor and Supplier will provide conditional waivers and releases for the amount of final payment pursuant to California Civil Code section 8136 and an unconditional waiver and release once the check(s) has cleared per Section 8138. If payment only constitutes final payment for one party but not the other, then the Subcontractor and Supplier will submit the appropriate conditional and unconditional waiver and release forms based on each party's particular circumstance and in compliance with California law.

6. Subcontractor and Supplier certify that no payments to Subcontractor or Supplier will be applied against any other invoices or accounts except for those specific invoices submitted in relation to this Project.

This Agreement is executed as of the date first written above.

<b>Contractor</b>	<b>Subcontractor</b>	<b>Supplier</b>
By: _____ Larry Atwater, V.P.	By: _____ [insert name, title]	By: _____ [insert name, title]



## TAB 2: CALIFORNIA LIEN WAIVERS AND RELEASES

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**  
(CA CIVIL CODE §8132)

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information:**

Name of Claimant:            «Subcontractor»  
Name of Customer:            KCS WEST, INC.  
  «Project\_Address», «Project\_City», «Project\_State»  
Job Location:                 «Project\_Zip\_Code»  
Owner:                         «Owner\_Name»  
Through Date:                 \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:             \_\_\_\_\_

Amount of Check:     \$     \_\_\_\_\_

Check Payable to:         \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions;
- (2) Extras for which the claimant has not received payment;
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s):   \$ \_\_\_\_\_
- (4) Contract rights, including:
  - (A) a right based on rescission, abandonment, or breach of contract; and
  - (B) the right to recover compensation for work not compensated by the payment.

**SIGNATURE**

Claimant's  
Signature:                    \_\_\_\_\_

Claimant's Title:            \_\_\_\_\_

Date of \_\_\_\_\_  
Signature: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**  
(CA CIVIL CODE §8134)

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

**Identifying Information:**

Name of Claimant:    «Subcontractor» \_\_\_\_\_  
Name of Customer:    KCS WEST, INC. \_\_\_\_\_  
Job Location:        «Project\_Address», «Project\_City» «Project\_State»  
                          «Project\_Zip\_Code» \_\_\_\_\_  
Owner:                «Owner\_Name» \_\_\_\_\_  
Through Date:        \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions;
- (2) Extras for which the claimant has not received payment;
- (3) Contract rights, including:
  - (A) a right based on rescission, abandonment, or breach of contract, and
  - (B) the right to recover compensation for work not compensated by the payment.

**SIGNATURE**

Claimant's  
Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of  
Signature: \_\_\_\_\_



**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**  
(CA CIVIL CODE §8136)

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information:**

Name of Claimant:     «Subcontractor»  
Name of Customer:     KCS WEST, INC.  
Job Location:         «Project\_Address», «Project\_City» «Project\_State»  
Owner:                 «Project\_Zip\_Code»  
                           «Owner\_Name»

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:       KCS WEST, INC.  
Amount of  
Check:                 \$ \_\_\_\_\_  
Check Payable  
to:                     \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

Disputed claims for extras in the                 \$ \_\_\_\_\_  
amount of:

**SIGNATURE**

Claimant's  
Signature:             \_\_\_\_\_  
Claimant's Title:     \_\_\_\_\_  
Date of  
Signature:             \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

(CA CIVIL CODE §8138)

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

**Identifying Information:**

Name of Claimant:      «Subcontractor»  
Name of Customer:      KCS WEST, INC.  
Job Location:            «Project\_Address», «Project\_City» «Project\_State»  
                                  «Project\_Zip\_Code»  
Owner:                    «Owner\_Name»

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

**Exceptions**

This document does not affect any of the following:

Disputed claims for extras in the                    \$ \_\_\_\_\_  
amount of:

**SIGNATURE**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**TAB 3: SUBCONTRACTOR WARRANTY FORM**

PROJECT: «Project\_Name»  
OWNER: «Owner\_Name»  
LOCATION: «Project\_Address», «Project\_City» «Project\_State» «Project\_Zip\_Code»

We, [«Subcontractor»] (“Subcontractor”), hereby guarantee that all materials, equipment and workmanship for the [«Trade»] (work”), completed under direct contract with KCS West, Inc. (“Contractor”) for the Project are in accordance with the Drawings, Specifications, and other contract documents (“Contract Documents”), applicable to the Work and as specifically defined by the terms and conditions of the general contract agreement dated [insert Effective Date] (“Contract”). Subcontractor warrants that for a period of one (1) year from the date of [insert Substantial or Final Completion] of the Project, as defined in the Contract, or within such longer period of time as may be prescribed by applicable law or by the terms of any applicable special guarantee or extended warranty required by the Contract Documents, that the Work as installed, will fulfill the requirements of the express 1 year warranty per the Contract, as well as any other guarantees included in the applicable Contract Documents.

Subcontractor agrees to repair or replace any or all Work, together with any other adjacent work that may be displaced during the repair or replacement, that is defective or deficient in materials, equipment or workmanship during the applicable warranty period without any expenses to the Owner or Contractor. Only ordinary wear and tear, improper use and maintenance, and unusual abuse are excluded from this warranty.

Subcontractor will within \_\_\_\_\_ business days' receipt of written notice from Owner or Contractor of defects, provide on-site trouble shooting service and within \_\_\_\_\_ business days' receipt of notice commence to repair or replace the same (unless a longer period is necessary due to delivery of replacement equipment or parts). If Subcontractor fails to comply with the terms and conditions of this warranty after being notified in writing by the Owner or Contractor, the Owner may repair or replace the defective Work at Subcontractor’s sole expense. Within 30 days' receipt of notice of repair, Subcontractor will reimburse Owner for all costs and expenses incurred.

Subcontractor acknowledges and agrees that Owner has an express right to enforce this warranty or to proceed to have the defect repaired and made good at Subcontractor’s sole expense should Subcontractor fail to timely do so.

The warranty provided is not in lieu of, but in addition to, any warranties or other obligations otherwise imposed by the Contract Documents and applicable law.

Signed \_\_\_\_\_  
Subcontractor

License No. \_\_\_\_\_

[Substantial/Final] Completion date: \_\_\_\_\_

**TAB 3: SUPPLIER WARRANTY FORM**

PROJECT: «Project\_Name»  
OWNER: «Owner\_Name»  
LOCATION: «Project\_Address», «Project\_City» «Project\_State» «Project\_Zip\_Code»

We, [insert name of supplier], Supplier hereby guarantee that all materials and equipment supplied for the Project on behalf of [Subcontractor "or KCS West, Inc.] in connection with [insert type of materials or equipment] ("Goods") are in accordance with the Drawings, Specifications, and other contract documents ("Contract Documents"), describing the requirements of the Goods, and as specifically defined by the terms and conditions of the general contract agreement dated [insert effective date] ("Contract"). Supplier warrants that for [a period of one (1) year from the date of [insert Substantial or Final Completion] of the Project, as defined in the Contract] or [for a period of \_\_\_\_\_ years from [insert Substantial or Final Completion] of the Project] per the Contract Documents, that the Goods as installed, will fulfill the requirements of the express warranty period.

Supplier agrees to repair or replace any or all Goods that are defective or deficient in materials, equipment during the applicable warranty period without any expenses to the Owner, Contractor or [Subcontractor, if supplier provided to sub]. Only ordinary wear and tear, improper use and maintenance, and unusual abuse are excluded from this warranty.

Supplier will within \_\_\_\_\_ business days' receipt of written notice from Owner or [Contractor or Subcontractor] of defects, provide on-site trouble shooting service and within \_\_\_\_\_ business days' receipt of notice commence to repair or replace the same (unless a longer period is necessary due to delivery of replacement equipment or parts). If Supplier fails to comply with the terms and conditions of this warranty after being notified in writing by the Owner or [Contractor or Subcontractor], the Owner may repair or replace the defective Goods at Supplier's sole expense. Within 30 days' receipt of notice of repair, Supplier will reimburse [Owner, Contractor, Subcontractor] for all costs and expenses incurred.

Supplier acknowledges and agrees that Owner [Contractor or Subcontractor] has an express right to enforce this warranty or to proceed to have the defect repaired and made good at Supplier's sole expense should Supplier fail to timely do so.

The warranty provided is not in lieu of, but in addition to, any warranties or other obligations otherwise imposed by the Contract Documents and applicable law.

Signed \_\_\_\_\_  
Supplier

Countersigned by \_\_\_\_\_  
[Contractor or Subcontractor]

[Substantial/Final] Completion date: \_\_\_\_\_



Bond No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

#### TAB 4: SUBCONTRACTOR'S PERFORMANCE BOND

**KNOW BY ALL MEN BY THESE PRESENTS**, that [«Subcontractor»] as Principal, ("Subcontractor"), and \_\_\_\_\_ as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ and \_\_\_\_\_ authorized to do business in the State of California ("Surety"), are bound unto KCS WEST, INC., a Delaware corporation, with its principal place of business at 250 East 1st Street, Suite 600, Los Angeles, CA 90012 ("Obligee"), in the sum of [«Base\_Contract\_Words»] Dollars and no cents, the sum being not less than 100% of the total amount of the Work, for payment of which Subcontractor and Surety jointly and severally bind themselves, and their respective heirs, administrators, executors, successors and assigns, firmly by these presents.

#### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

**WHEREAS**, Subcontractor has entered into a subcontract by written agreement dated [«Month\_Issued» «Day\_Issued», «Year\_Issued»] ("Subcontract") with Obligee for the performance of [«Trade»] work ("Work") that is part of the prime contract between Obligee and [«Owner\_Name»] ("Contract") for the construction of «Project\_Name» at [«Project\_Address», «Project\_City», «Project\_State» «Project\_Zip\_Code»] ("Project") by which Subcontract is by this reference made a part of said Contract.

**WHEREAS**, Subcontractor's Work is to be performed in accordance with the Contract Documents for the Project as defined in the Subcontract (as amended), the terms and conditions of which are expressly incorporated herein by reference.

**WHEREAS**, Subcontractor is required under the terms and conditions of the Subcontract to furnish a bond for the faithful performance of its Work in accordance with the Contract Documents, as may be amended through Change Order.

**NOW, THEREFORE**, if the Subcontractor, or its heirs, executors, administrators, successors, or assigns approved by Contractor, promptly and faithfully perform and fulfill the covenants, conditions and agreements set forth in the Contract Documents and any alteration made in the Work as provided by the Contract Documents, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and will faithfully fulfill all obligations including the express warranty of all materials, equipment, and workmanship; and will indemnify and hold harmless the Obligee from all liability, cost, damage, expense and attorney's fees which it may suffer by reason of Subcontractor's failure to properly perform the Work in accordance with the Contract Documents, and fully reimburse and repay the Obligee for all expenses that Obligee incurs in rectifying or mitigating Subcontractor's default upon written notice to the Surety, including completion within the time specified and guarantees, then this obligation will be null and void; otherwise it will remain in full force and effect.

No extension of time, change, alteration, modification or addition to the Contract Documents or of the Work will release or exonerate the Surety on this bond or in any way affect the obligation of this bond; and Surety waives notice of any extension of time, change, alteration, modification, or addition.

As a condition precedent to the satisfactory completion of the Subcontract, unless otherwise provided for in the Contract Documents, the above obligation will be enforceable for a period of 1 year after [insert Substantial or Final Completion] (as defined by the Contract) of the Project, during which time if Subcontractor fails to make full, complete, and satisfactory any repair and replacements and totally protect the Contractor from loss or damage resulting from or caused by defective materials, equipment, or faulty workmanship. The obligations of Surety will continue so long as any obligation of Subcontractor remains. Nothing stated in this bond will limit the Obligee's rights or the Subcontractor's or Surety's obligations under the Contract Documents, law or equity.

**WHENEVER** Subcontractor is declared in default by the Obligee under the Contract Documents, and within 5 business days' written notice of the Subcontractor's default, the Surety will take action to remedy the default, at Obligee's option, by:

(i) promptly completing the Subcontract, through its agent or an independent contractor that is reasonably acceptable to Obligee, in accordance with its terms and conditions of the Contract Documents, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages; or

(iii) either obtaining a bid or bids for submission to the Obligee or allowing Obligee to obtain a bid or bids for completing the Subcontract in accordance with its terms and conditions, and upon determination by the Obligee and surety of the lowest responsible bidder who is reasonably acceptable to Obligee, arrange for a subcontract between such bidder and the Obligee, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Subcontract Price; but not exceeding, including other costs and damages for which the Surety may be liable. The term "balance of the Subcontract Price," as used in this paragraph, means the total amount payable by the Obligee to Subcontractor under the Subcontract as may be adjusted through executed Change Order, less the amount properly paid by Obligee to Subcontractor.

Should the Surety fail to take action to cure the Subcontractor's default within the 5 business day period, Obligee, without further written notice, will have no obligation to mitigate any liability, cost, damage, expense or attorney's fees which it may incur and may complete the Subcontractor's Work in any manner it deems expedient and pursue all other remedies available by law for breach of this bond.

Surety's obligation is independent of the obligations of any other surety for the performance of the construction work or Work on this Project, and suit may be brought against Surety and any other sureties, jointly and severally, or against any one of more of them, or against less than all of them without impairing the Obligee's rights against the others.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Obligee or its successors or assigns.

If a suit is brought upon this bond by Obligee, Surety will pay reasonable attorney's fees and costs incurred by Obligee in the suit.

Notice of claim against Surety will be provided to [insert name] or any other "Attorney-in Fact" identified on the power of attorney for [insert name of Surety] at [insert address].

**IN WITNESS WHEREOF**, the parties have caused their names and seals to be affixed hereto this [insert day] of [insert month], 20\_\_.

Subcontractor [insert name of entity]  By: _____ [insert name and title]	Surety: [insert name of surety]  By: _____ [insert name and title]
--	--

Bond must be executed by an officer of the bonding company or by a duly authorized Attorney-In-Fact. If executed by an Attorney-In-Fact, a properly notarized Power-of-Attorney from the Bonding company showing such authority must be attached hereto.

**THIS IS A REQUIRED FORM**

Any claim under this bond may be address to:

[insert name and address of surety] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, address and telephone number of agent for service of process in California]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TAB 4: SUBCONTRACTOR'S PAYMENT BOND

**KNOW BY ALL MEN BY THESE PRESENTS**, that [**«Subcontractor»**] as Principal, ("Subcontractor"), and \_\_\_\_\_ as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ and \_\_\_\_\_ authorized to do business in the State of California ("Surety"), are bound unto KCS WEST, INC., a Delaware corporation, with its principal place of business at 250 East 1st Street, Suite 600, Los Angeles, CA 90012 ("Obligee"), in the sum **«Base\_Contract\_Words»** Dollars and no cents, the sum being not less than 100% of the total amount of the Work, for payment of which Subcontractor and Surety jointly and severally bind themselves, and their respective heirs, administrators, executors, successors and assigns, firmly by these presents.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

**WHEREAS**, Subcontractor has entered into a subcontract by written agreement dated [**«Month\_Issued» «Day\_Issued», «Year\_Issued»**] ("Subcontract") with Obligee for the performance of [**«Trade»**] work ("Work") that is part of the prime contract between Obligee and [**«Owner\_Name»**] ("Contract") for the construction of [**«Project\_Name»**] at [**«Project\_Address», «Project\_City» «Project\_State» «Project\_Zip\_Code»**] ("Project") by which Subcontract is by this reference made a part of said Contract.

**NOW, THEREFORE**, if Subcontractor or any of its tier-subcontractors or suppliers fail to pay any subcontractors, laborers, or material suppliers engaged to perform all or a portion of the Work under the Subcontract or pay amounts due to union trust funds for labor performed under the Subcontract, or any amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Subcontract, or any amounts required to be deducted, withheld, and paid over to either the FUTA or SUTA from the wages of employees of the Subcontractor and its tier-subcontractors pursuant to Section 13020 of the Unemployment Insurance Code and the Federal Unemployment Tax Act with respect to Work and labor, or pay any other person or claimants recognized under the California mechanics lien or stop payment notice laws, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond (as may be adjusted through Change Order), and also will pay, in case suit is brought upon this bond, reasonable attorney's fees and costs, to be fixed by the court.

This bond will inure to the benefit of any subcontractor, laborers, material suppliers or other persons or claimants recognized under the California mechanics lien or stop payment notice laws that are entitled to make a claim so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The amount of this bond will be reduced by and to the extent of any payment or payments made in good faith hereunder.

The Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents as defined in the Subcontract, or to the Work will impair or affect its obligations and its bond. The Surety expressly waives notice of any such change, extension of time, alteration or addition.

**IN WITNESS THEREOF**, the parties have caused their names and seals to be affixed hereto this [insert day] day of [insert month], 20\_\_.

Subcontractor [insert name of entity]	Surety: [insert name of surety]
By: _____ [insert name and title]	By: _____ [insert name and title]

Bond must be executed by an officer of the bonding company or by a duly authorized Attorney-In-Fact. If executed by an Attorney-In-Fact, a properly notarized Power-of-Attorney from the Bonding company showing such authority must be attached hereto.

**THIS IS A REQUIRED FORM**

Any claim under this bond may be address to:

[insert name and address of surety] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name, address and telephone number of agent for service of process in California]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally appeared \_\_\_\_\_

\_\_\_\_\_ ,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**TAB 5: REQUEST FOR INFORMATION FORM**

Project: «Project\_Name» Issue Date: \_\_\_\_ RF# \_\_\_\_  
«Project\_Address»,  
«Project\_City» «Project\_State» «Project\_Zip\_Code»  
Spec.# \_\_\_\_\_  
Drawing # \_\_\_\_\_  
Project Code: «Project\_Number»  
TO: KCS WEST, INC. FROM: [«Subcontractor»]  
RE: \_\_\_\_\_  
ATTN: [insert name]Signature of Requestor: \_\_\_\_\_

---

***The following information is needed:***

Answer required by: \_\_\_\_\_ Signature: \_\_\_\_\_  
**REPLY:**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Distribution to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Distribution Date:

*This Request for Information and reply may affect your scope of work. Each subcontractor on the distribution list is responsible for notifying Contractor in accordance with Articles 4 and 6 if their respective scope of work is impacted. Failure to timely do so constitutes a waiver of claim.*

Cost Impact: \$ \_\_\_\_\_  Schedule Impact: Work days  No Impact \_\_\_\_\_  
COMMENTS:

Subcontractor Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



**TAB 6: REQUEST FOR SUBSTITUTION FORM**

Proposed for Project «Project Name».

By: «Subcontractor» Subcontract # «Contract Number»

DESCRIPTION OF PROPOSED CHANGE: \_\_\_\_\_  
\_\_\_\_\_

Specified in Section \_\_\_\_\_ Page \_\_\_\_\_

Substitute material (manufacturer and complete model designation):  
\_\_\_\_\_

Proposed substitution would affect the following related items that are not part of this proposal: (If none, so state)  
\_\_\_\_\_  
\_\_\_\_\_

Use of the proposed material would not delay the Project schedule.

Difference in cost if this substitution (cross out one):

(Add) (Deduct) \$ \_\_\_\_\_

Complete data on the proposed material is enclosed.

I certify that this substitution, if approved, would result in overall work equal to, or better than, Work originally indicated.

(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date)

**KCS West:** Reviewed and recommended by \_\_\_\_\_  
[«Project\_Manager»], Project Manager

**Architect:** Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ By: \_\_\_\_\_  
[insert name]

**Owner:** Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ By: \_\_\_\_\_  
[insert name]

**TAB 7: DAILY CONSTRUCTION REPORT FORM**

PROJECT: «Project Name»

PROJECT NO: «Project Number»

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

1. Subcontractor must complete and submit Daily Construction Reports (“DCR”) by the end of each Work day. The DCR should include enough detail to indicate Subcontractor’s daily manpower, Work location, and Work accomplished. DCRs must be turned into the Project superintendent by quitting time each day that Subcontractor is on the job. Forms are available at Contractor’s website at [www.kcswest.com](http://www.kcswest.com) or at the jobsite office.
2. Failure of Subcontractor to submit reports will result in withholding of payment.

SUBCONTRACTOR: «Subcontractor»

Subcontract #: «Contract Number»

EMPLOYEES ON JOB: Superintendent(s)	_____	Foremen	_____	
	Mechanics	_____	Laborers	_____
	Appren. & Helpers	_____	TOTAL	_____

Detailed Description of Work performed (what and where) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Weather: \_\_\_\_\_

Remarks:(explain any accidents, reasons for delays, etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To the Extent that Subcontractor is claiming a delay in Work, Subcontractor must provide notice of delay to Contractor under Section 5.9 and Article 4, and submit a Change Order request in accordance with Article 6 of the Subcontract attaching this DCR or the claim is waived.**

\_\_\_\_\_  
Superintendent or Foreman

**TAB 8: FIELD WORK ORDER FORM**

TO: «Subcontractor» F.W.O. No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

PROJECT: «Project Name»  
«Project Address», «Project City» «Project State» «Project Zip Code»

Project

No.: «Project Number» Subcontract No.: «Contract Number»

Subcontractor is authorized to [perform/delete] the Work outlined below. This Field Work Order does not modify any other terms and conditions of the Subcontract.

Description:

CC Reference No.:

Cost Impact:	ADD / DEDUCT/ NONE (Circle appropriate)	Schedule Impact:
<input type="checkbox"/> Firm Price:	\$ _____	<input type="checkbox"/> NO
<input type="checkbox"/> Not to Exceed:	\$ _____	<input type="checkbox"/> YES
<input type="checkbox"/> Time and Material	(Complete KCS WEST, INC. Form)	

If the Subcontract Price and/or Contract Time are impacted by this Field Work Order, Subcontractor must provide a change order request in accordance with Article 6 of the Subcontract. All such requests must comply with the requirements of Article 6 and reference this Field Work Authorization. Regardless of whether or not Subcontractor indicates a cost or schedule impact above, there will not be an adjustment is Subcontract Price or Contract Time unless a Change Order is executed in accordance with Article 6.

KCS West, Inc.  By: _____ [insert name]  Title: Project Manager  Date: _____ (Owner/Architect)	Subcontractor [insert name of Sub]  By: _____ [insert name]  Title: _____  Date: _____
By: _____  Title: _____  Date: _____	(intentionally blank)



**TAB 9A: CHANGE ORDER FORM**

<p>TO: «Subcontractor»</p>  <p><b>PROJECT:</b>   «Project_Name»                            «Project_Address»                            «Project_City», «Project_State» «Project_Zip_Code»</p>	<p><b>Date:</b>  <b>Change Order No.:</b>          PCO#:          CC#:          KCS West Project          No.:«Project_Number»          KCS West Activity Code: «Activity»          KCS West Vendor No.:«Vendor»          KCS West Subcontract          No.:«Contract_Number»</p>
--	---

The Subcontract Price, Contract Time or both are modified as follows:

	<b>\$0.00</b>
<b>Original Subcontract Price</b>	\$
Total Previous Subcontract Change Orders	-
Subcontract Price Before to this Subcontract Change Order	\$
Subcontract Price will be [increased][decreased][no change] by this Subcontract Change Order	-
<b>Revised Subcontract Price</b>	\$

**This Change Order does not have any schedule impact unless specifically stated below.**

Previous Change Order - Extension Days	0	Days
Days of Extension in this Change Order, if any.	[insert number]	Days
Total Adjusted Days of Extension	[insert number]	Days

**Not valid until signed by the Contractor and Subcontractor. Upon execution, Subcontractor is authorized to proceed with the Work.**

**Execution of this Change Order constitutes full and final settlement between Contractor and Subcontractor for adjustment to the Subcontract Price and/or Contract Time, for the Work described above. All other terms and conditions of the Subcontract remain in full force and effect.**

**ACCEPTED BY SUBCONTRACTOR:**

«Subcontractor»  
 \_\_\_\_\_  
**(COMPANY NAME)**

\_\_\_\_\_  
**(SIGNATURE)**

\_\_\_\_\_  
**(PRINTED NAME)**

\_\_\_\_\_  
**(TITLE)**

**CONTRACTOR:**

KCS West, Inc.  
 \_\_\_\_\_  
**(SIGNATURE)**

\_\_\_\_\_  
**(PRINTED NAME)**

\_\_\_\_\_  
**(TITLE)**

(DATE)

(DATE)

**TAB 9B: CLOSE-OUT CHANGE ORDER FORM**

<p><b>TO:</b> «Subcontractor»</p>   <p><b>PROJECT:</b>   «Project_Name»                            «Project_Address»                            «Project_City», «Project_State» «Project_Zip_Code»</p>	<p><b>Date:</b>  <b>Change Order No.</b></p>  <p>KCS West Project          No.:«Project_Number»          KCS West Activity Code:«Activity»          KCS West Vendor No.: «Vendor»          KCS West Subcontract          No.:«Contract_Number»</p>
---	--

SUBCONTRACTOR ACKNOWLEDGES THAT THE SUBCONTRACT PRICE SET FORTH BELOW IS THE FULL AND FINAL AMOUNT DUE AND OWING FOR FINAL PAYMENT FOR ALL WORK PERFORMED UNDER THE SUBCONTRACT TAKING INTO ACCOUNT ANY EXTENSIONS OF CONTRACT TIME.

**OR**

SUBCONTRACTOR ACKNOWLEDGES THAT THE FOLLOWING ADJUSTMENTS TO THE SUBCONTRACT PRICE AND/OR CONTRACT TIME ARE FOR CLAIMS SUBMITTED PER THE SUBCONTRACT, AND THAT THE FOLLOWING AMOUNTS SET FORTH BELOW CONSTITUTE FULL AND FINAL SETTLEMENT OF ALL CLAIMS AND CONSTITUTE FINAL PAYMENT UNDER THIS SUBCONTRACT.

[Insert description of claims resolved and amount for each based on settlement negotiations]

	<b>\$0.00</b>
Original Subcontract Price	\$ -
Total Previous Subcontract Change Orders	\$ -
Subcontract Price Before to this Subcontract Change Order	\$ -
Subcontract Price will be [increased][decreased][no change] by this Subcontract Change Order	\$ -
<b>Final Subcontract Price</b>	<b>\$ -</b>

**This Change Order does not have any schedule impact unless specifically stated below.**

Previous Change Order - Extension Days	0	Days
Days of Extension in this Change Order, if any.	[insert number]	Days
<b>Total Number of Days of Extension</b>	<b>[insert number]</b>	<b>Days</b>

**Subcontractor certifies, under penalty of perjury, that it has paid for all labor, materials and equipment provided under the Subcontract except for those amounts included in this Final Payment, and by its tier-subcontractors and suppliers in connections with this Project. Subcontractor further warrants that it has complied with the terms and conditions of the Contract Documents as described in Article 2 of the Subcontract.**

---

**Not valid until signed by the Contractor and Subcontractor.**

---

**Execution of this Change Order constitutes full and final payment to Subcontractor for all Work performed under the Subcontract and constitutes a waiver of any and all Claims arising from the Work performed in connection with this Project, whether in law or in equity.**

**ACCEPTED BY SUBCONTRACTOR:**

**CONTRACTOR:**

**KCS West, Inc.**

\_\_\_\_\_  
**(COMPANY NAME)**

\_\_\_\_\_  
**(SIGNATURE)**

\_\_\_\_\_  
**(PRINTED NAME)**

\_\_\_\_\_  
**(TITLE)**

\_\_\_\_\_  
**(DATE)**

\_\_\_\_\_  
**(SIGNATURE)**

\_\_\_\_\_  
**(PRINTED NAME)**

\_\_\_\_\_  
**(TITLE)**

\_\_\_\_\_  
**(DATE)**



**TAB 10: CONSENT OF SURETY TO FINAL PAYMENT**

**Bond No.** \_\_\_\_\_  
**KCS West Project No.** «Project Number»

<b>TO: OBLIGEE (“Contractor”)</b> KCS West, Inc. 250 East 1st Street, Suite 600 Los Angeles, CA 90012	<b>RE: PRINCIPAL (“Subcontractor”)</b> «Subcontractor» «Address» «City», «State» «Zip_Code»
--	--

In accordance with the terms and conditions of the Subcontract dated [«Month\_Issued» «Day\_Issued», «Year\_Issued»] inclusive of any modifications or executed change orders, between the Contractor and Subcontractor for performance of the [«Trade»] (“Work”) on [«Project\_Name»] (“Project”) located at [«Project\_Address», «Project\_City», «Project\_State» «Project\_Zip\_Code»], (“Surety”) [insert name of surety] located at [insert address] hereby approves final payment to the Subcontractor, and agrees that final payment to the Subcontractor does not relieve the Surety of any of its obligations to Contractor under the bond(s).

Executed this day of [insert date] by:

**Surety:**  
[insert name of surety]

By: \_\_\_\_\_  
[insert name and title]

Consent of Surety must be executed by an officer of the bonding company or by a duly authorized Attorney-In-Fact. If executed by an Attorney-In-Fact, a properly notarized Power-of-Attorney from the Bonding company showing such authority must be attached hereto.

State of California                    )  
  ) ss.

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally  
appeared \_\_\_\_\_

\_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be  
attached hereto.



**TAB 11-A: VISITOR WAIVER AND RELEASE**

This WAIVER AND RELEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ ("VISITOR" or "YOU" or "YOUR") AND KCS WEST INC., "CONTRACTOR").

VISITOR desires to access the construction site. VISITOR acknowledges that construction sites are dangerous and are not suitable for visits or inspections by persons other than construction personnel, building inspectors or similar individuals. CONTRACTOR has advised VISITOR that due to the nature of construction, the site may not be completely free of any obstacles, operating construction equipment, fall hazards, unguarded ledges or platforms, falling objects, unstable surfaces, obstructions, or other hazards which may cause injury to VISITOR, and that personal protective equipment provided to VISITOR may be inadequate to protect VISITOR from injury.

VISITOR understands that the construction site is not risk free and that he/she has been advised that if VISITOR enters the construction site now or at any time, VISITOR does so solely at his/her own risk.

VISITOR expressly waives any claim of liability—for bodily injury, damaged personal property, or any other damages or loss—caused to VISITOR as a result of visiting, entering, inspecting, or viewing the project site, and agrees that CONTRACTOR, its parent and affiliated companies, officers, directors, employees, subcontractors, and/or its insurance carriers will not be liable for such injury, loss, or damages.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) YOUR use of any equipment or facilities which may malfunction or break; (b) CONTRACTOR's negligent acts or omissions (including instruction or supervision), or (c) YOU tripping, slipping, and/or falling while on the site. VISITOR agrees to indemnify and hold CONTRACTOR harmless from any and all damage caused by any accident, injury (including death) or other harm that VISITOR may incur as a result of its project site visit.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A COMPLETE WAIVER AND RELEASE OF ALL CONTRACTOR LIABILITY. BY EXECUTING THIS VISITOR WAIVER AND RELEASE YOU ARE ASSUMING THE RISK OF ENTERING THE PROJECT SITE AND WAIVING ANY RIGHT THAT YOU MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST CONTRACTOR FOR ANY INJURY (INCLUDING DEATH), LOSS, OR DAMAGE ARISING OUT OF OR RESULTING FROM YOUR VISIT.

**KCS WEST, INC.**

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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**VISITOR:**

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

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

Date: \_\_\_\_\_



---

**TAB 11**  
**Site Safety and Health Plan**  
**Subcontractor Safety Requirements**

**All Subcontractors are required to follow CAL-OSHA construction industry regulations. Where KCS West, Subcontractor, or state/local requirements are more stringent, those requirements shall apply.**



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## SUBCONTRACTOR SAFETY REQUIREMENTS SITE SAFETY AND HEALTH PLAN

**All Subcontractors are required to follow CAL-OSHA construction industry regulations as outlined in 29CFR1926 (Construction Industry Regulations). Where KCS West, Subcontractor, or state/local requirements are more stringent, those requirements shall apply.**

### **1. Introduction**

- A. The Subcontractor Safety Requirements - Site Safety and Health Plan has been established by KCS West, Inc. ("KCS West") in order to:
  - 1. Minimize, with intent to eliminate, personal injury, property damage and loss of productive time.
  - 2. Minimize all direct and indirect accident costs.
  - 3. Increase worker skills, morale, and efficiency.
  - 4. Provide for the safety of the public and the protection of workers and adjacent property.
- B. Each Subcontractor is responsible for the Safety of his own workers.
- C. Each Subcontractor selected to work on a KCS West site must have, maintain and enforce their own Safety Programs in compliance with current CAL-OSHA Standards and with this Plan.
- D. KCS West shall have the responsibility to monitor all Subcontractors' safety compliance by the contents of this Plan.
- E. KCS West shall have the responsibility and authority to order immediate cessation and correction of any hazards caused by a non-compliant Subcontractor, and each Subcontractor shall have the same responsibility and authority for its lower tier Subcontractors under its control.
- F. **Each Subcontractor shall provide KCS West with the following documents prior to mobilizing on the site:**
  - 1. Completed Emergency/Contact Personnel form
  - 2. Written Safety Program
  - 3. Written Substance Abuse Program
  - 4. Written Hazard Communication Program and MAINTAINED appropriate Safety Data Sheets (SDS)



5. Updated SDSs shall be provided to KCS West as they become available.
6. Written Site-Specific Fall Protection Plan.
7. Written Exposure Control Plan (this applies to Subcontractors with silica exposure. ie. Concrete Masonry work) Written Exposure Control Program shall be developed in accordance with the requirements in 29 CFR 1926.1153(g) and 8 CCR 1532.3. For work in California, 8 CCR 1532.3 will be followed 2017 Cal-OSHA Update for Silica standards.
8. Site-Specific Steel Erection Plan (this applies to Steel Erectors only)
9. Roofing Plan
10. Certificates of Insurance that meet KCS West's requirements including endorsements and Waiver of Subrogation and Additional Insureds.

## **2. Concrete and Masonry**

### **A. General**

- 1 All protruding rebar which employees can fall into/onto shall be guarded to eliminate the hazard of impalement. This includes stubbed up conduit and pins driven into the ground for bracing.
- 2 Mushroom style rebar caps do not provide adequate protection and shall not be permitted as protection from impalement. These caps shall only be used for scratch protection only.
- 3 Workers placing rebar at elevations over six (6) feet above the ground, slab, or other working surface shall be required to use appropriate positioning and fall arrest equipment.
- 4 Reinforcing steel may not be hoisted by #9 wire- properly rigged chokers must be used. No overhead hoisting with shake out hooks.
- 5 The Subcontractor must ensure that each worker is fully trained and fully understands his/her duties.
- 6 Each Subcontractor shall have available at the jobsite, formwork, shoring erection and removal plans as required.

### **B. Concrete Masonry Construction**





## 1. Limited Access Zone

A limited access zone should be established whenever a masonry wall is to be constructed.

The limited access zone should:

- a) Be equal to the height of the wall to be constructed plus four feet, and run the entire length of the wall
- b) Be established on the side of the wall without scaffolding,
- c) Be open only to workers actively engaged in construction of the wall, and
- d) Should remain in place until the wall is adequately supported.

## 2. Bracing

- a) All masonry walls over 8 feet in height should be adequately braced unless the wall is supported by other means.
- b) The bracing should remain in place until permanent supporting elements of the structure are in place.

## 3. Tilt-Up Construction

Primary safety concerns include:

- a) That the panel raising operation is safely conducted.
- b) That bracing is properly designed and installed.
- c) That the crane is of adequate capacity.
- d) Glu-lam beams and other structural members are adequately supported during construction.
- e) Those installing the roof system, panelized or hand-set, are protected from falls.

## 4. Panel Erection

- a) The concrete Subcontractor shall provide a panel schedule showing lift points and strong backs required for hoisting. The type and location of these lifting point attachments and other embeds or inserts shall be specified by the Engineer.
- b) Panel bracing requirements shall also be designed by a currently registered Engineer. Unless noted otherwise in the engineered bracing plan, Red-Head type wedge anchors are not to be used.



- c) The concrete Subcontractor shall also provide a lifting plan detailing where the panels are to be cast and in what sequence they will be lifted. This lifting plan is also to be prepared by a registered Engineer.
5. A copy of the lifting plan must be provided to KCS West and maintained on the site.
6. All documents and calculations which are required to be prepared by the Engineer must be stamped and signed by that Engineer.
7. The lifting plan shall describe the rigging configuration for each lift including spreader beams and minimum cable lengths. The beams must be designed or approved by the engineer for the panels and other anticipated loads.
8. The Subcontractor shall determine the local wind load bracing design requirements and then verify that the Engineer's bracing plan satisfies those code requirements. In addition, recognized significant wind conditions should be brought to the attention of the bracing Engineer when it is apparent that the standard design wind pressure is not adequate.
9. The concrete Subcontractor must provide ladders or platforms that are of adequate length or height for the work. Walking the top of tilt-up panels or ledger-beams, etc., is forbidden.
10. Tag lines should be used to control swing.

### **3. Confined Space Entry**

- A. Subcontractors who anticipate entering confined spaces must first provide the KCS West Superintendent with a copy of their Company's Confined Space Program in accordance with 29 CFR 1910-General Industry Standards. The Company's Program must include the names of the workers properly trained as an Entry Supervisor, Entrant and Attendants.
- B. No worker shall be permitted to enter a Permit-Required Confined Space unless the atmosphere has been tested and the worker is properly trained.
- C. An approved confined space entry permit shall be utilized.
- D. Copies of expired Entry Permits will be provided to KCS West.

### **4. Cranes**

- A. The Subcontractor shall submit the name of the "**Competent Person**" for the inspection of cranes and rigging, to the KCS West Superintendent. This individual shall be responsible



for ensuring that all workers and lower tier Subcontractors comply with all standards covered under 29 CFR 1926 Subpart N.

- B. Current annual crane inspections must accompany all cranes. Copies shall be forwarded to the KCS West Superintendent. This document shall remain on file at the jobsite for duration of the project.
- C. Hand signals for crane use shall be posted. Only trained personnel shall be permitted to signal the crane operator. Subcontractors using cranes shall post standard crane signals at the jobsite.
- D. Barriers/Barricades and signs must be installed to warn of the overhead hazard.
- E. Only trained and qualified operators shall operate a crane and only for the size trained to operate.
- F. Cranes will only be operated with fully extended outriggers and tires raised from the ground.
- G. Crane operators should sound the crane's horn to warn individuals of the overhead hazard.
- H. Loads shall be routed as to minimize exposure to workers.
- I. The crane operator must not leave his position at the controls while a load is suspended, or tension is on the lift cable.
- J. All cranes must be equipped with an anti-two-block device or a two-block damage prevention feature for all points of two-blocking.
- K. The swing radius of the crane house must be properly barricaded.
- L. Tag lines shall be used when hoisting all material overhead (Exception: Loading and unloading trucks).
- M. Shake-out hooks shall be used for loading/unloading trailers and not used for swinging loads overhead.
- N. A Critical lift Questionnaire (or equivalent) shall be completed when the materials being hoisted meet or exceed 75% of the cranes rated capacity.
- O. Crane or Derrick suspended personnel platforms shall not be used unless the erection, use, and dismantling of conventional means of reaching the work site would be more hazardous or not possible. No hoisting of personnel should be done without the approval of the KCS West Superintendent.



- P. The operation of hoisting equipment in the vicinity of high voltage lines is a recognized construction hazard and as such adequate planning shall eliminate or reduce the exposure as much as possible. The use of hoisting equipment in the vicinity of high voltage lines shall be kept to an absolute minimum. However, when the operation of hoisting equipment in the vicinity of power lines is unavoidable, the requirements under 29 CFR 1926 Subpart N, must be maintained.
- Q. Whenever operating in the vicinity of power lines is unavoidable, measures to safeguard the operation and workers in the vicinity must be taken and may include:
- 1 Instructing employees of hazard;
  - 2 Deactivation of energized lines;
  - 3 Installing insulating material on power lines;
  - 4 Providing a “spotter” to insure that the proper clearance is maintained.

## **5. Demolition**

This section covers procedures for demolition of existing structures, including precautions for the safety of workers, the public and protection of adjoining property. When performing minor demolition, such as partitions, many of the requirements of this procedure, may be waived.

An engineering survey shall be made, by the Subcontractor’s Competent Person, of the structure to determine the condition of the framing, floors, and walls, and possibility of unplanned collapse of any portion of the structure shall be made prior to starting demolition operations. The Subcontractor shall have in writing, evidence that such a Survey has been performed.

### **A. General Requirements**

1. When workers are exposed to excessive dust environments, appropriate measures must be taken to minimize exposure. These measures may include:
  - a.) Water trucks and/street sweepers
  - b.) Watering systems (sprinklers, manual spraying), or
  - c.) Broom sweeping, power floor sweepers, or wet mopping procedures
2. Proper shoring or bracing to walls or flooring shall be done to protect personnel assigned to demolition operations inside the structure.



3. Within the structure (or affected area(s) in the event of minor demolition), all utility service lines will be shut off. If it is necessary to maintain any power, water, or other utilities during demolition, such lines must be temporarily relocated and protected.
4. If toxic gases, flammable material, or similar hazardous substances (such as lead, asbestos, PCB's, etc.) are present or have been used in piping, tanks, etc., testing and purging shall be performed, and the hazard eliminated before demolition starts. All permits required by the jurisdiction where the project is located will be obtained before work begins.
5. Glass fragmentation hazards will be removed.
6. In demolition areas, wall openings will be protected to a height of 42 inches.
7. When scrap materials are dropped more than 20 feet outside the exterior walls of a building, an enclosed chute shall be used. Trash chute requirements are covered under 29CFR1926.852.
8. When debris is dropped through holes in floors, without the use of chutes, the area below will be completely barricaded not less than 6 feet back from the projected edge of the opening above. Signs warning of falling materials must be posted at each level.
9. Floor openings not used as material drops will be covered with a substantial material and such covers will be properly secured and identified with "Hole" or "Cover- DO NOT REMOVE."
10. Fire protection equipment shall be made available and used in the event of a fire during demolition operations.
11. Only those stairs, passageways, and ladders designated as safe means of access and egress to the structure of a building will be used. Stairwells must be properly illuminated. Stairs, passageways, and ladders will be maintained in a clean, safe manner.
12. Worker entrances to multi-story structures being demolished shall be completely protected by sidewalk sheds or canopies or both.
13. Mechanical equipment shall not be used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the imposed load.



## 6. *Disciplinary Action Procedures*

The success of KCS West Projects will be to a large extent, dependent upon the cooperation from both KCS West and Subcontractor employees, and strict compliance with established safety rules, regulations, policies, etc. All workers are required to comply with the safety rules that apply to the task they are assigned. The purpose of discipline is not to penalize the worker, but to assist in changing undesirable work habits into good ones, thereby eliminating the potential for injury or damage.

In order to be effective, the disciplinary program must be enforced in a fair and consistent manner, taking into account the severity of the undesirable act or condition, which occurred or was present, and any previous disciplinary problems. Fines may be issued to KCS West and Subcontractor workers for non-compliance with the Safety Program including violations such as, but not limited to hard hats, eye protection, face protection, fall protection, etc. Each repeat violation could result in a minimum fine of \$250.00. Fines will be issued at the discretion of the KCS West Project Superintendent.

To ensure compliance, infractions of the safety rules or acts committed by a KCS West or Subcontractor worker should be handled according to the following progressive discipline guidelines.

### A. Enforcement Procedure

#### 1. **First Offense - Verbal Warning**

In those instances where a worker is observed committing an undesirable act or condition, the worker is to be informed that his/her actions are jeopardizing his/her or other's safety. The exact nature of the hazard and what is acceptable is to be thoroughly explained to the worker. The violation is to be brought to the attention of the worker's Supervisor or Foreman and an informal written note made and filed in the Project's Safety file.

If the undesirable act is of a serious nature, a written reprimand may be issued for a first offense.

#### 2. **Second Offense - Formal Warning Reprimand- Safety Hazard Notification Issued.**

In the event a worker is observed committing a second undesirable act of the same offense, a completed **Safety Hazard Notification** may be issued. This notification will explain in detail, the nature of the hazard and a fine of \$250.00 (minimum per each observation).



Example:

(\*) Five Subcontractor employees are observed in the construction area without eye protection. The KCS West Superintendent verbally warns the workers and informs them that eye protection is required at all times. The violation is also to be brought to the attention of the worker's Supervisor or Foreman. Later that afternoon, the KCS West Superintendent observes the same workers without the proper eye protection. The Subcontractor will receive a Safety Hazard Notification and a fine in the amount of \$250.00 (5 repeat infractions X \$250.00 each = \$1,250.00). A copy shall be filed in the Project Safety file.

A deduct Change Order will be issued to the Subcontractor for the fines accumulated over the duration of the project

**(\*) ALL money collected by KCS West for these violations will be donated to a local charity.**

### **3. Third Offense**

A second completed **Safety Hazards Notification** issued for the same safety violation by an individual could result in the individual being removed from the Project and not permitted to return to the site.

Three formal written safety reprimands of various offenses shall result in the worker being removed from the Project and not be permitted to return to the site.

A worker may be banned from the jobsite at any time if the violation is flagrant or involves a serious offense (i.e. Riding the headache ball, failure to use required fall protection, etc.).

**Subcontractors' Supervisors or Foremen who are unable or unwilling to secure personnel performance in compliance with the contractual obligations of safety shall not be acceptable and shall be removed from the project.**

## **7. Electrical**

- A. All electrical work, installation and wire capacities will be in accordance with the pertinent provisions of the current edition of the National Electrical Code, NFPA, CAL-OSHA 29 CFR 1926 Electrical Standards for Construction, Underwriter's Laboratory and local codes if applicable.



- B. Only trained and qualified personnel shall be permitted to work on electrical/mechanical equipment and installations.
- C. No worker is permitted to work in any circumstance where an electric power circuit may be contacted in the course of work unless he/she is protected against electric shock by de-energizing the circuit and grounding it or by guarding it by effective insulation or other means.
- D. Appropriate agencies shall be contacted to locate underground utilities prior to construction activities that could involve their contact.
- E. Wiring enclosures, such as switch and circuit breaker cases, motor controllers, panel boards, junction boxes, busways, gutters, fittings and similar equipment in locations exposed to rain, oil, excessive moisture, steam, vapors or similar will be weatherproof.
- F. All switches, circuit breakers and other control devices will be so located or marked as to clearly indicate the equipment controlled by them and switches (except magnetic switches) will indicate whether they are opened or closed.
- G. Extension cord sets used with portable electric tools and appliances will be three-wire type and will be designed for hard or extra hard usage (examples of these types of extension cords include types S, ST, SO, STD, SJ, SJO, SJT and SJTO). Flexible cords used with temporary and portable lights will be designed for hard or extra hard usage.
- H. Ground Fault Circuit Interrupters (GFCI) shall be used on all wiring systems - (including generators and welders).
- I. Damaged electrical tools and equipment shall not be permitted on site.
- J. Cords and cables shall either be suspended a minimum of 7 feet above the walking surface (with an insulated hanger) or shall be placed in such a manner to prevent damage or constitute a tripping hazard.
- K. All temporary lights and lighting in trailers shall be protected by guards or shatterproof bulbs.

## **8. Energy Control/Lockout**

- A. Each Subcontractor shall at all times, enforce an energy lockout program when working on or nearby machinery or equipment where the unexpected movement or release of stored energy could endanger workers. Subcontractors shall provide a copy of their Company's Lockout/Tagout Program to the KCS West Superintendent prior to work operations for review.





- B. All energized equipment shall be locked out / tagged out prior to the commencement of work operations.
- C. The equipment shall be tested prior to the work operation to ensure that all stored energy has been released.
- D. The lock out device can only be removed by the person who applied the device.

## **9. Excavation & Trenching**

- A. The Subcontractor shall submit the name of the responsible “**Competent Person**” regarding Excavations to the KCS West Superintendent. The Subcontractor’s Supervisor and the Competent Person shall be responsible for ensuring that his employees and lower tier Subcontractors comply with all applicable standards.
- B. Prior to any trenching and excavation activities, the Subcontractor must locate all underground installations (sewer, telephone, electrical, gas and other fuel lines, storage tanks, etc.). Hand excavation must be performed within 2 feet horizontal and 2 feet vertical of any known underground utility.
- C. All trenches and excavations greater than four (4) feet deep shall have an access ladder placed every twenty-five (25) feet of lateral travel.
- D. All excavations greater than 5 feet deep shall be inspected and documented daily on the **KCS West Daily Excavation Inspection** form (or equivalent) by the Subcontractor’s “Competent Person.” If environmental conditions change, such as heavy rains, the excavation may warrant additional documented inspections.
- E. All excavations greater than 5 feet deep shall be protected from cave-ins by benching, sloping, shoring or other protective means such as trench boxes.
- F. All spoils shall be kept at least two (2) feet from the edges of the excavation.
- G. In the event that suspect materials are encountered during excavation operations, all work shall cease.
- H. Workers and the public must be protected from trip/fall hazards into excavations by guardrail systems, fencing, barricades or covers until backfilled.

**Any excavation over 20 feet in depth needs to be designed by a registered professional engineer. That information must be on site when work is in progress.**

## **10. Explosives**



- A. The Subcontractor shall permit only authorized and qualified persons to handle and use explosives.
- B. Smoking, firearms, matches, open flame lamps, and other fires, flame or heat producing devices and sparks shall be prohibited in or near explosive magazines or while explosives are being handled, transported or used.
- C. All explosives shall be accounted for at all times. Explosives not being used shall be kept in a locked magazine, unavailable to persons not authorized to handle them. The Subcontractor shall maintain an inventory and use record of all explosives. Appropriate authorities shall be notified of any loss, theft, or unauthorized entry into a magazine.
- D. Original containers, or Class II magazines, shall be used for taking detonators and other explosives from storage magazines to the blasting area.
- E. Workers authorized to prepare explosive charges or conduct blasting operations shall use every reasonable precaution including, but not limited to, visual and audible warning signals, flags, or barricades, to ensure employee safety.
- F. Insofar as possible, blasting operations above ground shall be conducted between sunup and sundown.
- G. Due precautions shall be taken to prevent accidental discharge of electric blasting caps from current induced by radar, radio transmitters, lightning, adjacent power lines, dust storms, or other sources of extraneous electricity. These precautions shall include:
  - 1. Detonators shall be short-circuited in holes which have been primed and shunted until wired into the blasting circuit.
  - 2. The suspension of all blasting operations and removal of persons from the blasting area during the approach and progress of an electric storm;
  - 3. The prominent display of adequate signs, warning against the use of mobile radio transmitters, on all roads within 1,000 feet of blasting operations.
- H. Explosives, blasting agents, and blasting supplies that are obviously deteriorated or damaged shall not be used.
- I. The use of black powder shall be prohibited.

## **11. Fall Protection**

- A. The Subcontractor shall submit the name of the responsible “**Competent Person**” regarding fall protection to the KCS West Superintendent. This individual shall be



responsible for ensuring that his employees and lower tier Subcontractors comply with this Plan.

- B. All workers working at elevations or exposed to a fall of 6 feet or greater shall be trained in the proper use, inspection and storage of fall protection equipment.
- C. All workers exposed to a fall of six (6) feet or greater shall be protected from falling by using guardrail systems, safety nets, or personal fall arrest systems. This includes steel erection, decking installation, roofing operations and work performed from scaffolds.
- D. Personal fall arrest/restraint systems shall be utilized when occupying any type of aerial lift (including scissors lifts).
- E. All personal fall arrest systems shall be attached to an anchorage point capable of supporting a minimum of 5000 pounds (per person) or engineered to support twice the maximum intended load.
- F. All lanyards shall be equipped with shock absorbers and locking type snap hooks.
- G. All "holes" or openings greater than 2 inches shall be covered and secured against displacement. Such covers shall be able to withstand twice the maximum intended load and labeled with "HOLE" or "COVER" and "DO NOT REMOVE."
- H. All workers working from ladders exposed to a fall of 6 feet or greater shall be protected from falls by using an appropriate fall arrest system unless the Subcontractor can show that it is not feasible, or it creates a greater hazard.
- I. During scaffold erection and dismantling, workers exposed to a fall of 6 feet or greater shall be protected unless the Subcontractor can show that such protection creates a greater hazard. Documentation shall be provided to the KCS West Superintendent prior to such operations.
- J. When working around skylights, the skylight shall be protected with a guardrail system or an approved skylight cover/screen that meets the fall protection requirements.

## **12. Fire Protection/Prevention**

- A. Each Subcontractor shall be responsible for ensuring that all workers and lower tier Subcontractors comply with all applicable standards.
- B. All workers shall be trained in the proper type and use of fire extinguishers. Training documentation must be made available upon request.
- C. Emergency phone numbers shall be posted at phones and personnel entrances.



- D. A fire watch shall be stationed to provide coverage for each welding, cutting, and other hot work operations. A fire watch may cover multiple operations within a 100-foot radius. In order for a fire watch to cover multiple operations, he/she shall have a clear line of sight to each operation and an unobstructed pathway to each operation.
- E. All spark-producing operations shall require the use of fire extinguishing equipment rated not less than 2A-20B: C. (“20#ABC”)
- F. Only approved containers and portable tanks may be used for the storage and handling of flammable and combustible liquids or solid chemicals. Each container must be properly labeled.
- G. All offices, shanties, job site trailers, designated smoking areas, etc. will be equipped with a minimum of one 20#ABC fire extinguisher (or equivalent).
- H. All tarps and blankets shall be constructed of a fire retardant material.
- I. Open fires shall not be permitted.
- J. Use of gas or diesel powered tools and equipment in enclosed spaces shall be avoided at all times. Exceptions may be made only if the use of the power tool(s) and/or equipment is determined necessary by and is authorized by the KCS West Superintendent. In the case of such exceptions, measures shall be taken to ensure adequate ventilation to prevent build up of exhaust fumes and fuel vapors.
- K. All gasoline and diesel powered equipment adjacent to, or inside a building or structure shall have a fire extinguisher rated not less than 20#ABC available for use.
- L. The travel distance from any point to the nearest fire extinguisher shall not exceed 100 feet.
- M. A fire extinguisher shall be provided within 50 feet of wherever more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used in the job site.

### **13. First Aid and Emergency Procedures**

#### **A. Worker Injury**

Each Subcontractor shall be responsible for providing and maintaining appropriate first aid supplies. Only individuals currently certified by the American Red Cross (or equivalent) should administer first aid. The names of these individuals shall be provided to the KCS



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West Superintendent on the ***Emergency/Contact Personnel*** Form. Each Subcontractor shall have at least one certified individual.

- B. Each Subcontractor shall be responsible for providing First Aid Attention to “his” workers.
- C. Each Subcontractor shall be responsible for providing transportation for any worker requiring outside medical attention.
- D. Emergency phone numbers and the job site address shall be posted at every phone.



## 14. *Forms*

# FORMS

**Tab 11-A: Visitor Waiver and Release Form**

**Tab 11-B: Personal Injury Report**

**Tab 11-C: Safety Hazard Notification**

**TAB 11-D: Daily Excavation Inspection Form**

**TAB 11-E: Emergency/Contact Personnel Form**

**TAB 11-F: Property Damage Report**



**TAB 11-A: VISITOR WAIVER AND RELEASE**

This WAIVER AND Release if entered into this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (hereinafter "VISITOR") AND KCS WEST CONSTRUCTION SERVICES, INC., (HEREINAFTER "CONTRACTOR").

WHEREAS, CONTRACTOR has advised VISITOR that the construction site is not ordinarily suitable for visits or inspections by persons other than construction personnel, building inspectors or similar individuals and that the site may not, due to the nature of the construction, be completely free of any obstacles, obstructions or other hazards which may cause injury to visitor and,

WHEREAS, VISITOR understands that the construction site is not risk free and that he/she has been advised that in order to access the site a Waiver and Release must be provided to CONTRACTOR agreeing to hold the CONTRACTOR harmless and free from any fault or responsibility for any injury, damage or harm which might result because of any condition or construction operation ongoing at the site,

NOW THEREFORE, the parties, in exchange for their mutual agreements, hereby agree as follows:

1. The representations set forth above are true and correct.
2. VISITOR agrees to hold the CONTRACTOR harmless from any and all damage caused by any accident, injury or other harm which visitor may incur as a result of a visit to the project site which is to occur on or about
3. VISITOR hereby waives any claim against CONTRACTOR, its parent and affiliated companies, and/or its insurance carriers for any action, cause of action or entitlement which VISITOR may have which arises or might arise as a result of the VISITOR, visiting, inspecting or viewing the project site at which the CONTRACTOR is currently working or has performed work.
4. This Agreement is intended to be a full waiver of claims against the CONTRACTOR, its parent and affiliated companies, and its insurance carrier, it being understood and agreed that the CONTRACTOR would not ordinarily permit VISITOR to inspect the project site but is doing so only in consideration of it being granted a full release from any potential claim which might arise as a result of such a visit.

**KCS WEST, INC.**

**VISITOR:**

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

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

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**TAB 11-B- KCS WEST INCIDENT REPORT**

**TYPE OF INCIDENT:**

- PERSONAL INJURY   
  ILLNESS   
  HOSPITALIZATION OR FATALITY: PRIVILEGED AND CONFIDENTIAL - ATTORNEY WORK PRODUCT PREPARED IN ANTICIPATION OF LITIGATION

JOB NAME _____	JOB NO. _____	«Project Number» _____	OSHA 300 LOG CASE NUMBER _____
ADDRESS «Project Address»«Project City», «Project State» «Project Zip Code»			
DATE AND TIME OF ACCIDENT _____		<input type="checkbox"/> A.M. <input type="checkbox"/> P.M. IF YES, BY WHOM _____	
PHOTOGRAPHS TAKEN <input type="checkbox"/> YES <input type="checkbox"/> NO		DATE REPORTED _____	
PERSON INJURY REPORTED TO _____			

**1. INJURED PERSON**     MALE     FEMALE

INJURED'S NAME _____	SOCIAL SECURITY NO. _____
DATE OF BIRTH _____	NO. OF DEPENDENTS _____
MARITAL STATUS _____	HOME TELEPHONE NO. _____
HOME ADDRESS _____	CRAFT/YRS EXPERIENCE _____
	DATE OF HIRE/ON JOB _____

**2. ABOUT THE INJURY/ILLNESS (CHECK ALL THAT APPLY)**

<u>INJURY CLASSIFICATION</u>	<u>CAUSE OF INJURY</u>	<u>TYPE OF INJURY</u>
<input type="checkbox"/> NOTIFICATION ONLY	<input type="checkbox"/> STRUCK BY	<input type="checkbox"/> CONTACT WITH SUBSTANCE OR MATERIAL
<input type="checkbox"/> FIRST AID ONLY	<input type="checkbox"/> STRUCK AGAINST	<input type="checkbox"/> BURN
<input type="checkbox"/> MEDICAL TREATMENT	<input type="checkbox"/> CAUGHT BETWEEN	<input type="checkbox"/> LACERATION
<input type="checkbox"/> EMERGENCY ROOM TREATMENT	<input type="checkbox"/> FALL/SLIP/TRIP	<input type="checkbox"/> REPETITIVE MOTION
<input type="checkbox"/> HOSPITALIZED OVERNIGHT-INPATIENT	<input type="checkbox"/> LIFTING	<input type="checkbox"/> WORKPLACE VIOLENCE
<input type="checkbox"/> OSHA RECORDABLE		<input type="checkbox"/> AUTO WITH INJURY
<input type="checkbox"/> FATALITY- DATE/TIME _____		<input type="checkbox"/> OTHER _____
<input type="checkbox"/> OTHER _____		<input type="checkbox"/> ABRASION
		<input type="checkbox"/> CONTUSION
		<input type="checkbox"/> PUNCTURE
		<input type="checkbox"/> FRACTURE
		<input type="checkbox"/> MUSCLE STRAIN/SPRAIN
		<input type="checkbox"/> DISLOCATION
		<input type="checkbox"/> ALLERGIC REACTION
		<input type="checkbox"/> FOREIGN BODY
		<input type="checkbox"/> OTHER _____

NAME OF MEDICAL PROVIDER \_\_\_\_\_

ADDRESS OF MEDICAL PROVIDER \_\_\_\_\_

<u>PARTS OF BODY INJURED (CHECK AND CIRCLE APPROPRIATE LETTER - WORD - NUMBER)</u>	<u>CHECK PERSONAL PROTECTIVE EQUIPMENT USED</u>
<input type="checkbox"/> EYE (R. L. BOTH)	<input type="checkbox"/> HARD HAT
<input type="checkbox"/> HEAD, NECK, FACE	<input type="checkbox"/> SAFETY GALSSSES
<input type="checkbox"/> KNEE (R. L. BOTH)	<input type="checkbox"/> GLOVES
<input type="checkbox"/> CHEST	<input type="checkbox"/> RESPIRATOR
<input type="checkbox"/> BACK (UPPER - MIDDLE - LOWER)	<input type="checkbox"/> BODY HARNESS
<input type="checkbox"/> JOINT (SPECIFY R. L.)	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> ARM (R. L. BOTH)	
<input type="checkbox"/> HAND (R. L. BOTH)	
<input type="checkbox"/> FINGERS (R. L.) TH-1-2-3-4	
<input type="checkbox"/> FEET (R. L. BOTH)	
<input type="checkbox"/> TOES (R. L.) 1-2-3-4-5	
<input type="checkbox"/> LEG (R. L. BOTH)	
<input type="checkbox"/> ABDOMEN	
<input type="checkbox"/> BUTTOCKS	
<input type="checkbox"/> ANKLE (R. L. BOTH)	
<input type="checkbox"/> GROIN	





**What was the employee doing just before the incident occurred?** Describe the activity as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

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**What happened? How did injury occur?** *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

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**What was the injury or illness?** What part of the body was affected and how was it affected. Be more specific than "hurt"; "pain"; or "sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

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**What object or substance directly harmed the employee?** *Example:* "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

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WAS THE EMPLOYEE'S FIRST REPORT OF INJURY FORM GIVEN TO KCS WEST (IF SO, ATTACH TO REPORT)

NO     YES    DATE: \_\_\_\_\_

EMPLOYEE'S OSHA 300  
LOG CASE # \_\_\_\_\_

NAME OF EMPLOYER \_\_\_\_\_ TELEPHONE # \_\_\_\_\_

ADDRESS OF EMPLOYER \_\_\_\_\_

SUPERINTENDENT/  
FORMAN'S NAME \_\_\_\_\_

SAFETY CONTACT PERSON \_\_\_\_\_

DO YOU KNOW OF ANY REASON THIS CLAIM SHOULD BE CONTESTED?

NO     YES    REASON \_\_\_\_\_

**5. ABOUT THE ACCIDENT**

WITNESSES:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_



EMPLOYER _____			
WERE STATEMENTS OBTAINED	<input type="checkbox"/> NO	<input type="checkbox"/> YES (PLEASE ATTACH)	
WERE ANY OTHER EMPLOYER'S TOOLS, PERSONNEL, OR EQUIPMENT CONTRIBUTING FACTORS	<input type="checkbox"/> NO	<input type="checkbox"/> YES	IF YES, COMPLETE BELOW
EMPLOYER'S NAME _____			
EMPLOYER'S ADDRESS _____			
EMPLOYER'S TELEPHONE _____			
<p style="text-align: center;"><i><u>USE SEPARATE SHEETS FOR ANY OTHER WITNESSES OR ADDITIONAL INFORMATION YOU FEEL MAY BE PERTINENT.</u></i></p> <p style="text-align: center;"><b><u>NARRATIVE – NATURE OF INVOLVEMENT</u></b></p>			
<b><u>HAS THIS INCIDENT BEEN REPORTED TO OSAH?</u></b>		<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>DATE/TIME</b> _____
<b><u>CONTACT NAME</u></b> _____			
<b><u>NOTE: FOLLOW ACCIDENT REPORTING INSTRUCTIONS LISTED IN THE ACCIDENT REPORTING PROCEDURES MANUAL FOR ALL ACCIDENTS.</u></b> Follow Catastrophic Accident Reporting Procedures in the event of hospitalization and/or fatality. Any hospitalization and/or property damage in excess of \$500.00 requires the employer to implement substance abuse testing per the drug and alcohol policy.			
<i><u>Send one copy via fax to the Regional Safety Director and one copy via fax to the National Safety Coordinator @ (201) 518-1532.</u></i>			
<b><u>SIGNATURES:</u></b>			
_____ <b>SUPERINTENDENT</b>	_____ <b>DATE</b>	_____ <b>PREPARER</b>	_____ <b>DATE</b>



### SUPERVISOR'S INVESTIGATION REPORT

Name	Age	Time	Date																		
Department - Shift	Job		How long on this job?																		
What Happened?		Describe what took place or what caused you to make this investigation.																			
Why Did It Happen?		Get all the facts by studying the job and situation involved. Question by use of WHY - WHAT - WHERE - WHEN - WHO - HOW																			
What Should Be Done and Who Is Assigned To Correct?		Determine which of the 12 items under EMP require additional attention.  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b><u>Equipment</u></b></td> <td style="width: 50%;"><b><u>Material</u></b></td> </tr> <tr> <td></td> <td><b><u>People</u></b></td> </tr> <tr> <td>Select</td> <td>Select</td> </tr> <tr> <td>Arrange</td> <td>Place</td> </tr> <tr> <td></td> <td>Place</td> </tr> <tr> <td>Use</td> <td>Handle</td> </tr> <tr> <td></td> <td>Train</td> </tr> <tr> <td><b>Maintain</b></td> <td><b>Process</b></td> </tr> <tr> <td></td> <td><b>Lead</b></td> </tr> </table>		<b><u>Equipment</u></b>	<b><u>Material</u></b>		<b><u>People</u></b>	Select	Select	Arrange	Place		Place	Use	Handle		Train	<b>Maintain</b>	<b>Process</b>		<b>Lead</b>
<b><u>Equipment</u></b>	<b><u>Material</u></b>																				
	<b><u>People</u></b>																				
Select	Select																				
Arrange	Place																				
	Place																				
Use	Handle																				
	Train																				
<b>Maintain</b>	<b>Process</b>																				
	<b>Lead</b>																				
What Have You Done Thus Far And What Is The Anticipated Completion Date?		Take or recommend action, depending upon your authority. Follow up - was action effective?																			



How Will This Improve Operations?		OBJECTIVE Eliminate job hindrances	
Investigated by	Date	Reviewed by	Date



**Tab 11 - C: SAFETY HAZARD NOTIFICATION**

To: «Subcontractor»	«Contact», «Contact Title»
From: KCS WEST, INC.	«Project Manager» , «Title»
Project: «Project Name»	

**SAFETY HAZARD:** The following unsafe actions or conditions were noted. The below listed items must be corrected within 24 hours of receipt of this form unless otherwise specified. Return this form to the Superintendent IMMEDIATELY with your written response. Keep a copy for your file.

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Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBCONTRACTOR RESPONSE:**

I have taken the following action(s) to correct the above noted items

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

**DISCLAIMER:**

The report of the above items is not intended to indicate that other unsafe conditions do not exist nor is it intended to imply that other violations and/or hazards not observed or reported thereon are safe and under control at the time of this survey. You are not in any way relieved of your complete responsibility for compliance with OSHA regulations for safety, health, and security of your employees or work areas under your control.

Cc: Project file  
Branch Safety Director



**Tab 11 - D: DAILY EXCAVATION INSPECTION FORM**

«Project\_Name»  
 Jobsite: «Project\_Address» «Project\_City», «Project\_State» Date: \_\_\_\_\_  
 «Project\_Zip\_Code»  
 Competent Person \_\_\_\_\_

**If evidence of cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard workers.**

Use a "checkmark" to indicate yes or fill in the blank with applicable information or description.

<input type="checkbox"/> Utilities Contacted.
<input type="checkbox"/> Excavation/trench four (4) or more feet deep. If so, adequate means of exit such as ladders, steps or ramp located within 25 feet of lateral travel.
<input type="checkbox"/> Excavation/trench five (5) or more feet deep. If so, shoring, sloping or guarding in place.
<input type="checkbox"/> Spoils retained a minimum of two (2) feet from edge of excavation.

Soil Type and Conditions			
Soil Type	<input type="checkbox"/> Stable Rock	<input type="checkbox"/> A	<input type="checkbox"/> B <input type="checkbox"/> C
Description:	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Stable
Soil Conditions:	<input type="checkbox"/> Frost	<input type="checkbox"/> Dry	<input type="checkbox"/> Saturation <input type="checkbox"/> Partial Saturation

Excavation Site description				
Location: _____				
Trench:	Depth _____	Width _____	Length _____	Intersect or Angular (circle One)
Utilities	Stake _____	Open _____	Date/Time: _____	<input type="checkbox"/> Right-of-Way Access OK
Crossing Trench:	<input type="checkbox"/> Lines	<input type="checkbox"/> Road/Alley		
Parallel to Trench	<input type="checkbox"/> Lines	<input type="checkbox"/> Road/Alley	<input type="checkbox"/> Buildings	
<input type="checkbox"/> Pole Bracing	<input type="checkbox"/> Overhead Lines (clearance)	_____		
<input type="checkbox"/> Registered Professional Engineer (RPE) consulted (reason):	_____			
Other: _____				
Describe any changing conditions, plans, or shoring equipment damage: _____				



**Employee & Public Safety Inspection**

- |                                     |  |  |   |
|-------------------------------------|--|--|---|
| <input type="checkbox"/> Ladders    | <input type="checkbox"/> Ramp(s)             | <input type="checkbox"/> Ramp(s) for Equipment | <input type="checkbox"/> Water Removal      |
| <input type="checkbox"/> Fencing    | <input type="checkbox"/> Emergency Equipment | <input type="checkbox"/> Air Quality Testing   | <input type="checkbox"/> Traffic Control    |
| <input type="checkbox"/> Barricades | <input type="checkbox"/> Barricade Tape      | <input type="checkbox"/> Lighted Barricades    | <input type="checkbox"/> Weekend Protection |
| <input type="checkbox"/> Cones      | <input type="checkbox"/> Steel Plating       | <input type="checkbox"/> Other:                |   |

**KCS WEST DAILY EXCAVATION INSPECTION FORM  
PAGE 2**

**Protection System Selected**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Hydraulic Shoring System | <input type="checkbox"/> Timber Shoring System | <input type="checkbox"/> Trench Shield   |
| <input type="checkbox"/> Sloped Angle of Report   | <input type="checkbox"/> Benched               | <input type="checkbox"/> Unsupported Wall - Height<br>(Max 5" only for stable rock or Type A soil) |

**Soil Conditions**

**Manual Tests**

\*Will normally be performed by a testing lab

Cohesive

Fissured Cohesive

Granular

Plasticity & Pat Tests:

- |                                    |  |  |  |
|------------------------------------|--|--|--|
| Thread Test                        | <input type="checkbox"/>                       | <input type="checkbox"/>                     | <input type="checkbox"/>                     |
| Ribbon Test                        | <input type="checkbox"/>                       | <input type="checkbox"/>                     | <input type="checkbox"/>                     |
| *Dry Strength<br>Thumb Penetration | <input type="checkbox"/>                       | <input type="checkbox"/>                     | <input type="checkbox"/>                     |
| *Pocket Penetrometer Test:         | <input type="checkbox"/> Type A (1/4" or less) | <input type="checkbox"/> Type B (1/4" to 1") | <input type="checkbox"/> Type C (1" or more) |
| *Other Test:                       | _____  |  |  |

**Note: If one manual & visual test for each is not done, trench must be sloped or shored for Type C soil.  
Visual Tests (recommend doing as many as possible)**

Cohesive

Granular

- |              |  |  |
|--------------|--|--|
| Soil Pile    | <input type="checkbox"/> Remains in clumps                           | <input type="checkbox"/> Breaks up easily                    |
|              | <input type="checkbox"/> Fine grained clay<br>Stands vertical over 2 | <input type="checkbox"/> Coarse grained silt, sand or gravel |
| Trench Sides | <input type="checkbox"/> hours                                       | <input type="checkbox"/> Sloughs into trench                 |
|              | <input type="checkbox"/> Fine grained clay                           | <input type="checkbox"/> Coarse grained silt, sand or gravel |

**Hazard Indicators**

- Fissures:
- |   |   |
|---|---|
| <input type="checkbox"/> Trench Side (cracks or spalls) | <input type="checkbox"/> Top of trench (cracks, openings) |
|---|---|
- Soil layers slope into trench 4:1 or steeper (possible wedge failure)
- Rock layer above soil layer
- Seepage into trench from sides, surface or bottom (circle applicable area)



- Water up to 1/2 of trench depth within last 24 hours (trench should be visually inspected prior to workers entering)
- Vibration sources may effect trench stability (pile driving, heavy traffic)
- Prior or existing excavation: crossing trench or parallel (circle one)
- Sloughing of sides into trench at 3:1 slope or steeper (shoring or trench box should be used)
- Crane setting up near trench/excavation (check for fissures and soil stability even at distances far from the trench)

Date of Inspection	Weather Conditions				Inspected By
	Clear	Overcast	Rain	Other	
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____





**TAB 11 – E: EMERGENCY / CONTACT PERSONNEL**

Subcontractor Name: \_\_\_\_\_ «Subcontractor»  
Project Name/Address: \_\_\_\_\_ «Project Name»  
\_\_\_\_\_ «Project Address»  
\_\_\_\_\_ «Project City», «Project State»  
\_\_\_\_\_ «Project Zip Code»

Subcontractor’s Project Manager:  
Name: \_\_\_\_\_ «Contact», «Contact Title»  
Phone / Cell Phone: \_\_\_\_\_ «Contact Phone» «Contact Cell»  
\_\_\_\_\_ «Contact Email»

Subcontractor’s On-Site Safety Rep:  
Name: \_\_\_\_\_  
Phone / Cell Phone: \_\_\_\_\_

Subcontractor’s On Site Employee with a current certification in First Aid/CPR:  
Name: \_\_\_\_\_  
Phone / Cell Phone: \_\_\_\_\_

Name of Subcontractor’s On-Site “Competent Person” (where applicable)  
regarding:

Trenching/Excavation: \_\_\_\_\_

Fall Protection: \_\_\_\_\_

Rigging: \_\_\_\_\_

Ladders/Scaffolds: \_\_\_\_\_

Other: \_\_\_\_\_

Subcontractor’s On-Site “Qualified Person” for Steel Erection (if applicable)

Name \_\_\_\_\_  
Phone / Cell Phone: \_\_\_\_\_



**TAB 11 – F: KCS WEST – PROPERTY LOSS / DAMAGE REPORT**

**Property Damage**    **Theft**            **Vandalism**    **Other** \_\_\_\_\_

**Does KCS West provide Builder’s Risk Insurance for this project?**    **Yes**    **No**

**Name of Person Reporting**

**Date of Accident**

**Time of Accident**

**AM PM**

**Property Information**

**Job #**

**Name and Address Where Property is Located**

**Contact Name**

**Telephone Number of Loss Location**

\_\_\_\_\_

\_\_\_\_\_

**Please Give a Description of the Damage**

**Were any Authorities Contacted?**

(Police, Fire, Ambulance)

**Yes**    **No**

**If Yes, Who?**

\_\_\_\_\_

**Was a Report Number Given?**

**Yes**    **No**

**If Yes, List Report Number**

\_\_\_\_\_

**Officers Name & Badge Number  
And For What Violation?**

**Were any Citations Issued?**

**If Yes, Who**



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	Yes	No			
<b>Were Any Safeguards Provided?</b>			<b>Were They in Use at the Time?</b>		
Yes      No			Yes      No		

**Witness Information**

**Name and Address of Witness to the Incident:** \_\_\_\_\_ **Phone Number of Witness** \_\_\_\_\_

**Witness Statement**

**Name and Address of Witness to the Incident:** \_\_\_\_\_ **Phone Number of Witness** \_\_\_\_\_

**Witness Statement**



## **15. Fuel Storage Areas**

- A. The KCS West Superintendent shall designate fuel storage and lay down areas.
- B. “No Smoking or Open Flame” signs shall be conspicuously posted at fuel storage areas. Appropriate fire extinguishers shall be located in the immediate area.
- C. Fuel storage tanks shall be placed in containments or diked to contain spills. Two (2) layers of six- (6) mil plastic shall protect the ground area inside the berm/dike. All seams of the plastic layers shall be sealed so not to allow leakage of fluids.
- D. All large fuel storage tanks shall be grounded.
- E. All containers shall be clearly marked to show the contents.
- F. Unless in the original container, only UL approved metal containers (no plastic safety cans) with flash arrestors shall be used for the handling and use of flammable and combustible liquids of five (5) gallons or less.
- G. Oxygen and Acetylene bottles shall be stored at least twenty (20) feet apart or separated by a firewall. A fire extinguisher shall be located within seventy-five (75) feet of travel.
- H. All stored compressed cylinders shall be capped and secured in an upright position. “No Smoking” signs shall be posted.

## **16. General Safety Requirements**

The safe and efficient completion of this Project requires a spirit of teamwork and cooperation from all workers. Also required are uniform standards of expected behavior. Subcontractor’s employees who fail to comply with the project rules shall not be acceptable and shall be removed from site. Such employees who are removed from the project for noncompliance with the project safety rules shall not be eligible for re-employment on the project.

- A. Willful and/or repeated violations of safety rules or safe work practices shall not be tolerated.
- B. All injuries/incidents, (PERSONAL INJURIES, FIRE, PROPERTY DAMAGE, THEFT, VANDLISM NEAR MISSES) no matter how slight, must be reported to the KCS West Supervisor immediately.
- C. Submitting false or fraudulent information regarding an accident/injury shall not be permitted.



- 
- D. Fighting, gambling, horseplay, and other misconduct are not permitted, nor shall threatening another worker be tolerated.
  - E. This Site Safety Plan prohibits the manufacture, possession, sale or use of illegal substances and alcohol in the workplace. KCS WEST reserves the right to bar from site any employee convicted of a criminal drug offense in the workplace. All workers must abide by the provisions of the Federal Drug-Free Workplace Act of 1988.
  - F. Sexual Harassment shall not be tolerated.
  - G. Keep clear of all equipment. Avoid pinch points and blind areas. Be alert to avoid swinging or suspended loads.
  - H. Be alert for and heed all warning / traffic signs at all times.
  - I. Approved hard hats (Z89.1) and safety glasses (Z87.1) with side shields must be worn while in construction and other designated areas. At a minimum, sturdy work shoes or boots are required for foot protection.
  - J. Shirts and long pants are required. T-shirts with a minimum of 3-inch sleeves are required.
  - K. Do not use compressed air to "dust-off" clothes or hair. Cleaning of concrete or concrete forms with compressed air requires the use of goggles, face shield and protection for surrounding personnel.
  - L. There will be no unauthorized use or possession of tools, equipment, or materials owned by others.
  - M. Damaged/defective tools and equipment shall be removed from service and tagged "Unsafe- Do Not Use" or rendered inoperable.
  - N. Whenever anyone is required to work on or in the proximity of electrical or mechanical equipment or circuitry, appropriate tagging shall be placed to identify all controls deactivating the circuit, and the circuit shall be locked out.
  - O. Any worker exposed to a fall of 6' or greater shall be properly protected by means of guardrails, covers, safety nets or personal fall arrest systems.
  - P. Do not use makeshift or "jury-rigged" tools or equipment to perform your job.
  - Q. All fire protection and emergency equipment shall be plainly marked and must be kept free of obstructions for emergency use. Tampering with or unauthorized removal of fire extinguishers from assigned locations shall result in disciplinary action.



- R. Unless specifically authorized, firearms and explosives are prohibited within the construction area.
- S. Report all unsafe practices and conditions to your Supervisor at once. All site personnel are encouraged to approach other personnel with regard to safety infractions.
- T. Only authorized and properly trained personnel are permitted to operate equipment, vehicles, valves, electrical switches and similar machinery.
- U. Do not transport passengers in the rear of a dump truck, on tractors, forklifts, or similar equipment. Personnel riding in the bed of pick-up trucks must be seated on the floor of the truck with their entire body inside the truck bed.
- V. Do not smoke in areas marked "No Smoking" or near flammable or combustible materials.
- W. Store and use gas cylinders in a secured, upright position. Oxygen and acetylene are to be stored 20' apart or separated by a firewall, including empty cylinders.
- X. Maintain good housekeeping at all times. Keep waste, debris, and rubbish cleaned up. Place all lunch papers, cups, cans and other litter in trash receptacles. Discard and/or store all oily rags, waste and similar combustible materials in metal containers.
- Y. Workers shall not ride loads, slings, the ball, crane hook or other material hoisting equipment.
- Z. Keep all machinery guards, guardrails and other protective devices in place.
- AA. Be alert to conditions, work processes, other workers and equipment in order to avoid possible dangers.
- BB. Ground-fault circuit interrupters (GFCIs) shall be used on all temporary wiring systems- (including generators and welders).
- CC. Personal protective equipment (PPE) shall be worn in all operations where there is an exposure to hazardous conditions or where the use of such equipment will reduce the hazard.
- DD. Misuse or willful destruction of property and/or equipment shall not be tolerated.

### **17. Hazard Communication ("Right-To-Know") Program**

Each Subcontractor shall provide KCS West's Project Superintendent, copies of SDSs (in an organized binder) and a Chemical Inventory List for products/chemicals anticipated to be used at the project before product arrives on site or at the same time the product arrives. It is suggested that the copies are received 24 hours before the product arrives on site. A copy of



the Subcontractor's supplied SDSs shall be retained in the field office and updated by the Subcontractor as necessary for the duration of the project.

- A. Subcontractor workers must be properly trained before allowing the worker to use the material.
- B. Each Subcontractor shall be responsible for training his/her own employees in Hazard Communication.

### **18. Hazardous Materials**

- A. Subcontractors shall be required to **IMMEDIATELY** notify the KCS West Superintendent of any spillage of hazardous materials, regardless of the quantity.
- B. Drums or other containers uncovered during excavation operations shall be reported immediately to the KCS West Superintendent.
- C. When the disposal of hazardous waste is necessary, a proper manifest shall be required. Copies of all manifests shall be forwarded to the KCS West Superintendent.

### **19. Helicopters**

- A. Prior to any type of helicopter lifts, the process must be discussed, documented and approved by KCS West, Inc.
- B. It is the responsibility of the Subcontractor to ensure that all FAA and municipal requirements are in compliance.
- C. Prior to any helicopter lifts, the Subcontractor will provide KCS West with a proper certificate of insurance.
- D. The Subcontractor is required to complete a Helicopter Lift Plan. A copy of the Plan is available from the KCS West Project Superintendent upon request.
- E. Buildings/facilities adjacent to the operation may need to be vacated during the procedure. A minimum unoccupied perimeter of 100 feet on each side of the flight path must be established and maintained.
- F. The helicopter lift plan will be reviewed with all affected personnel. Attendance sheets and minutes will be kept on file.
- G. A Pre-Lift meeting will be conducted on the morning of the lift between the ground crew, placement crew and helicopter pilot.
- H. All workers involved in the procedure must be equipped with:



- Safety headwear with a chin strap
  - Safety goggles and hearing protection
  - No loose fitting clothes
- I. Loose gear/materials and other objects within 100 feet of the place of lifting the load, depositing the load or area otherwise affected by the rotor downwash shall be removed or secured.
  - J. Approach distance: No unauthorized person shall be permitted to approach within 75 feet of the helicopter while the rotor blades are turning.
  - K. Any worker exposed to a fall of six (6) feet or greater must be protected by guard rails, covers, safety nets or personal fall arrest systems.

## **20. Housekeeping**

- A. Subcontractors shall maintain an orderly worksite, free from accumulations of construction debris. Clean-up shall be performed on an ongoing basis, but no less often than daily.
- B. Upon completion of work in an area, thorough clean-up shall be done prior to relocating to another work area.
- C. Failure to maintain cleanliness will result in clean-up by others with subsequent back charge to the responsible Subcontractor.
- D. Workers must be instructed to practice required housekeeping as part of their assigned duties.
- E. All boards, planks, blocks, debris and other material having projecting nails shall be immediately removed from the jobsite or be placed in orderly piles where workers will not be likely to stumble or fall on them.
- F. Rubbish, Debris, waste, and useless material constitute fire and accident hazards and shall be removed from the work area as fast as they accumulate, but no less often than daily.
- G. All formwork shall be promptly removed to storage/staging areas after stripping operations are completed.
- H. All stairways, corridors, ladders, catwalks, ramps, passageways and work platforms shall be kept clear of loose material and trash.





- I. Hoses, welding leads, electrical cords, etc. shall be placed overhead or out of walkways in such a manner as to eliminate tripping hazards.
- J. Oily rags, flammable liquids and other similar materials subject to spontaneous combustion shall be placed in fire resistant covered containers and disposed of daily.
- K. Materials and supplies shall be kept from edges of hoist ways, stairways, floor openings and when exterior walls are being built away from the perimeter of the building.
- L. Tools shall not be strewn about where they may cause tripping and/or falling hazards and shall be properly collected and stored at the end of the day.
- M. Tool sheds should be well organized to prevent walking over materials to reach other items.
- N. Access areas and work surfaces are to be maintained in a mud/rut free condition by use of stones or other aggregate material to eliminate the possibility of slips, trips, or falls.

### **21. Incident Reporting, Investigation and Recordkeeping**

- A. All accidents and incidents, no matter how slight (including serious near misses), shall be IMMEDIATELY reported to the KCS West Superintendent. The Subcontractor foreman shall complete the **KCS West Incident Report** form for any alleged occupational illness and/or injury and submitted to the KCS West Superintendent within 24 hours after the event or as soon as information becomes available.
- B. The Report shall include:
  - 1 First Report of Injury (from applicable state)
  - 2 Signed statement from the "Injured," explaining the incident
  - 3 Signed Witness statement(s)
  - 4 Photos of the incident scene (35 MM or Polaroid only)
  - 5 All physician information including medical evaluation relative to the "alleged" injury or illness- including follow-up visits.
  - 6 Copy of any work restrictions or "Full Duty" releases from the physician.
- C. If a worker refuses medical attention, the following shall occur:
  - 1 The worker shall provide a written signed statement as to why they are refusing medical attention.



2 The KCS West Superintendent must be notified immediately and advised that the worker has declined medical treatment.

D. Corrective action shall be taken by the Subcontractor to prevent recurrence.

## **22. Ladders, Scaffolds & Aerial Work Platforms**

### **A. Ladders**

- 1 All ladders must be inspected by the Subcontractor's Competent Person prior to use. Damaged or defective ladders must be removed from the work site or destroyed.
- 2 Metal ladders may only be used at the discretion of the KCS West Superintendent. In no case, will metal ladders be permitted around electrical installations.
- 3 Any worker exposed to a fall greater than 6 feet must be protected by guardrails, covers, safety nets, or personal fall arrest systems. The Subcontractor must determine if it is infeasible or creates a greater hazard.
- 4 Ladders used to access upper floors, platforms or thereof must extend 3' above the egress point and be secured at the top. If the ladder cannot be secured and properly extended, an egress grab must be provided on both sides of the ladder.
- 5 Step-ladders must be used in a full open position only. They may not be used as a straight ladder or partially open.
- 6 All straight ladders shall have "safety feet" and must be secured against displacement.
- 7 Workers working from ladders, exposed to a fall of 6 feet or greater, shall be required to wear and use appropriate fall protection unless the Subcontractor can show that it is not feasible or creates a greater hazard.

### **B. Scaffolds**

- 1 Each Subcontractor shall submit the name of the "Competent Person" regarding ladders and scaffolds to the KCS West Superintendent. This individual shall be responsible for ensuring that "his" workers and lower tier Subcontractor workers comply with all applicable standards.
- 2 No scaffold shall be used until it has been properly inspected and properly tagged by the Subcontractor's (i.e. - "user's") Competent Person.
- 3 Upon completion of inspection, the Competent Person shall attach one of the following inspection tags:



**“Green” Scaffold Inspection Tag** – The scaffold meets all of CAL-OSHA’s requirements for a complete scaffold.

**“Yellow” Scaffold Inspection Tag (Caution)** – Denotes a scaffold which can only be used when certain safety measures are implemented. For example: physical interferences/ obstructions (i.e. pipe rack, cable tray, etc.), a “yellow” scaffold tag will be attached. The scaffold must always provide a structurally sound work platform. Fall protection requirements or other precautionary requirements must be noted on the yellow tag.

**“Red” Scaffold Inspection Tag (Danger)** – A “red” tag denotes a scaffold that is unsafe to use until modifications are performed. “Red” tags will be installed on all scaffolds being erected or dismantled.

- 4 Fall protection must be worn and utilized when erecting or dismantling scaffolds unless the Subcontractor can demonstrate that it is infeasible or creates a greater hazard.
- 5 Scaffolds height will not exceed 4 times the minimum base dimension.
- 6 Scaffolds and their components must be capable of supporting, without failure, at least 4 times the maximum intended load.
- 7 Guardrails and midrails and toeboards must will be installed on all open sides of scaffolds more than six (6) feet in height.
- 8 Guardrails and midrails and toeboards must be installed on all open sides of scaffolds more than four (4) feet in height when a minimum horizontal dimension is less than 45 inches in either direction (i.e. “baker-type” scaffolds).
- 9 Guardrails, midrails and toeboards should be constructed from components furnished by the manufacturer. Where this is not possible, sound 2” x 4” nominal lumber (or equivalent) must be used for the guardrails and midrails. Toeboards must be 4” nominal in height.
- 10 Scaffold planks must be at least 2” x 10” full thickness lumber, scaffold grade or equivalent. Planks must be cleated or secured, and extended over the end supports at least 6” but no more than 12 inches. The maximum permissible span will be 6 feet.
- 11 All work platforms and walkways must be at least 2 planks wide; no worker may work from a single plank.
- 12 Scaffold planks must be visually inspected before each use. Damaged scaffold planks must be removed from site or destroyed.



- 13 Access ladders must be provided for each scaffold. Climbing off the end frames is not acceptable unless their design incorporates an APPROVED ladder.
- 14 Adequate mud sills or other rigid footing, capable of withstanding a maximum intended load, must be provided.
- 15 Base plates must be used at all times (even when the scaffold is placed on concrete).
- 16 Damaged steel scaffolding will not be field repaired or welded. It shall be “red tagged” and taken out of service until such time as repairs are completed.
- 17 Scaffolds will be properly secured at intervals not to exceed a distance of 30 feet horizontally and 26 feet vertically.

C. Manually Propelled Mobile Scaffolds

- 1 Casters will be properly designed for strength and dimension to support 4 times the maximum intended load. All casters will be provided with a positive locking device to hold the scaffold in position.
- 2 Workers are not permitted to “ride” on a manually propelled scaffold.
- 3 Diagonal bracing must be installed to prevent the scaffold from “racking”.

D. Aerial Work Platforms

- 1 The Operator should have, on his person, an “Authorized Operator Card” or equivalent, stating his/her competency in operating the specific model of equipment.
- 2 Full body harnesses must be worn while operating any type of aerial work platform (scissors lift included) with lanyards secured to an approved anchorage point. Never attach a safety harness/lanyard to a nearby structure or support.
- 3 Aerial work platforms must be inspected by the operator before every use.
- 4 Outriggers must will be extended and firmly set before personnel are elevated.
- 5 Never position steps, ladders, planks, buckets or similar items on platform to gain additional reach.
- 6 Never stand on the handrails to provide additional reach.
- 7 No aerial work platform will be used as a crane to hoist materials.
- 8 The counterweight swing radius should be barricaded when vehicular or pedestrian traffic is nearby.



- 9 The gate/chain on the basket must be kept closed and locked at all times when in use.
- 10 Each Subcontractor shall ensure that aerial lift platform operators have been trained in accordance with the manufacturer's operation manual before operating the aerial lift platforms.
- 11 Personal fall arrest/restraint systems shall be utilized when occupying any type of aerial lift (including scissors lifts). Lanyards attached to scissors lifts shall be adjusted to restrain the worker from falls.
- 12 All personal fall arrest systems shall be attached to an anchorage point capable of supporting a minimum of 5000 pounds or engineered to support twice the maximum intended load.
- 13 Barricades shall be erected below any overhead work area.
- 14 Aerial work platforms shall not be "field modified" for uses other than those intended by the manufacturer unless the modification has been certified in writing by the manufacturer.

#### E. Stairways

- 1 Stairways to office trailers and supply trailers must provide a platform which should extend 20" beyond the swing of the door and be protected by a standard guard rail system.
- 2 All stairways must be kept clear of debris, cord sets, nails, screws, hoses, slippery conditions or stored material.
- 3 Stairways greater than 30" high or having four or more risers must be equipped with a handrail, and mid rail on unprotected sides and edges.
- 4 Handrails must be between 36 inches and 37 inches high and capable of withstanding a 200 lb load in any direction with a minimum deflection.
- 5 Handrails/midrails must not be constructed using double-head nails.
- 6 A minimum clearance distance of 3" must exist between the rail and the wall or other appurtenances.
- 7 Pan treads, stairs and landings must be filled with wood or other solid materials and must be installed full width and depth if the stairs are to be used for foot traffic.



## **23. Material Handling & Rigging**

### **A. Material Handling**

- 1 Only properly trained and authorized personnel shall be permitted to operate hoisting equipment and mobile equipment. This shall also include powered industrial trucks and forklifts.
- 2 Operators of cranes and mobile equipment shall be required to inspect their equipment prior to start up each day to insure that the equipment is in safe operating condition. Defective equipment shall not be used.
- 3 Seat belts shall be worn while operating all types of material handling equipment.
- 4 All vehicles/material handling equipment shall be equipped with functioning backup alarms and warning alarms.
- 5 Equipment Operators shall not leave the machines unattended.
- 6 Damaged/defective equipment shall not be permitted on any KCS West Project.
- 7 Absorbent diapers shall be utilized on all equipment where a chance of an oil leak exists.
- 8 Fire Extinguishers shall be located on all types of material handling equipment
- 9 Materials stored aloft must be secured at all times.
- 10 Materials must not be stored on scaffolds or runways in excess of supplies needed for immediate operations.
- 11 All scrap lumber, waste material and rubbish will be removed from the work area as the work progresses, but no less often than daily.
- 12 All solvent waste, oily rags and flammable liquids will be kept in fire resistant covered containers until removed from the work site. Storage and disposal will be according to all federal, state, local, client and KCS West requirements.
- 13 Non-compatible materials must not be stored together.
- 14 Used lumber must have all nails withdrawn before stacking.
- 15 Lumber must be stacked on level and solidly supported sills or dunnage.
- 16 Lumber will be stacked as to be stable and self-supporting.



## Rigging

- 1 Rigging equipment for material handling must be inspected prior to use on each shift. Defective rigging equipment will be removed from service.
- 2 Use “softeners” on sharp edges and secure them so there will be no danger of fall-out when the rigging is released.
- 3 No one is to give signals to the Operator other than the designated flagman authorized by the Subcontractor/foreman.
- 4 Never raise loads over the heads of other workers or the public.
- 5 Tag lines must be used to control loads.
- 6 All hooks must have a safety latch (shake out hooks are an exception).

## **24. Motor Vehicles**

- A. All vehicles brought on to any KCS West Project shall be insured per KCS West Insurance requirements specifications.
- B. Personal vehicles shall park outside the construction area in designated parking areas.
- C. Operators of motor vehicles shall carry a valid driver’s license.
- D. All vehicles entering/leaving the Project shall be subject to search.
- E. Vehicles used to transport workers shall have seats firmly secured and adequate for the number of workers to be carried.
- F. Workers being transported in a vehicle shall be seated inside the cab or within the confines of the truck bed (Workers are not permitted to ride on the tailgate).
- G. No employer shall use any motor vehicle equipment having an obstructed view to the rear unless:
  - The vehicle has a reverse signal alarm audible above the surrounding noise level, or
  - The vehicle is backed up only when an observer signals that it is safe to do so.

## **25. Non-Harassment Policy**

- A. KCS West Construction Services, Inc., and the law expressly prohibit any form of harassment based on race, color, religion, gender, national origin, ethnicity, age, sexual preference, medical condition, physical appearance, martial status, veteran status, education, or disability, including harassment based on pregnancy, childbirth or related



medical conditions. KCS West is firmly committed to promoting a work environment free from harassment, including sexual harassment, of any worker.

- B. If a worker is found to be in violation of this policy, the worker will receive disciplinary action which may include removal from site.

## **26. Personal Protective Equipment**

Each Subcontractor shall be required to provide and enforce the use of all personal protective equipment.

- A. Head Protection: Hard hats are required for all individuals and shall be worn as approved by the manufacturer and shall meet the ANSI Standard Z89.1. **All head wear will be worn with the bill facing forward unless otherwise approved by KCS West Construction Services.**
- B. Eye & Face Protection: CAL-OHSA-Compliant Safety Eye Wear (stamped Z87.1) with side shields are required to be worn while in construction areas.
  - 1. Double eye protection (i.e. impact resistant full face shields AND safety eye wear), will be used when grinding, using chop saws, tile saws, brick saws, etc.
  - 2. Hard hats with full face shields and hearing protection will be provided for all chain saw and wood chipping activities.
  - 3. Face shields, goggles or appropriate welding helmet with proper color density are required for welding and burning operations.
  - 4. Chemical resistant full face shields are required where exposure to chemicals may occur.

**Except for welding, brazing and /or burning, dark tinted lenses are not permitted while working indoors.**

- C. Clothing: The following clothing must be worn while working on KCS West projects:
  - 1. Shirts with at least 3 inch sleeves.
  - 2. Long pants.
  - 3. Chaps will be provided for chain saw work.
  - 4. Appropriate chemical, cut or heat resistant gloves where exposure exists.
  - 5. Chemical resistant clothing where exposure to spill or splash exists.
  - 6. Appropriate protective chaps or leathers for welding/burning.





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- D. Foot Wear: Subcontractors are required to establish the appropriate type of foot wear based upon an evaluation of worker exposure. At minimum, substantial hard-sole leather boots must be worn on all KCS West sites. No canvas or leather sneakers (even if equipped with steel toe) or sandals will be worn. All boots or shoes designed to accommodate laces must be fully laced.
- E. Fall Protection: KCS West requires 100% fall protection when workers are exposed to a fall hazard of 6 feet and greater. Therefore, double lanyards may be utilized to prevent the worker from ever being disconnected from an acceptable anchorage point. Body belts for fall protection are prohibited. Only four point harnesses with shock absorbing lanyards will be used.
- F. Hearing Protection: Hearing protection will be worn in high noise areas (90dBA or higher) or while using certain tools, i.e. Hilti guns, chop saws, jack hammers, chain saws, wood chippers etc.
- G. Respiratory Protection: Respiratory protection must be used when required by exposure (i.e. exposure to hazards such as asbestos fibers, crystalline silica dust, lead, welding fumes, etc.). When respiratory protection is required, the Subcontractor must submit evidence of compliance with CAL-OSHA Standard 1910.134. At a minimum, this evidence must include proof of training; fit testing; and medical evaluation.
- H. Electrical Protective Equipment: It is the intention of KCS West that no electrical work will be performed live and Lock out/ Tag out procedures will be followed. The following personal protective equipment items, at a minimum, are required:
1. Protective gloves, rated for appropriate voltage, with current dielectric testing date.
  2. Protective mats, rated for appropriate voltage, with current dielectric testing date.
  3. Protective sleeves, rated for appropriate voltage with current dielectric testing date.
  4. Protective head, eye and face wear with electrical safety rating.
  5. Fire retardant clothing.
  6. All hot sticks and testing devices must also be properly rated and stamped with date of last test and/or calibration.
  7. No conductive jewelry, i.e. rings, eyeglass frames, bracelets or earrings will be worn during this work.



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## **27. Pre-Cast Concrete Construction**

### **A. General Requirements**

1. Pre-cast or pre-stressed concrete, columns, beams, floor slabs, wall panels, and tilt-up panels must be properly supported at all times.
2. Architectural surfaces on pre-cast panels should be protected.
3. An erecting plan including the design of any needed bracing must be developed by the designer of the structure and provided to KCS West prior to operations.
4. A copy of the erection plan must be maintained at the site.

### **B. Prior To Construction**

The panel Subcontractor must:

- 1 Obtain from the erection Subcontractor documentation attesting to the crane's certification and certificate of insurance and provide to KCS West.
- 2 Ensure a proper sub-base under the floor slab.
- 3 If the crane will be on the floor slab, the Subcontractor must check the floor slab for adequate strength to support the crane.
- 4 Obtain a properly designed and detailed tilt-up package stamped by a registered professional engineer and provide to KCS West.
- 5 Obtain a bracing manual with braces designed for the proper wind loads.
- 6 Obtain approved shop drawings for each panel showing all pertinent information.
- 7 Develop a panel casting and erection sequence.
- 8 Verify that the bond breaker is compatible with any curing or sealing compounds that may have been used on the floor slab.
- 9 Inspect the panel formwork for proper placing of reinforcing, inserts, embedded items, and dimensional accuracy.

### **C. Vertical Slip Forming**

- 1 Hydraulic, pneumatic, and mechanical form lifting devices for vertical slip forming operations should be uniformly spaced and securely anchored.
- 2 Lifting devices must be provided with automatic holding devices to protect against failure of the power supply or lifting mechanism.



- 3 Forms should not be removed until the concrete has reached the proper strength.
- 4 Forms should be locked into position by a mechanical link or stop, not by the lifting device itself.
- 5 The Subcontractor must provide workers with adequate fall protection, where necessary.

#### D. Lifting Hardware

- 1 The lifting inserts embedded or attached to tilt-up concrete members must be capable of supporting at least twice the maximum load on the inserts from the weight of the member during lifting.
- 2 Lifting inserts embedded or otherwise attached to pre-cast concrete members (other than tilt-up), must be capable of supporting at least four times the maximum expected load.
- 3 Lifting hardware must be capable of supporting at least five times the maximum expected load permitted by the lifting inserts.
- 4 No one is permitted under pre-cast concrete members that are being lifted or tilted into position.

### **28. Project Rules That Exceed CAL-OSHA Minimum Requirements**

CAL-OSHA regulations are a minimum standard. Each Subcontractor shall comply with all federal, state, and local safety requirements. The most stringent safety rules/regulations shall be followed and, in some cases, this Plan's requirements are the most stringent:

- 1. Fall prevention and/or protection are required for all work activities at and above 6 feet!**
- 2. Hard hats and safety glasses with side shields are required while in construction areas. 100% protection at all times.**
- 3. Employees who wear prescription glasses must also wear required eye protection. Side Shields are required on all prescription glasses and lenses must meet ANZI Z87 rating or wear eye and face protection that can be comfortably worn over the prescription lenses without disturbing the position.**
- 4. Scaffolds must be inspected and tagged by the Subcontractor's Competent Person prior to use.**



5. **Personal fall arrest / restraint systems shall be utilized when occupying any type of aerial lift (including scissors lifts). See also “Fall Protection” and/or “Aerial Work Platforms.”**
6. **No Personal Headphones, Ear buds, and Bluetooth devices will be allowed in construction areas. Described equipment does not substitute as hearing protection.**
7. **No Employee shall be permitted to ride on mobile scaffolds.**
8. **Hot Work permits shall be posted in work area, and a copy needs to be provided to KCS West for record keeping.**
9. **Do Not smoke outside of the designated smoking areas.**
10. **Fines may be issued for non-compliance of Safety Rules (See “Disciplinary Action Procedures”).**

## **29. Property/Theft/Vehicle Damage**

- A. An incident resulting in Property/Vehicle Damage will be reported to the KCS West Superintendent **IMMEDIATELY**. The **KCS West Incident Report Form** shall be completed by the Subcontractor and forwarded to the KCS West Superintendent within 24 hours after the event or as soon as it becomes available, but no later than 72 hours after the incident or an explanation as to why the information is not available.
- B. The Report shall include:
  - 1 Corrective action shall be taken to prevent recurrence.
  - 2 Signed Witness statement(s)
  - 3 Photos of the incident scene (35 MM or Polaroid only)
- C. Each Subcontractor and lower tier Subcontractors are required to complete the **Subcontractor Man Hour / Accident Report** Form. The completed form shall be provided to the KCS West Superintendent by the Second (2nd) of each month.

## **30. Respiratory Protection**

- A. Each Subcontractor is responsible to determine what specific applications require use of respiratory equipment. The Subcontractor must provide proper respiratory equipment to



- B. meet the needs of each specific application. Workers must be provided adequate training and instruction on all equipment.
- C. Each Subcontractor using respiratory protection shall submit the name of the “Qualified Person” regarding respiratory protection to the KCS West Superintendent. This person shall be responsible for ensuring that “his” workers and lower tier Subcontractor workers comply with all applicable standards.
- D. When possible, all hazards shall be eliminated by accepted engineering controls. When not feasible, appropriate respiratory protection shall be provided by the Subcontractor.
- E. Employees performing tasks that require the use of respiratory protection shall at a minimum receive appropriate training, medical evaluation and be properly fit-tested. Documentation shall be kept on file at the job site.

### **31. Safety Review/Meetings**

#### **A. Pre-Project Safety Meetings**

Each Subcontractor’s Supervisor or Foreman shall meet with the KCS West Project Superintendent prior to the commencement of work. The safe way of performing the work and the nature of the hazards should be featured. The meeting shall be documented with copies provided to the Subcontractor and KCS West’s Regional Safety Director.

#### **B. Weekly Coordination / Safety Meetings**

1. Weekly scheduled Coordination /Safety Meetings will be coordinated and presented by the KCS West Project Superintendent. Each Subcontractor working on this project shall delegate one representative to attend this meeting which will cover jobsite issues. Safety concerns along with other jobsite issues shall be addressed and ways to eliminate/minimize the hazards/exposure shall be discussed. Appropriate scheduling may resolve the safety items in question. The Subcontractor’s representative shall have the authority and responsibility to make decisions and corrections and maintain all safety requirements for the Subcontractor.
2. The KCS West Superintendent may require special Safety Meetings. Each Subcontractor’s representative shall be required to attend.

#### **C. Subcontractor Weekly Safety Meetings**



1. Each Subcontractor's representative shall conduct a QUALITY Weekly Safety/Toolbox Meeting.
2. Attendance is mandatory.
3. Accidents and near misses during the previous week shall be reviewed, discussed, and action to prevent recurrence discussed. The safe way of performing the work and the nature of the hazards should be featured. The meeting should be open to general discussion. Ideas brought up by workers should, if practical, be put into practice. If not practical, reasons should be given as to why the idea cannot be used.
4. Each meeting shall be documented stating: Topic, date, content, meeting presenter and attendees. The Subcontractor shall retain training documentation and a copy forwarded to the KCS West Superintendent at the end of each month

### **32. Security**

#### **NO PERSONNEL SHALL BE PERMITTED ON THE PROJECT AFTER HOURS UNLESS AUTHORIZED BY KCS WEST SUPERVISION.**

##### **A. Visitors**

1. Any person not directly involved with the on-site construction of this Project, shall not be permitted to enter the site without first notifying the KCS West site office and signing a **Visitor Waiver and Release** form. (Forms are located in the KCS West office trailer)
2. All visitors are required to wear appropriate personal protective equipment (PPE) while in construction areas (truck drivers included). At a minimum, all visitors are required to wear: Hard hats, safety glasses with side shields, proper foot protection, etc.

##### **B. Material/Deliveries**

1. Deliveries and pick-ups shall only be permitted during work hours designated by KCS West.
2. Upon leaving the cab of their truck, all delivery truck drivers are required to wear appropriate Personal Protective Equipment (PPE) while in construction areas. At a minimum, truck drivers are required to wear: Hard hats, safety glasses with side shields, proper foot protection, etc. Each Subcontractor is required to enforce this policy.

### **33. Signs and Signage**



Each Subcontractor is responsible for supplying, installing, maintaining and removing (when the hazard no longer exists) safety signs and tags.

### **34. Steel Erection**

- A. The name of the Subcontractor's "**Competent Person**," "**Qualified Person**" and "**Qualified Rigger**" as it relates to Steel Erection for the project must be provided to the KCS West Superintendent.
- B. The Subcontractor must not begin any steel erection activities until they have received written proof from KCS West that the concrete has attained 75% of its designed strength.
- C. Each column plate must have at least 4 anchor bolts/rods.
- D. The Subcontractor must not begin any steel erection activities until they have verified (in writing) from KCS West that any repairs or modifications to anchor bolts were approved by the structural engineer of record.
- E. The Subcontractor is required to provide KCS West with a detailed Site-Specific Steel Erection Plan which includes:
  - Storage / Staging of materials
  - Equipment for hoisting materials
  - Routes for lifting operations
  - Critical lifts
  - Rigging Procedures
  - Connection procedures
  - Erection bridging procedures
  - Stability requirements
  - Fall Protection Procedures
  - Decking procedures
  - Proper training of workers
- F. Materials may only be stored / staged in an area that is properly graded and allows proper draining.
- G. Signs and barriers/barricades must be installed around the crane's swing radius and the overhead hazard area.
- H. Tag Lines must be used when lifting overhead.



- I. 100% fall protection is required when any worker is exposed to a fall of six (6) feet or greater. This includes “detailers” and leading edge decking work.
- J. The steel erector must install perimeter protection as quickly as possible. The steel erector is responsible for daily maintenance of the fall protection.
- K. No more than 8 floors shall be erected above permanent floors.
- L. No more than 4 floors or 48 feet of unfinished bolting will be permitted.
- M. Prior to the steel erector’s departure from the site, the steel erector and KCS West’s Superintendent will visually inspect the fall protection before KCS West accepts control of the “CAL-OSHA- Compliant” protection.

### **35. Subcontractor Safety Program/Site Safety and Health Plan**

Prior to commencing work at the site, each Subcontractor shall submit a copy of their Company’s Safety Program and Site Specific Safety Plan to KCS West. Safety Policies and Procedures pertaining to their scope of work shall be included at a minimum. The name of the on-site Safety Representative, on-site “Competent Person” and Corporate Individual responsible for the implementation and enforcement of the Subcontractor Safety Program shall be included. The **Emergency/Contact Personnel** Form shall be provided to KCS West prior to the commencement of work operations.

**Subcontractors and/or their Supervisors who are unable or unwilling to secure personnel performance in compliance with the contractual obligations of safety shall not be acceptable and shall be removed from the project by KCS West.**

### **36. Substance Abuse Prevention Program**

- A. KCS West prohibits the manufacture, possession, sale or workers under the influence of illegal substances and alcohol in the workplace. KCS West reserves the right to bar from site any worker convicted of a criminal drug offense in the workplace. All workers must abide by the provisions of the Federal Drug-Free Workplace Act of 1988. All workers are advised that remaining “drug and alcohol free” is a condition of continued employment at this project.
- B. Each Subcontractor, regardless of tier, must provide a copy of their substance abuse policy to KCS West. The terms and conditions of their policy must be in accordance with the client bid documents, this plan and the KCS West Substance Abuse Policy.





- C. The use, possession, sale, transfer, acceptance, or purchase of illegal drugs at any time is strictly prohibited. The use, possession of an open or closed container, personal sale, transfer, or acceptance of alcohol on this site, including any peripheral parking area and property or while performing business associated with this project is strictly prohibited. Any violation of this policy will be grounds for immediate removal of the offending individual and may result in a report to the appropriate law enforcement authorities.
- D. Workers must identify the use of any restrictive or limiting prescription or over-the-counter medication to their employer (i.e. “may cause drowsiness”, “do not operate vehicles or dangerous equipment when using this medication”) Employers will restrict the work activity of the reporting employee to accommodate, where possible, the restrictions required.
- E. Any worker receiving medical attention due to a work-related injury shall be required to submit to a drug screen.
- F. Any worker involved in an incident where property damage is in excess of \$500.00 shall be required to submit to a drug screen.
- G. If there is a “reasonable suspicion” of illegal drug use in the workplace, a worker may be required to submit to a drug screen.
- H. Any worker who tests positive for illegal drugs and/or alcohol shall not be permitted to work on any KCS West project.
- I. Any worker refusing to submit to a drug screen shall not be permitted to work on any KCS West site.

### **37. Tools - Hand / Power / Air**

- A. The Subcontractor’s Supervisor shall be responsible for ensuring that all workers and lower tier Subcontractors comply with all applicable standards.
- B. All personnel using powder-actuated tools shall be able to provide documentation (training completion cards) of adequate training, by the manufacturer’ representative.
- C. Face shields, in addition to safety glasses, shall be worn when using tools such as grinders, partner saws, block saws, or similar tools or equipment.
- D. Tools will only be used for the purpose for which they are designed.
- E. Tools must be kept in peak condition. Worn or damaged tools are dangerous and will be tagged “Do Not Use” and immediately destroyed, repaired or removed from the site.
- F. Tools will not be forced beyond their designed capability. “Cheaters” will not be used.



- G. Guards and/or safety devices shall not be removed, altered, blocked, or circumvented in any way.
- H. Makeshift or jury-rigged tools shall not be permitted on any KCS West Project.
- I. Powder actuated tools shall not be loaded until immediately before use. "Spent" loads shall be discarded in trash receptacles and not discarded on the ground. Proper warning signage must be installed.

### **38. *Welding and Cutting***

- A. Hot Work Permits may be required for some work operations and shall be issued at the discretion of the Client and/or the KCS West Superintendent.
- B. Proper eye protection shall be worn for welding and cutting operations. Tinted lens safety glasses do not provide adequate protection and shall not be worn.
- C. Torches shall be lighted by friction lighters or other devices - not by matches or from other hot work.
- D. When practical, objects to be welded, cut or heated should be moved to an area free of fire hazards, or if the object cannot be moved, all movable fire hazards shall be moved out of the area, and all other hazards protected.
- E. When the welding, cutting or heating operation is such that normal fire prevention precautions are not sufficient, additional personnel ("fire watch") shall be assigned to guard against fire while the operation is being performed and for a sufficient period of time after the completion of the work to ensure that no possibility of fire exists. When operations are conducted on walls, floors, and ceilings, steps shall be taken to ensure against fire hazards on the opposite side from the work.
- F. A fire extinguisher rated not less than 20#ABC shall be immediately available wherever welding or cutting operations are being conducted.
- J. Pneumatic air and power tools shall be secured to the hose or whip in a positive manner to prevent accidental disconnection.
- K. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.